

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyco Healthcare Group LP		12/13/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	United States Surgical Corporation		
Street Address:	15 Hampshire Street		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2508481	FLEXI-WINGS	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Kenneth P. George, Esq.		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	34315/7		
NAME OF SUBMITTER:	Holly Pekowsky		
Signature:	/Holly Pekowsky/		
Date:	05/12/2008		

CH \$40.00 2508481

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT - #4

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of the 13th day of December, 2007 by and between **Tyco Healthcare Group LP**, a limited partnership organized under the laws of the State of Delaware ("THGLP") and **United States Surgical Corporation**, a corporation organized under the laws of the State of Delaware ("USSC"). THGLP and USSC are herein referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, THGLP is the owner of all right, title and interest in the trademark FLEXI-WINGS and has used it in conjunction with feminine hygiene products and has registered this mark in the United States in connection with such goods under Registration No. 2508481;

WHEREAS, THGLP has used said FLEXI-WINGS trademark in the sales and marketing activities of its Affiliates (i.e. legal entities that are ultimately under the control of the same entity as ultimately controls THGLP);

WHEREAS, USSC contemplates divesting its subsidiaries which have used said FLEXI-WINGS trademark and would like to be in a position to convey said FLEXI-WINGS trademark to one of said subsidiaries;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

ASSIGNMENT

1.1 For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, THGLP hereby assigns to USSC, its successors and assigns, all of its right, title and interest in the trademark FLEXI-WINGS used in connection with feminine hygiene products and all goodwill associated with said trademark used in connection with said goods worldwide, including all its rights in U.S. Trademark Registration 2508481, to have and hold as if it had originally developed said goodwill and obtained said registration originally, and all income, royalties, damages and payments now or hereafter due or payable in respect to FLEXI-WINGS and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same.

ARTICLE 2

NON-INTERFERENCE

2.1 THGLP agrees not to object to, interfere with, or restrict USSC's use, registration, or attempted registration of any trademark that utilizes "FLEXI-WINGS" in association with feminine hygiene products, including U.S. Trademark Registration 2508481 by its officers, affiliates, employees, agents or licensees.

2.2 USSC agrees not to use the FLEXI-WINGS trademark, including U.S. Trademark Registration 2,508,481, to (i) prevent THGLP from using WINGS, WINGS PM, WINGS HL, WINGS MAXIMA and WINGS MAXIMA & Design for the goods covered by U.S. Trademark Registration Nos. 1,381,208, 1,471,342, 1,662,163, 1,733,981, 1,907,037, 2,686,887 and 2,735,647 or (ii) challenge U.S. Trademark Registration Nos. 1,381,208, 1,471,342, 1,662,163, 1,733,981, 1,907,037, 2,686,887 and 2,735,647.

2.3 USSC agrees not to register or use any trademark or service mark that utilizes "FLEXI-WINGS" in association with adult incontinence products.

ARTICLE 3

COOPERATION

3.1 THGLP agrees to provide any additional documents reasonably requested by USSC in connection with the assignment of the FLEXI-WINGS mark.

ARTICLE 4

TAX TREATMENT

4.1 USSC and THGLP agree that this assignment is intended to and will be treated as a distribution to USSC of property under Section 731 of the Internal Revenue Code of 1986, as amended (the "Code"), which distribution is made as a payment of USSC's Priority Return, as defined in the THGLP Second Amended and Restated Agreement of Limited Partnership, with respect to THGLP's fiscal year ended September 30, 2008.

4.2 USSC and THGLP acknowledge that the General Partner of THGLP is authorized, in its sole discretion, to make elections and determinations allowable under federal income tax law and regulations in order to minimize the income tax payable by its partners in connection with the transactions described in this Agreement. Such elections and determinations shall be effected and documented in accordance with applicable law and may be altered, amended or revoked, in whole or in part, at any time to the fullest extent allowable under applicable law.

ARTICLE 5

NOTICES

5.1 All notices and statements to be given shall be given or made at the respective addresses of the Parties as follows, unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given. Notice shall be given by certified mail, return receipt requested to:

THGLP: Tyco Healthcare Group LP
15 Hampshire Street
Mansfield, MA 02048
Attention: Vice President – Chief Mergers & Acquisitions
Counsel
Facsimile: 508-261-8544

USSC: United States Surgical Corporation
15 Hampshire Street
Mansfield, MA 02048
Attention: Vice President
Facsimile: 508-261-8544

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 This Trademark Assignment Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

6.2 The descriptive headings of the several Sections of this Trademark Assignment Agreement are inserted for convenience only, do not constitute a part of this Trademark Assignment Agreement and shall not affect in any way the meaning or interpretation of this Trademark Assignment Agreement. All references herein to "Sections" shall be deemed to be references to Sections hereof hereto unless otherwise indicated.

6.3 This Trademark Assignment Agreement may be executed in one or more counterparts, all of which together shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by telecopier, receipt acknowledged, to the other Party hereto.

6.4 This Trademark Assignment Agreement, any written amendments to the foregoing, including any Exhibit thereto, constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede any previous agreements and understandings between the Parties with respect to such matters. There are no restrictions,

promises, representations, warranties, agreements or undertakings of any Party hereto with respect to the transactions contemplated by this Trademark Assignment Agreement other than those set forth herein or therein or in any other document required to be executed and delivered hereunder or herewith.

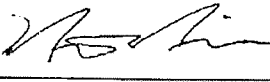
6.5 The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each Party hereby consents and agrees that such scope may be modified accordingly in any proceeding brought to enforce such restriction.

6.6 This Trademark Assignment Agreement and any disputes between the parties arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles.

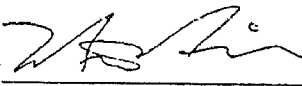
6.7 This Trademark Assignment Agreement may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties hereto or, in the case of a waiver, by or on behalf of the Party waiving compliance.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the day and year first above written.

Tyco Healthcare Group LP

By: 
Name: Matthew J. Nicolella
Title: Vice President

United States Surgical Corporation

By: 
Name: Matthew J. Nicolella
Title: Vice President