

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
Valleylab Holding Corporation		03/27/2009	CORPORATION: 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: 19

Property Type	Number	Word Mark
Registration Number:	2528037	BACCHUS VASCULAR
Registration Number:	2523499	BACCHUS
Registration Number:	2795298	FINO
Registration Number:	2700998	TRELLIS
Registration Number:	2645192	SOLERA
Registration Number:	3374422	BV
Serial Number:	76083728	BTC
Serial Number:	76082621	MIW
Serial Number:	76083758	MOTION INFUSION
Serial Number:	76091572	VIBRACATH
Serial Number:	76317271	DOLCE
Serial Number:	78171911	TRELLIS RESERVE
Serial Number:	78178666	PINOT
Serial Number:	78189183	IA

CH \$490.00 2528037

Serial Number:	78478115	ISOLATED THROMBOLYSIS
Serial Number:	78956782	DVT. KNOW MORE.
Serial Number:	78956788	PIONEERING SOLUTIONS FOR DVT.
Serial Number:	78956796	ISOLATED THROMBOLYSIS. THE SIMPLER SOLUTION FOR DVT.
Serial Number:	78956807	CHRONIC COSTS. KNOW MORE.

CORRESPONDENCE DATA

Fax Number: (631)501-3526
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6315015700
Email: ldavis@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:	1502-476 (BACCHUS) TM
NAME OF SUBMITTER:	Pina M. Campagna
Signature:	/pina m. campagna/
Date:	07/08/2010

Total Attachments: 8
source=00107055#page1.tif
source=00107055#page2.tif
source=00107055#page3.tif
source=00107055#page4.tif
source=00107055#page5.tif
source=00107055#page6.tif
source=00107055#page7.tif
source=00107055#page8.tif

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 Valleylab Holding Corporation, a Delaware corporation, having a principal place of business at 5920 Longbow Drive, Boulder, Colorado 80301 ("Assignor"), and Tyco Healthcare Group LP, a Delaware limited partnership, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee");

WHEREAS, Assignor owns forty nine percent (49%) of 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 Schedule A, attached hereto and incorporated herein (collectively the "Marks");

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" means any trademarks, service marks, trade names, service names, trade dress, logos, business names, 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, Assignor's entire 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 forty nine percent (49%) of 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 its entire forty nine percent (49%) 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 forty nine percent (49%) right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire forty nine percent (49%) ownership of the Marks.

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


Valleylab Holding Corporation

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. Trademark Registrations

Trademark	Classes	App. No. Filing Date (MM/DD/YYYY)	Reg. No. Issue Date (MM/DD/YYYY)	Goods & Services	Atty Dkt. No.
BACCHUS VASCULAR	10	75/686832 04/19/1999	2528037 01/08/2002	Cardiovascular catheters	19744T- 000200US
BACCHUS	10	76/034971 04/26/2000	2523499 12/25/2001	Cardiovascular catheters	19744T- 000300US
FINO	10	76/140197 10/03/2000	2795298 12/16/2003	Medical devices, namely thrombectomy catheter & motion infusion catheter	19744T- 001000US
TRELLIS	10	76/139624 10/03/2000	2700998 03/25/2003	Medical devices, namely motion infusion catheter	19744T- 001100US
SOLERA	10	76/140124 10/03/2000	2645192 11/05/2002	Medical devices, namely thrombectomy catheter	19744T- 001200US
BV (Stylized)	10	78/956812 08/21/2006	3374422 01/22/2008	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T- 003400US

U.S. Trademark Applications

Trademark	Classes	App. No. Filing Date (MM/DD/YYYY)	Reg. No. Issue Date (MM/DD/YYYY)	Goods & Services	Atty Dkt. No.
BTC	10	76/083728 07/06/2000		Percutaneous cardiovascular catheters & guidewires for medical use	19744T-000400US
MIW	10	76/082621 07/06/2000		Percutaneous cardiovascular catheters & guidewires for medical use	19744T-000500US
MOTION INFUSION	10	76/083758 07/06/2000		Percutaneous cardiovascular catheters & guidewires for medical use	19744T-000600US
VIBRACATH	10	76/091572 07/17/2000		Percutaneous catheter & infusion wire for dissolving blood clots	19744T-000900US
DOLCE	10	76/317271 09/25/2001		Medical devices, namely, devices used to perform a percutaneous thrombectomy, or blood clot removal	19744T-001400US
TRELLIS RESERVE	10	78/171911 10/07/2002		Medical devices, namely, motion infusion catheters	19744T-001500US
PINOT	10	78/178666 10/25/2002		Medical devices, namely, motion infusion catheters & thrombectomy catheters	19744T-001600US
IA	10	78/189183 11/26/2002		Medical devices, namely, motion infusion catheters	19744T-001700US
ISOLATED THROMBOLYSIS	10	78/478115 09/02/2004		Peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-002700US
DVT. KNOW MORE	10	78/956782 08/21/2006		Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003000US
PIONEERING SOLUTIONS FOR DVT.	10	78/956788 08/21/2006		Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003100US

ISOLATED THROMBOLYSIS. THE SIMPLER SOLUTION FOR DVT.	10	78/956796 08/21/2006		Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003200US
CHRONIC COSTS. KNOW MORE.	10	78/956807 08/21/2006		Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003300US

Foreign Trademark Registrations and Applications

Ctry.	Trademark	Classes	App. No. Filing Date (MM/DD/YYYY)	Reg. No. Issue Date (MM/DD/YYYY)	Goods & Services	Atty Dkt. No.
AU	BACCHUS VASCULAR	10	1149358 11/29/2006	1149358 07/16/2007	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000200AU
CA	BACCHUS VASCULAR	10	1327354 12/08/2006	TMA755680 12/18/2009	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000200CA
EU	BACCHUS VASCULAR	10	5256839 08/14/2006	5256839 09/13/2007	Surgical and medical apparatus and instruments; cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000200EU
JP	BACCHUS VASCULAR	10	2006-110590 11/29/2006	5188730 12/12/2008	Class 10: Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications; medical machines and apparatus.	19744T-000200JP
AU	BACCHUS	10	1149363 11/29/2006	1149363 07/16/2007	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000300AU
CA	BACCHUS	10	1327355 12/08/2006	TMA755686 12/18/2009	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000300CA
EU	BACCHUS	10	5256541 08/14/2006	5256541 08/02/2007	Surgical and medical apparatus and instruments; cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications.	19744T-000300EU

Ctry.	Trademark	Classes	App. No. Filing Date (MM/DD/YYYY)	Reg. No. Issue Date (MM/DD/YYYY)	Goods & Services	Atty Dkt. No.
JP	BACCHUS	10	2006-110591 11/29/2006	5188731 12/12/2008	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications; medical machines and apparatus.	19744T-000300JP
AU	TRELLIS	10	1158303 01/29/2007	1158303 09/03/2007	Medical devices, namely motion infusion catheter	19744T-001100AU
CA	TRELLIS	10	1338889 03/12/2007	TMA727816 11/05/2008	Medical devices, namely motion infusion catheters	19744T-001100CA
EU	TRELLIS	10	4229183 01/07/2005	4229183 03/02/2006	Medical devices, motion infusion catheters	19744T-001100EU
JP	TRELLIS	10	2007-5955 01/26/2007	5086811 10/26/2007	Motion infusion catheter; other medical devices; medical machines and apparatus.	19744T-001100JP
AU	BV (Stylized)	10	1149367 11/29/2006	1149367 04/30/2007	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications being goods	19744T-003400AU
CA	BV (Stylized)		1327353 12/08/2006	TMA755828 12/21/2009	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003400CA
EU	BV (Stylized)	10	5256921 08/14/2006		Surgical and medical apparatus and instruments; cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications	19744T-003400EU
JP	BV (Stylized)	10	2006-110592 11/29/2006	5049876 05/25/2007	Cardiovascular catheters; peripheral infusion catheters and systems used for drug infusion and for other vascular and cardiovascular applications; medical machines and apparatus	19744T-003400JP

{00100089 v1}