

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellcor Puritan Bennett LLC		09/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Embla Systems, Inc.		
Street Address:	11001 West 120th Ave.		
Internal Address:	Suite 200		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2215543	BREATHSENSOR	
Registration Number:	3446511	POCKET	
Registration Number:	2293035	SANDMAN	
Registration Number:	3659192	SANDMAN ALLIANCE	
Registration Number:	1626915	SLEEPLAB	
CORRESPONDENCE DATA			
Fax Number:	(212)227-4311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 227 4300		
Email:	wthomashower@stllplaw.com		
Correspondent Name:	William Thomashower, Esq.		
Address Line 1:	15 Maiden Lane		
Address Line 2:	Suite 705		
Address Line 4:	New York, NEW YORK 10038-5120		

OP \$140.00 2215543

ATTORNEY DOCKET NUMBER:	EMBLA ASSIGNS
NAME OF SUBMITTER:	William Thomashower
Signature:	/William Thomashower/
Date:	06/09/2011
Total Attachments: 5 source=Trademark assignment 091809 EXECUTED with schedules#page1.tif source=Trademark assignment 091809 EXECUTED with schedules#page2.tif source=Trademark assignment 091809 EXECUTED with schedules#page3.tif source=Trademark assignment 091809 EXECUTED with schedules#page4.tif source=Trademark assignment 091809 EXECUTED with schedules#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, executed and delivered as of September 18, 2009, by each of the entities set forth on Schedule A attached hereto (collectively, "Assignors") for the benefit of Embla Systems, Inc., a New York corporation with an address at 11001 West 120th Ave., Suite 200, Broomfield CO 80021 ("Assignee").

WHEREAS, Assignors, Covidien Group S.a.r.l., a Luxembourg company, and Assignee have entered into that certain Asset Purchase Agreement dated as of September 2, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of each Assignor's right, title and interest in, to and under the trademarks, trademark applications, service marks, trade names, trade dress and other indicators of source in connection with the Business set forth on Schedule B attached hereto (collectively, the "Marks"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor hereby irrevocably transfers, conveys, delivers, and assigns to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery, and assignment of, all of such Assignor's right, title and interest in, to, and under the Marks, together with (a) all translations, adaptations, derivations and combinations thereof and all goodwill of the Business associated therewith or symbolized thereby, (b) all income, royalties, and damages hereafter due or payable to such Assignor with respect to the Marks including, without limitation, damages and payments for past, present, or future infringements, dilution, misappropriations and any other violations of the Marks, (c) all rights to sue for any past, present or future infringement or misappropriation of any Mark, and (d) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

To the extent the Marks include any United States trademark application that is based on an intent-to-use, each Assignor acknowledges that this Assignment is to a successor to that portion of such Assignor's business to which the Marks pertain, in accordance with 15 U.S.C. §1060(a)(1).


Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Marks are registered to record Assignee as the owner of any and all of such Assignor's right, title and interest in the Marks and issue any trademarks which may be granted on any applications included in the Marks to Assignee as assignee of such Assignor's entire right, title and interest therein and thereto.

Each Assignor agrees to execute, for no additional consideration, any powers-of-attorney, applications, assignments, declarations, affidavits and other papers as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Marks.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

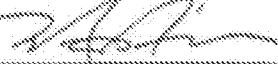
Nelcor Puritan Bennett (Melville) Ltd

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

Mallinckrodt Inc.

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

Nelcor Puritan Bennett LLC

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

Schedule A

Selling Entry	Jurisdiction
Nelcor Puritan Bennett (Melville) Ltd	Canada
Mallinckrodt Inc.	Delaware (US) (Incorporation)
Nelcor Puritan Bennett LLC	Delaware (US) (Incorporation)

Schedule B

MARK	CLASS	STATUS	REG. NO.	REG. DATE	REG. DATE	REG. DATE
BREATHSENSOR	U.S.A.	Registered	74684766	10-Mar-95	2215543	29-Dec-98
EDENTRACE	Australia	Registered/TBA	860917	12-May-95	660917	12-May-95
EDENTRACE	Canada	Registered/TBA	767243	11-Jul-95	475058	22-Apr-97
EDENTRACE	France	Registered/TBA	95671419	12-May-95	95671419	12-May-95
EDENTRACE	Germany	Registered/TBA	39520722.3	17-May-95	39520722	29-Mar-96
HYPNOPTT	European Community	Registered/TBA	2461036		2461036	13-Nov-01
HYPNOSCAN	European Community	Registered/TBA	2461101		2461101	13-Nov-01
POCKET	U.S.A.	Registered	78597336	29-Mar-05	3446511	10-Jun-08
SANDMAN	Australia	Registered	725724	16-Jan-97	725724	16-Jan-97
SANDMAN	Brazil	Registered	819794864	23-Sep-97	819794864	03-Aug-99
SANDMAN	Canada	Registered	719425	22-Dec-92	440471	17-Mar-95
SANDMAN	European Community	Registered	430496	10-Dec-96	430496	10-Dec-96
SANDMAN	Germany	Registered	39656414	12-Dec-96	39656414	12-Dec-96
SANDMAN	Japan	Registered	9-3089	17-Jan-97	4253637	28-Mar-99
SANDMAN	U.S.A.	Registered	75142270	26-Jul-98	2293035	16-Nov-99
SANDMAN						
ALLIANCE	Australia	Pending	1293199	30-Jan-09		
SANDMAN	Canada	Pending	1425241	30-Jan-09		
ALLIANCE	European Community	Pending	007576739	02-Feb-09		

SANDMAN ALLIANCE	U.S.A.	Registered	777539621	31-Jul-09	3659192	21-Jul-09
SANDMAN EASY	U.S.A.	Registered/TBA	757781741	29-Aug-09	2635969	18-Oct-02
SANDMAN ELITE	U.S.A.	Registered	757781740	20-Aug-09	2635968	15-Oct-02
SLEEPLAB	U.S.A.	Registered	74026476	06-Feb-00	1625915	11-Dec-03
SPYDER	Canada	Registered	1269960	06-Jul-05	665038	29-May-08
SPYDER	U.S.A.	Registered	78124824	29-Apr-02	2898038	28-Oct-04
SUZANNE	Japan	Registered/TBA	2001101075	12-Nov-01	4639662	24-Jan-03
SUZANNE	U.S.A.	Registered/TBA	797781739	20-Aug-09	2759211	02-Sep-03