TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United States Surgical Corporation		12/13/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tyco Healthcare Retail Group, Inc.
Street Address:	601 Allendale Road
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2508481	FLEXI-WINGS

CH $40.00 2508481

CORRESPONDENCE DATA

Fax Number: (212)336-8001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-336-8000
Email: ptodocket@arelaw.com
Correspondent Name: Kenneth P. George, Esq.
Address Line 1: 90 Park Avenue
Address Line 2: AMSTER, ROTHSTEIN & EBENSTEIN LLP
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	34315/7
NAME OF SUBMITTER:	Holly Pekowsky
Signature:	/Holly Pekowsky/
Date:	05/13/2008

Total Attachments: 2
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ASSIGNMENT OF TRADEMARK RIGHTS AND ASSUMPTION OF CERTAIN OBLIGATIONS - #5

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 13th day of December, 2007 by and between **United States Surgical Corporation**, a corporation organized under the laws of the State of Delaware ("USSC") and **Tyco Healthcare Retail Group, Inc.**, a corporation organized under the laws of the State of Delaware and a direct, wholly-owned subsidiary of USSC ("RGI").

WITNESSETH:

WHEREAS, USSC is a party to a trademark assignment agreement dated December 13, 2007 with **Tyco Healthcare Group LP**, a partnership organized under the laws of the State of Delaware ("THGLP") relating to the trademark FLEXI-WINGS associated with feminine hygiene products (hereinafter referred to as the "Trademark Assignment Agreement");

WHEREAS, RGI is a wholly owned subsidiary of USSC;

WHEREAS, RGI desires to assume the rights and obligations of USSC under said Trademark Assignment Agreement;

NOW, THEREFORE, in consideration of the foregoing and other consideration, the receipt of which is hereby acknowledged, USSC, intending to be legally bound, hereby assigns its rights and obligations under said Trademark Assignment Agreement to RGI and RGI hereby accepts said rights and obligations. USSC and RGI further agree that this agreement is intended to qualify as, and will be treated by both parties as, a tax-free contribution of property by USSC to RGI under Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

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

United States Surgical Corporation

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

Tyco Healthcare Retail Group, Inc.

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