

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Covidien Group Sarl		05/05/2011	LIMITED LIABILITY COMPANY: LUXEMBOURG

**RECEIVING PARTY DATA**

<b>Name:</b>	Tyco Healthcare Group LP
<b>Composed Of:</b>	COMPOSED OF Covidien Inc., a Delaware Corporation
<b>Street Address:</b>	15 Hampshire Street
<b>City:</b>	Mansfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02048
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85076905	PATCHASSIST
Serial Number:	85076909	PATCHASSIST DEVICE
Serial Number:	85122669	PATCHASSIST FOLDING PORT
Serial Number:	85122627	PATCHASSIST FURLING SLEEVE
Serial Number:	85076901	POLYTOUCH MEDICAL
Serial Number:	85076924	POLYTOUCH MEDICAL

**CORRESPONDENCE DATA**

Fax Number: (203)821-2183  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2038212123  
 Email: dorothy.agoglia@covidien.com  
 Correspondent Name: Dorothy Agoglia  
 Address Line 1: 555 Long Wharf Drive  
 Address Line 2: Legal 8N1

**900192922**

**TRADEMARK**  
**REEL: 004549 FRAME: 0365**

**CH \$165.00 85076905**

Address Line 4: New Haven, CONNECTICUT 06511

ATTORNEY DOCKET NUMBER: POLYTOUCH2

NAME OF SUBMITTER: Mark Farber

Signature: /markfarber/

Date: 05/26/2011

Total Attachments: 4  
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source=Cov-Tyco#page2.tif  
source=Cov-Tyco#page3.tif  
source=Cov-Tyco#page4.tif

## ASSIGNMENT

WHEREAS, Covidien Group S.à r.l. (“Assignor”), a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B 61111 and with a registered office at 3b Boulevard Prince Henri, L-1724 Luxembourg, Grand-Duchy of Luxembourg is the owner of all right, title and interest in and to the trademarks listed in Schedule A attached hereto and incorporated herein; and

WHEREAS, Tyco Healthcare Group LP, a limited partnership incorporated under the laws of the state of Delaware in the United States of America and with a registered office at 15 Hampshire Street, Mansfield, Massachusetts 02048 (“Assignee”), is desirous of acquiring said trademarks listed in Schedule A;

WHEREAS, Assignor hereby conveys and assigns to the 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 said trademarks listed in Schedule A, together with all the goodwill of the business symbolized by said trademarks listed in Schedule A, 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 said trademarks listed in Schedule A.

WHEREAS, Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in said trademarks listed in Schedule A;
- (c) The trademarks listed in Schedule A are free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in said trademarks listed in Schedule A;
- (e) This Assignment is valid, binding and enforceable in accordance with its terms; and

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign, sell and transfer unto the Assignee, all of its right, title and interest in and to said trademarks listed in Schedule A in the United States and all jurisdictions outside the United States, together with all the goodwill of the business connected with and symbolized by said trademarks listed in Schedule A (including, without limitation, the right to renew any registrations included in said trademarks listed in Schedule A, the right to apply for trademark registrations within or outside the United States based in whole or in part upon said trademarks listed in Schedule A, and any priority right that may arise from said trademarks listed in Schedule A), 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 entire right, title and interest in and to said trademarks listed in Schedule A.

This assignment by Assignor to Assignee of its entire right, title and interest in and to said trademarks listed in Schedule A, together with the goodwill of the business symbolized by said trademarks listed in Schedule A, all pursuant to this Agreement, shall be effective as of the date hereof.

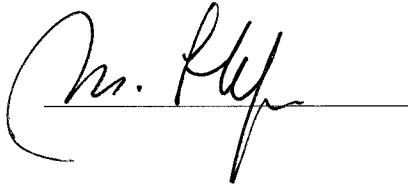
This Agreement shall be governed by the laws of the State of Connecticut, without regard to the principles of conflicts of law thereof.

This Assignment contains the entire understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral assignments, representations or warranties between them respecting the subject matter hereof.

This Assignment may be amended only by a writing signed by both parties.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

Signature: 

Name: Michelangelo Stifa  
Type or print the name of the person authorized to sign on behalf of ASSIGNOR (Covidien Group S.à r.l.)

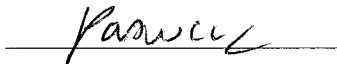
Date: May 5, 2011

Title: General Manager

Note: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261. Use next page if notarization is desired.

Notarization or Legalization Page Added

WITNESS:

Signature: 

Date: May 5, 2011

Location: Florida


ACCEPTED:

Tyco Healthcare Group LP

By: 

Title: Assistant Secretary

SCHEDULE A  
TRADEMARKS

App #	Mark	Inventors	Filing Date	Jurisdiction / Status
85/076905	PATCHASSIST	N/A	7/2/2010	United States / pending
9633207	PATCHASSIST	N/A	12/30/2010	Europe / pending
1509662	PATCHASSIST	N/A	12/30/2010	Canada / pending
85/076909	PATCHASSIST DEVICE	N/A	7/2/2010	United States / pending
85/122669	PATCHASSIST FOLDING PORT	N/A	9/3/2010	United States / pending
9633462	PATCHASSIST FOLDING PORT	N/A	12/30/2010	Europe / pending
1509664	PATCHASSIST FOLDING PORT	N/A	12/30/2010	Canada / pending
85/122627	PATCHASSIST FURLING SLEEVE	N/A	9/3/2010	United States / pending
9633322	PATCHASSIST FURLING SLEEVE	N/A	12/30/2010	Europe / pending
1509663	PATCHASSIST FURLING SLEEVE	N/A	12/30/2010	Canada / pending
85/076901	POLYTOUCH MEDICAL	N/A	7/2/2010	United States / pending
9633272	POLYTOUCH MEDICAL	N/A	12/30/2010	Europe / pending
1509661	POLYTOUCH MEDICAL	N/A	12/30/2010	Canada / pending
85/076924		N/A	7/2/2010	United States / pending