

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/01/1999

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
United States Surgical		04/01/1999	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Tyco Healthcare Group, LP
Composed Of:	COMPOSED OF General Partner is SWD Holding Inc., a Delaware corporation.
Street Address:	150 Glover Avenue
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0746270	AUTO-SUTURE
Registration Number:	1065230	AUTO SUTURE

**CORRESPONDENCE DATA**

Fax Number: (410)783-3530  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 410-783-3533  
 Email: csanders@agtlawyers.com  
 Correspondent Name: Cynthia Blake Sanders  
 Address Line 1: 217 E. Redwood Street  
 Address Line 2: 21st Floor  
 Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Cynthia Blake Sanders
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OP \$65.00 0746270

Signature:	/cynthia blake sanders/
Date:	09/23/2005
Total Attachments: 4 source=00059069#page1.tif source=00059069#page2.tif source=00059069#page3.tif source=00059069#page4.tif	

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS effective the 1<sup>st</sup> day of April 1999 by and between United States Surgical Corporation, a Delaware corporation, and each of its Subsidiaries, having its principal place of business at 150 Glover Avenue, Norwalk, Connecticut 06856 USA ("Assignor") and Tyco Healthcare Group LP, a Delaware Limited Partnership having its principal place of business 150 Glover Avenue, Norwalk, Connecticut 06856 USA ("Assignee").

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee has agreed to purchase Trademarks, Service Marks and Common Law Marks of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the emarks, Service Marks and Common Law Marks, including but not limited to those listed on Schedule A, attached hereto and incorporated herein (the "Trademarks") and all registrations, applications and good will represented by the Trademarks;

WHEREAS, Assignor owns all right, title and interest to and is the sole exclusive owner of the emarks, Service Marks and Common Law Marks, including but not limited to those listed on Schedule A, attached hereto and incorporated herein (the "Trademarks") and all future registrations, applications and good will represented by the Trademarks;

WHEREAS, Assignor desires to assign and transfer to Assignee, and its successors, assigns and legal representatives, Assignor's entire right, title, interest and the good will represented by the Trademarks, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights. Assignee is desirous of acquiring the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title, and interest in and to the Trademarks, all registrations, world-wide applications and the good will represented by the Trademarks

Assignor does further consent to the recordation of this Assignment by Assignee with the United States Commissioner of Patent Applications or any similar foreign governmental agency

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment as of the date first written above

United States Surgical Corporation

By: 

Name: Steven J. Amelio  
Title: Vice President

Agreed and accepted by Assignee:

Tyco Healthcare Group LP

By: 

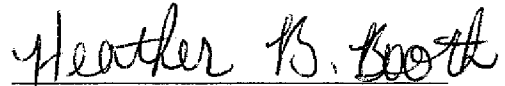
Name: Alan R. Carlton  
Title: Assitant Secretary

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 21<sup>st</sup> day of September, 2005, before me personally came Alan R. Carlton, to me known, who, being by me first duly sworn, did depose and say that he is the Assistant Secretary of Tyco Healthcare Group LP, the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument by order of the Board of Directors of such corporation.



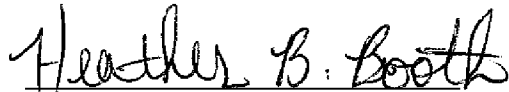
**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR 31, 2010

STATE OF CONNECTICUT

SS:

COUNTY OF FAIRFIELD

On this 21<sup>st</sup> day of September, 2005, before me personally came Steven J. Amelio, to me known, who, being by me first duly sworn, did depose and say that he is the Vice President of United States Surgical Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name to such instrument



**HEATHER B. BOOTH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR 31, 2010

SCHEDULE A

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
AUTO SUTURE	AR	Registered	1227153	2/11/1980	1882367	4/30/1992
AUTO SUTURE	AT	Registered	AM2009/79	7/26/1979	96229	2/20/1981
AUTO SUTURE	AU	Registered	335831	7/27/1979	335831	7/27/1979
AUTO SUTURE	AU	Registered	378922	7/27/1982	378922	7/27/1982
AUTO SUTURE	BR	Registered	016920	6/24/1980	800169026	12/21/1982
AUTO SUTURE	BX	Registered	640753	1/22/1981	370851	1/22/1981
AUTO SUTURE	BX	Registered	594849	12/4/1972	314490	12/4/1972
AUTO SUTURE	CH	Registered	4167	8/7/1979	305304	8/7/1979
AUTO SUTURE	CN	Pending	3580697	6/4/2003		
AUTO SUTURE	DE	Registered	U3701/10WZ	2/10/1972	907517	2/10/1972
AUTO SUTURE	DE	Registered	U8881/10WZ	3/23/1993	2076225	8/29/1994
AUTO SUTURE	DE	Registered	U8882/10WZ	3/23/1993	2090915	2/2/1995
AUTO SUTURE	DK	Registered	3136/79	7/30/1979	1741-1980	4/18/1980
AUTO SUTURE	ES	Registered	1034855	4/20/1983	1034855	5/21/1984
AUTO SUTURE	FI	Registered	3805/79	7/31/1979	80321	1/20/1982
AUTO SUTURE	FR	Registered	529041	3/25/1981	1674417	11/29/1991
AUTO SUTURE	GB	Registered	1107815	1/16/1979	1107815	1/16/1979
AUTO SUTURE	GR	Registered	72387	7/13/1982	72387	7/13/1982
AUTO SUTURE	HK	Registered	B2062/82	6/8/1981	B2062/82	6/8/1981
AUTO SUTURE	IE	Registered	429/80	2/18/1980	B102134	2/18/1980
AUTO SUTURE	IL	Registered	48415	8/3/1979	48415	8/3/1979
AUTO SUTURE	IT	Registered	20606C/79	8/16/1979	892111	8/16/1979
AUTO SUTURE	KR	Registered	82-5929	6/21/1982	93007	7/16/1983
AUTO SUTURE	LB	Registered	G	11/11/1982	42787	11/11/1982

SCHEDULE A

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
AUTO SUTURE	MX	Registered	178158	12/17/1980	258923	12/17/1980
AUTO SUTURE	NO	Registered	792138	7/25/1979	115251	1/5/1984
AUTO SUTURE	NZ	Registered	156694	1/24/1985	156694	1/24/1985
AUTO SUTURE	PA	Registered		4/21/1980	25281	9/9/1980
AUTO SUTURE	PE	Registered	243145		10829	10/17/1994
AUTO SUTURE	PK	Registered	79961	6/16/1983	79961	6/16/1983
AUTO SUTURE	PR	Registered	NONE	11/4/1982	24789	2/10/1983
AUTO SUTURE	SE	Registered	82-3508	6/3/1982	184086	11/19/1982
AUTO SUTURE	SG	Registered	3074/82	6/16/1982	B3074/82	6/16/1982
AUTO SUTURE	TW	Registered	(68)15866	8/27/1979	127204	1/16/1980
AUTO SUTURE	US	Registered	73/078907	3/2/1976	1065230	5/10/1977
AUTO-SUTURE	US	Registered	72/146488	6/8/1962	746270	3/5/1963
AUTO SUTURE	ZA	Registered	79/3887	7/30/1979	793887	7/30/1979