

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
Power Medical Interventions, LLC		09/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Tyco Healthcare Group LP
Composed Of:	COMPOSED OF Covidien Inc., a Delaware corporation
Street Address:	555 Long Wharf Drive
Internal Address:	Suite 8N-1 Legal Department
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06511
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2599791	DIGITAL LOADING UNIT
Registration Number:	2629207	POWER MEDICAL INTERVENTIONS
Registration Number:	2727454	SURGASSIST
Registration Number:	3102391	THE ULTIMATE MEDICAL TECHNOLOGY
Serial Number:	77669917	ISURG
Serial Number:	77091365	INTELLIGENT SURGICAL DEVICES
Serial Number:	77073035	INTELLIGENT SURGICAL INSTRUMENTS
Serial Number:	77956268	IDRIVE
Serial Number:	77961821	OMNIQ

CORRESPONDENCE DATA

Fax Number: (203)821-2183

900173792

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-821-2323
Email: trademarks.surgical@covidien.com
Correspondent Name: Dorothy Agoglia
Address Line 1: 555 Long Wharf Drive
Address Line 2: Suite 8N-1 Legal Department
Address Line 4: New Haven, CONNECTICUT 06511

ATTORNEY DOCKET NUMBER:	PMITYCO ASSIGNMENT
NAME OF SUBMITTER:	Mark Farber
Signature:	/markfarber/
Date:	10/13/2010

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of September 24, 2010, is made between Power Medical Interventions, LLC, a Delaware limited liability company ("Assignor"), and Tyco Healthcare Group LP, a Delaware limited partnership and the sole member of Assignor ("Assignee").

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

WHEREAS, by Action By Written Consent of Assignee dated as of September 24, 2010, 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 assets of Assignor and Assignee is assuming all of the liabilities of Assignor;

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. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title, and interest in and to all of the assets, properties and rights of Assignor.
2. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title, and interest in and to 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").
3. Effective Time. The assignment by Assignor to Assignee of all of the assets, properties and rights of Assignor and the acceptance and assumption of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.
4. 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.
5. 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.

[SIGNATURE PAGE FOLLOWS]

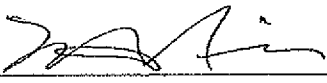
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the day and year first set forth above.

ASSIGNOR:

POWER MEDICAL INTERVENTIONS, LLC

By: TYCO HEALTHCARE GROUP LP, its sole Member

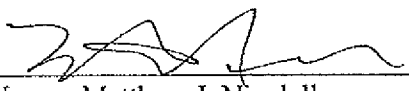
By: COVIDIEN INC.,
its sole General Partner

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

[Signature Page to Assignment and Assumption Agreement]

Schedule A

CountryName	Status	App #	File Date	Reg.#	Reg Date	TrademarkName
Australia	Published	1352042	19-Mar-2010			OMNIQ
Canada	Published	1410786	15-Sep-2008			SURGASSIST
Canada	Published	1389212	28-Mar-2008			POWER MEDICAL INTERVENTIONS
Canada	Pending	1473685	18-Mar-2010			OMNIQ
China (People's Republic)	Registered	3950130	09-Mar-2004	3950130	21-Dec-2005	POWER PORT
China (People's Republic)	Pending		31-Mar-2010			OMNIQ
European Community	Registered	1781889	28-Jul-2000	1781889	17-Sep-2001	POWERMED
European Community	Registered	2687341	29-Apr-2002	2687341	02-Oct-2003	DIGITAL LOADING UNIT
European Community	Registered	2687507	29-Apr-2002	2687507	29-Aug-2003	POWER MEDICAL INTERVENTIONS
European Community	Registered	2687697	29-Apr-2002	2687697	14-Oct-2003	SURGASSIST
European Community	Registered	4212171	22-Dec-2004	4212171	24-Oct-2008	POWER FLEX SHAFT EXTENDER STRAIGHT
European Community	Registered	8961773	17-Mar-2010	8961773	02-Aug-2010	drive
European Community	Registered	8965253	18-Mar-2010	8965253	02-Sep-2010	OMNIQ
Japan	Registered	2001-60584	03-Jul-2001	4550716	08-Mar-2002	POWER MEDICAL INTERVENTION
Japan	Registered	200233101	22-Apr-2002	4603369	13-Sep-2002	SURGASSIST
Japan	Registered	200234863	26-Apr-2002	4690968	11-Jul-2003	DIGITAL LOADING UNIT
Japan	Registered	200233104	22-Apr-2002	4725036	07-Nov-2003	ENABLING SURGERY THROUGH DIGITAL TECHNOLOGY
Japan	Registered	2004119067	28-Dec-2004	4896922	22-Sep-2005	POWER SURGICAL STAPLERS
Japan	Registered	2004119069	28-Dec-2004	4896923	22-Sep-2005	POWER CIRCULAR STAPLER
Japan	Registered	2004119070	28-Dec-2004	4896924	22-Sep-2005	POWER FLEX SHAFT EXTENDER STRAIGHT
Japan	Registered	201021359	18-Mar-2010	5351373	03-Sep-2010	drive
Japan	Pending	201022778	24-Mar-2010			OMNIQ
Mexico	Registered	1084525	26-Apr-2010	1157743	26-Apr-2010	OMNIQ

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Mexico	Registered	769141	11-Oct-2002	769141	19-Nov-2002	SURGASSIST
Mexico	Registered	570417	11-Oct-2002	769142	19-Nov-2002	POWER MEDICAL INTERVENTIONS
Singapore	Published	T1004383A	12-Apr-2010			OMNIQ
South Africa	Pending	201005921	19-Mar-2010			OMNIQ
Switzerland	Registered	527612010	18-Mar-2010	601909	18-Jun-2010	OMNIQ
United States of America	Registered	76250650	03-May-2001	2599791	23-Jul-2002	DIGITAL LOADING UNIT
United States of America	Registered	76189537	04-Jan-2001	2629207	01-Oct-2002	POWER MEDICAL INTERVENTIONS
United States of America	Registered	75715138	21-Jun-1999	2727454	17-Jun-2003	SURGASSIST
United States of America	Registered	78458167	28-Jul-2004	3102391	06-Jun-2006	THE ULTIMATE MEDICAL TECHNOLOGY
United States of America	Published	77669917	13-Feb-2009			iSurg
United States of America	Published	77091365	25-Jan-2007			INTELLIGENT SURGICAL DEVICES
United States of America	Published	77073035	28-Dec-2006			INTELLIGENT SURGICAL INSTRUMENTS
United States of America	Pending	77956268	11-Mar-2010			idrive
United States of America	Published	77961821	18-Mar-2010			OMNIQ