

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
VNUS Medical Technologies, LLC	FORMERLY VNUS Medical Technologies, Inc.	06/26/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Tyco Healthcare Group, LP
Street Address:	15 Hampshire Street
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3293747	
Registration Number:	3658097	CLOSURE
Registration Number:	3410581	CLOSUREPLUS
Registration Number:	3291544	RFGPLUS
Registration Number:	2987019	VNUS CLOSURE
Registration Number:	3074419	VAREX
Registration Number:	2717360	STRIPPING
Registration Number:	2479931	
Registration Number:	2236136	RESTORE
Registration Number:	2236135	CLOSURE
Registration Number:	2208189	ECHO-CUFF
Registration Number:	2118243	VNUS
Serial Number:	77531021	ADMD
Serial Number:	77531023	ADMD

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Serial Number:	77149005	RFSFAST
Serial Number:	77039983	VNUS CLOSUREFAST
Serial Number:	77039977	THE VEIN STORE
Serial Number:	78754627	CLOSUREPLEX
Serial Number:	78754642	CLOSURERFS
Serial Number:	78754633	CLOSUREFAST
Serial Number:	78830069	
Serial Number:	78981242	CLOSURERFS
Serial Number:	78981195	CLOSUREFAST
Serial Number:	78561023	RFS
Serial Number:	78561030	RFSFLEX
Serial Number:	78561043	VNUS RFS
Serial Number:	78561049	VNUS RFSFLEX
Serial Number:	76421386	CLOSURE II
Serial Number:	76421387	RAVE
Serial Number:	76421388	VNUS RAVE
Serial Number:	76269832	STRIPPING
Serial Number:	75289287	REUNION
Serial Number:	75069275	VNU-
Serial Number:	74719759	VNU GRAPH
Serial Number:	74719247	VNU CLIP
Serial Number:	74719284	VNU SEW

CORRESPONDENCE DATA

Fax Number: (631)501-3526
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6315015700
Email: docket@cdfslaw.com
Correspondent Name: Carter, DeLuca, Farrell & Schmidt, LLP
Address Line 1: 445 Broad Hollow Rd.
Address Line 2: Suite 420
Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	1502-561
NAME OF SUBMITTER:	Pina M. Campagna
Signature:	/pina m. campagna/

Date:

12/15/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of June 26, 2009 (the "Effective Date"), is made between VNUS Medical Technologies, LLC, a Delaware Limited liability company, having a principal place of business at _____ ("Assignor"), and Tyco Healthcare Group, LP, a Delaware limited partnership and the sole member of Assignor, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee");

WHEREAS, by Action of a Certificate of Conversion dated as of June 26, 2009, Pursuant to Sections 103 and 266 of the General Corporation Law of the State of Delaware and Sections 18-204 and 18-214 of the Delaware Limited Liability Company Act, VNUS Medical Technologies, Inc. was converted into Assignor;

WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Schedule A, attached hereto and incorporated herein (collectively the "Marks");

WHEREAS, Assignee is the sole member, and owner of all the outstanding limited liability company interests, of Assignor; and

WHEREAS, by Action By Written Consent of Assignee dated as of June 26, 2009, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved (i) the dissolution of Assignor in accordance with the Company's limited liability company agreement and Section 18-801 of the Delaware Limited Liability Company Act (the "Act"), (ii) the winding up of the Assignor's affairs and the distribution of its assets in accordance with Sections 18-803 and 18-804 of the Act and the resolutions set forth in the Sole member Consent and (iii) in connection with and to effectuate such distribution of the Company's assets, the terms and conditions of this Agreement whereby Assignor is assigning to Assignee all of the Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, and Assignee is assuming all the liabilities of Assignor, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Agreement" is defined in the introductory paragraph.

"Effective Date" is defined in the introductory paragraph.

"Marks" means any trademarks, service marks, trade names, service names, trade dress, logos, business names, and any other intangible rights of attribution or association recognized in any jurisdiction anywhere in the world.

2. Assignment. WHEREAS, Assignor hereby conveys and assigns to Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, 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 in and to the Marks.

3. Representations and Warranties. WHEREAS, Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

Now, therefore, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee the whole and the entire right, title, interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks.

4. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in all of the assets,

properties and rights of Assignor and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all debts, obligations and liabilities, contracts and obligations of every kind, character or description of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").

5. Effective Time. The assignment by Assignor to Assignee of all the assets, properties and rights of Assignor and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.

6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

7. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.

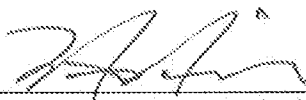
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

ASSIGNOR:

VNUS Medical Technologies, LLC

By: TYCO HEALTHCARE GROUP LP, its sole Member

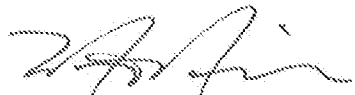
By: COVIDIEN INC.,
Its sole General Partner

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

ASSIGNEE:

TYCO HEALTHCARE GROUP LP

By: COVIDIEN INC.,
Its sole General Partner

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

Schedule A

U.S. Registered Trademarks

Registration No.	Registration Date	Application No.	Filing Date	Mark
3293747	18-SEP-2007	78830085	06-MAR-2006	Design Only
3658097	21-JUL-2009	78790652	12-JAN-2006	CLOSURE
3410581	08-APR-2008	78754629	15-NOV-2005	CLOSUREPLUS
3291544	11-SEP-2007	78476050	30-AUG-2004	RFGPLUS
2987019	23-AUG-2005	76586175	12-APR-2004	VNUS CLOSURE
3074419	28-MAR-2006	78352068	14-JAN-2004	VAREX
2717360	20-MAY-2003	76421385	14-JUN-2002	STRIPPING (word and design)
2479931	21-AUG-2001	76109593	15-AUG-2000	Design Only
2236136	30-MAR-1999	75289470	09-MAY-1997	RESTORE
2236135	30-MAR-1999	75289469	09-MAY-1997	CLOSURE
2208189	08-DEC-1998	75275067	15-APR-1997	ECHO-CUFF
2118243	02-DEC-1997	74669186	02-MAY-1995	VNUS

Non-U.S. Trademarks

Country	Registration Date	Registration No.	Application No.	Mark
Canada	18-NOV-1998	TMA511501	079625100	VNUS
Mexico	12-MAY-2006	933310	761050	VNUS
Mexico	04-JUL-1996	525059	247141	VNUS
United Kingdom	02-AUG-1996	2043228	2043228	VNUS
European Community	16-OCT-2003	2064657	2064657	CLOSURE
European Community	18-MAY-1999	651315	651315	ECHO-CUFF
European Community	15-FEB-1999	183145	183145	VNUS
European Community	09-JUL-1998	183160	183160	VNU
Australia	02-NOV-1995	677096	677096	VNUS
Japan	05-DEC-1997	3365112	H07-114526	VNUS

U.S. Trademark Applications

Application No.	Filing Date	Mark
77531021	24-JUL-2008	ADMD (word and design)
77531023	24-JUL-2008	ADMD
77149005	04-APR-2007	RFSFAST
77039983	08-NOV-2006	VNUS CLOSUREFAST
77039977	08-NOV-2006	THE VEIN STORE
78754627	15-NOV-2005	CLOSUREPLEX
78754642	15-NOV-2005	CLOSURERFS
78754633	15-NOV-2005	CLOSUREFAST
78830069	06-MAR-2006	Design Only
78981242	15-NOV-2005	CLOSURERFS
78981195	15-NOV-2005	CLOSUREFAST
78561023	04-FEB-2005	RFS
78561030	04-FEB-2005	RFSFLEX
78561043	04-FEB-2005	VNUS RFS
78561049	04-FEB-2005	VNUS RFSFLEX
76421386	14-JUN-2002	CLOSURE II
76421387	14-JUN-2002	RAVE
76421388	14-JUN-2002	VNUS RAVE
76269832	11-JUN-2001	STRIPPING (word and design)
75289287	09-MAY-1997	REUNION
75069275	08-MAR-1996	VNU-
74719759	24-AUG-1995	VNU GRAPH
74719247	23-AUG-1995	VNU CLIP
74719284	23-AUG-1995	VNU SEW

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