

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                       |
|----------------------------------|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT   |                       |
| <b>NATURE OF CONVEYANCE:</b>     |  | Assignment of forty nine percent (49%) of Assignor's entire right, title, interest, and goodwill |                       |
| <b>CONVEYING PARTY DATA</b>      |  |  |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>  | <b>Entity Type</b>    |
| Bacchus Vascular, LLC            |  | 03/27/2009   | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |  |                       |
| <b>Name:</b>                     | Valleylab Holding Corporation  |  |                       |
| <b>Street Address:</b>           | 150 Glover Avenue  |  |                       |
| <b>City:</b>                     | Norwalk  |  |                       |
| <b>State/Country:</b>            | CONNECTICUT  |  |                       |
| <b>Postal Code:</b>              | 06856  |  |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |  |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |  |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>   |                       |
| <b>Serial Number:</b>            | 77281324   | SPIRALFUSE   |                       |
| <b>CORRESPONDENCE DATA</b>       |  |  |                       |
| <b>Fax Number:</b>               | (631)501-3526  |  |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                       |
| <b>Phone:</b>                    | 6315015700   |  |                       |
| <b>Email:</b>                    | ldavis@cdfslaw.com   |  |                       |
| <b>Correspondent Name:</b>       | Carter, DeLuca, Farrell & Schmidt, LLP   |  |                       |
| <b>Address Line 1:</b>           | 445 Broad Hollow Rd.   |  |                       |
| <b>Address Line 2:</b>           | Suite 420  |  |                       |
| <b>Address Line 4:</b>           | Melville, NEW YORK 11747   |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1502-476   |  |                       |
| <b>NAME OF SUBMITTER:</b>        | Pina M. Campagna   |  |                       |
| <b>Signature:</b>                | /pina m. campagna/   |  |                       |

CH \$40.00 77281324

**900163172**

**TRADEMARK  
 REEL: 004213 FRAME: 0809**

Date:

05/27/2010

Total Attachments: 3

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## **TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of March 27, 2009 (the "Effective Date"), is made between Bacchus Vascular, LLC, a Delaware limited liability company, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignor"), and Valleylab Holding Corporation, a Delaware corporation and a direct wholly owned subsidiary of United States Surgical Corporation, a Delaware corporation and the sole member of Assignor (hereinafter "Contributor"), having a principal place of business at 150 Glover Avenue, Norwalk, Connecticut 06856 ("Assignee");

WHEREAS, by Action of a Merger dated as of March 26, 2009, Pursuant to Section 264 of the General Corporation Law of the State of Delaware and Section 18-209 of the Delaware Limited Liability Company Act, Bacchus Vascular, Inc. was merged into Assignor;

WHEREAS, Assignor owns the entire right, title and interest in and to U.S. Trademark Serial No. 77/281324 and any registration resulting therefrom from the registration for the mark SPIRALFUSE (hereinafter "the Mark") for the goods "Infusion Catheters" in International Class 010, including any international rights thereto;

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

WHEREAS, by the Contribution Agreement dated as of March 27, 2009, as the sole member of Assignor (the "Sole Member Consent"), Contributor 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 forty nine percent (49%) of Assignor's entire right, title, and interest in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign forty nine percent (49%) of its entire right, title and interest in and to the Mark 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:

1. 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.

"Mark" is defined above and includes 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, forty nine percent (49%) of Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, 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 Mark.

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

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

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

(iii) there are no liens or security interests against the Mark;

(iv) 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

(v) 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 forty nine percent (49%) of its entire right, title, interest in and to the Mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), 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 application for registration of the Mark to Assignee as assignee of forty nine percent (49%) 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 forty nine percent (49%) ownership of the Mark.

4. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of forty nine percent (49%) of Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark 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 forty nine percent (49%) of its entire right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark 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.

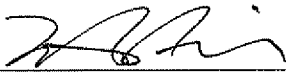
7. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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:

Bacchus Vascular, LLC

By: United States Surgical Corporation, its sole Member

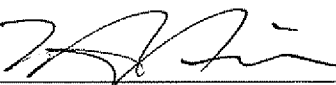
By:  \_\_\_\_\_

Name: Matthew J. Nicolella

Title: Vice President and Assistant Secretary

ASSIGNEE:

Valleylab Holding Corporation

By:  \_\_\_\_\_

Name: Matthew J. Nicolella

Title: Vice President and Assistant Secretary