

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nellcor Puritan Bennett, LLC		11/27/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAIRE, Inc.		
<b>Street Address:</b>	One Infinity Corporate Centre Drive		
<b>City:</b>	Garfield Heights		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44125-5370		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1481447	COMPANION	
Registration Number:	1337633	COMPANION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8672		
Email:	ipdocket@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	22459/05043		
NAME OF SUBMITTER:	Timothy J. Connors		
Signature:	/timothy j. connors/		

CH \$65.00 1481447

**TRADEMARK**

Date:

02/16/2010

Total Attachments: 4

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## ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made as of this 27<sup>th</sup> day of November, 2009,

### BY AND AMONG:

Nellcor Puritan Bennett, LLC, a limited liability company organized under the laws of Delaware (**Assignor**); and

CAIRE, Inc., a Delaware corporation with an address at One Infinity Corporate Centre Drive, Garfield Heights, OH 44125-5370 (**Assignee**).

Assignor and Assignee are referred to collectively herein as the **Parties**.

### WHEREAS:

- (A) Assignor has a right, title, and/or interest in and to certain U.S. and foreign marks, registered trademarks and service marks, and trademark and service mark applications, including the goodwill of the company symbolized by the marks and registrations, said marks, registered trademarks and service marks, and trademark and service mark applications being listed in Exhibit A hereto, and referred to herein as the **Trademarks**. Covidien Group, S.A.R.L., a Luxembourg company (**Seller**), and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 2, 2009. Seller is the direct or indirect owner of controlling stock, partnership or limited liability company interests in Assignor, and has agreed, pursuant to the terms and conditions set forth in that Agreement, to cause Assignor to transfer Assignor's right, title, and/or interest in the Trademarks; and
- (B) Assignee desires to acquire all of Assignor's right, title and/or interest in, to and under the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's right, title, and/or interest in and to the Trademarks, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto worldwide, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for infringement of the rights assigned herein, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

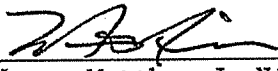
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to issue any registrations granted for said Trademarks to Assignee as the owner of the right, title, and/or interest in said Trademarks.

Without additional consideration from Assignee, Assignor agrees to execute and deliver to Assignee, or its successor or assign, at a future date any additional documents that Assignee, or any successor or assign, reasonably determines are required to document or perfect the right, title, and/or interest of Assignee, its successors or assigns, in the Trademarks anywhere in the world.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:  
Nellcor Puritan Bennett, LLC

By:   
Name: Matthew J. Nicolella  
Title: Vice President & Asst. Secretary

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:  
CAIRE, Inc.

By: \_\_\_\_\_  
Name:  
Title:

IN TESTIMONY WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first above written.

ASSIGNOR:  
Nellcor Puritan Bennett, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:  
CAIRE, Inc.

By: James H. Hoppel Jr.  
Name: JAMES H. HOPPEL JR.  
Title: VICE PRESIDENT - CORPORATE DEVELOPMENT  
AND TREASURER

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	STATUS	APP. NO.	ISSUING DATE	REG. NO.	REG. DATE	NEXT RENEWAL DATE
COMPANION	U.S.A.	Registered	73/481155	21-May-84	1337633	28-May-85	28-May-15
COMPANION	U.S.A.	Registered	73/648038	06-Mar-87	1481447	22-Mar-88	22-Mar-18