

TRADEMARK ASSIGNMENT

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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
Mallinckrodt Inc.		06/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mallinckrodt Brand Pharmaceuticals, Inc.		
Street Address:	675 McDonnell Boulevard		
City:	Hazelwood		
State/Country:	MISSOURI		
Postal Code:	63042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1526467	OPTIRAY	
Registration Number:	2084189	MALLINCKRODT	
Registration Number:	1410012	MALLINCKRODT	
Registration Number:	0884412	MALLINCKRODT	
CORRESPONDENCE DATA			
Fax Number:	(314)654-3156		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3146546374		
Email:	trademarks@covidien.com		
Correspondent Name:	Angela J. Nickerson		
Address Line 1:	675 McDonnell Boulevard		
Address Line 4:	Hazelwood, MISSOURI 63042		
ATTORNEY DOCKET NUMBER:	TM-MAINT-CORPORATE		
NAME OF SUBMITTER:	Angela J. Nickerson		

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TRADEMARK
 REEL: 004597 FRAME: 0274

Signature:	/Angela J. Nickerson/
Date:	08/04/2011
Total Attachments: 6 source=Mallinckrodt & Optiray TM Assignment#page1.tif source=Mallinckrodt & Optiray TM Assignment#page2.tif source=Mallinckrodt & Optiray TM Assignment#page3.tif source=Mallinckrodt & Optiray TM Assignment#page4.tif source=Mallinckrodt & Optiray TM Assignment#page5.tif source=Mallinckrodt & Optiray TM Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is dated as of June 21, 2011, and is made from Mallinckrodt Inc., a Delaware corporation having a place of business at 675 McDonnell Blvd., St. Louis, Missouri 63042 (the "Assignor") to Mallinckrodt Brand Pharmaceuticals Inc., a Delaware corporation having a place of business at 675 McDonnell Blvd., St. Louis, Missouri 63042 (the "Assignee").

WHEREAS, the Assignor has adopted and used and is using in commerce the "MALLINCKRODT" trademark, including the registrations and applications for registration listed on Schedule A hereto, (collectively, the "Mallinckrodt Trademarks"), and Assignor has adopted and used and is using in commerce the "OPTIRAY" trademark, including the registrations and applications for registration listed on Schedule A hereto, (collectively, the "Optiray Trademarks", and together with the Mallinckrodt Trademarks, the "Trademarks");

WHEREAS, effective as of February 1, 1993, Mallinckrodt TMH, a Nevada corporation ("TMH"), became the owner of all right, title and interest in and to the Mallinckrodt Trademarks, as well as all goodwill associated with the Mallinckrodt Trademarks;

WHEREAS, on March 5, 1993, TMH entered into a License Agreement pursuant to which it granted to the Assignor (f/k/a Mallinckrodt Medical, Inc.) a non-exclusive license in the United States to use the Mallinckrodt Trademarks (the "MMI License");

WHEREAS, on March 11, 1993, TMH entered into a License Agreement pursuant to which it granted to Mallinckrodt Specialty Chemicals Company, a Delaware corporation ("MSC"), a non-exclusive license in the United States to use certain of the Mallinckrodt Trademarks (the "MSC License") and, together with the MMI License, the "1993 Licenses");

WHEREAS, on April 15, 1994, MSC changed its name to Mallinckrodt Chemical, Inc. ("MCI"), and on June 18, 1998, MCI merged with and into the Assignor, with the Assignor the surviving corporation, after which the Assignor became licensee of the Mallinckrodt Trademarks under the 1993 Licenses;

WHEREAS, prior to July 1, 2001, the Assignor, Nelcor Puritan Bennett LLC (formerly known as Nelcor Puritan Bennett Inc.), a Delaware limited liability company, Liebel-Flarsheim Company, a Delaware corporation, Life Design Systems, Inc., a Wisconsin corporation, and Lafayette Pharmaceuticals, Incorporated, a Delaware corporation (collectively, the "Mallinckrodt Entities"), collectively conducted a business that primarily involved the design, manufacture, distribution and sale of diagnostic imaging, pain relief and respiratory care products (the "Mallinckrodt Business");

WHEREAS, pursuant to that certain Mallinckrodt Operating Agreement, dated as of July 1, 2001, by and among the Mallinckrodt Entities and Tyco Healthcare Group LP, a Delaware limited partnership ("THGLP"), Assignor transferred to THGLP all of the benefits and

burdens associated with its interest in and to the Mallinckrodt Business, including its interest as licensee under the 1993 Licenses, both economically and for tax purposes;

WHEREAS, consistent with the Mallinckrodt Operating Agreement, the Mallinckrodt Business was operated through the Mallinckrodt Division of THGLP;

WHEREAS, on September 26, 2008, TMH merged with and into the Assignor, with the Assignor the surviving corporation, and as a result: (i) the Assignor became the owner of all right, title and interest in and to the Mallinckrodt Trademarks, as well as all goodwill associated with the Mallinckrodt Trademarks; (ii) the Assignor became the successor-in-interest to TMH as licensor under the 1993 Licenses; and (iii) THGLP remained the licensee under the 1993 Licenses both economically and for tax purposes;

WHEREAS, pursuant to that certain Contribution and Assignment Agreement, dated as of September 25, 2010 (the "2010 Contribution Agreement"), by and between THGLP and Mallinckrodt Enterprises LLC (f/k/a Mallinckrodt LLC), a Delaware limited liability company ("ME LLC"), THGLP transferred, assigned, conveyed, and delivered to ME LLC all of its right, title, and interest in and to the Mallinckrodt Pharma Business Assets (as defined in the 2010 Contribution Agreement), but retained all of its right, title, and interest in and to the assets of the Mallinckrodt Business other than the Mallinckrodt Pharma Business (as defined in the 2010 Contribution Agreement) (such Mallinckrodt Business other than the Mallinckrodt Pharma Business, the "Remaining Mallinckrodt Business"), such that with respect to the 1993 Licenses, THGLP remained the licensee, both economically and for tax purposes, with respect to the use of the Mallinckrodt Trademarks in connection with the Remaining Mallinckrodt Business;

WHEREAS, on June 21, 2011, the Assignor and THGLP entered into a Confirmatory Trademark License Agreement wherein the Assignor and THGLP confirmed and clarified the 1993 Licenses with respect to the use of the Mallinckrodt Trademarks in connection with the Remaining Mallinckrodt Business;

WHEREAS, pursuant to the 2010 Contribution Agreement, THGLP transferred, assigned, conveyed, and delivered to ME LLC all of its right, title, and interest in and to the Mallinckrodt Pharma Business Assets (as defined in the 2010 Contribution Agreement), including such rights of THGLP under the 1993 Licenses as pertain to the Mallinckrodt Pharma Business (as defined in the 2010 Contribution Agreement), such that with respect to the 1993 Licenses, ME LLC became the licensee, both economically and for tax purposes, with respect to the use of the Mallinckrodt Trademarks in connection with the Mallinckrodt Pharma Business (as defined in the 2010 Contribution Agreement);

WHEREAS, on June 21, 2011, the Assignor and ME LLC entered into a Confirmatory Trademark License Agreement wherein the Assignor and ME LLC confirmed and clarified the 1993 Licenses with respect to the use of the Mallinckrodt Trademarks in connection with the Mallinckrodt Pharma Business (as defined in the 2010 Contribution Agreement);

WHEREAS, on October 1, 2007, Mallinckrodt Medical PMC, a Nevada corporation ("PMC") owned all right, title, and interest in and to the Optiray Trademarks;

WHEREAS, on October 1, 2007, PMC and the Mallinckrodt Division of THGLP entered into that certain License Agreement (the "2007 Agreement"), pursuant to which PMC granted to THGLP an exclusive license to the Optiray Trademarks;

WHEREAS, on September 26, 2008, PMC merged with and into the Assignor, and as a result, the Assignor became the owner of all right, title, and interest in and to the Optiray Trademarks, and successor-in-interest to PMC as licensor under the 2007 Agreement;

WHEREAS, pursuant to the 2010 Contribution Agreement, THGLP transferred, assigned, conveyed, and delivered to ME LLC all of its right, title, and interest in and to the Mallinckrodt Pharma Business Assets (as defined in the 2010 Contribution Agreement), including THGLP's interest in and to the 2007 Agreement;

WHEREAS, on June 21, 2011, the Assignor and ME LLC entered into a Confirmatory License Agreement, wherein the Assignor and ME LLC confirmed and clarified the 2007 Agreement;

WHEREAS, the Assignee desires to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title and interest in and to the Trademarks, without prejudice to, and without affecting, any existing licenses to the Trademarks (other than to replace the Assignor with the Assignee as licensor under such existing licenses); and

WHEREAS, the parties to this Agreement intend that the Assignment shall be treated for United States federal income tax purposes as a contribution to a corporation controlled by the Assignor within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignment of Rights. The Assignor does hereby perpetually and irrevocably convey, transfer, assign and deliver to the Assignee all of the Assignors' entire right, title and interest in and to the Trademarks, including without limitation, the goodwill of the business symbolized by the Trademarks, all registrations and applications for registration thereof, if any, all common law rights in the Trademarks and the right to sue for present, past and/or future infringement, in the United States and its territorial possessions.

2. Further Assurances. The Assignor agrees to execute and deliver all documents and assignments and to perform such other acts as the Assignee may reasonably request to secure to it the rights, titles and interests hereby transferred, conveyed assigned and delivered to the Assignee.

3. Recordation. The Assignor hereby requests the United States Patent and Trademark Office to record this Assignment to the Assignee.

4. General. The Trademarks and trademark rights transferred, conveyed, assigned and delivered to the Assignee are to be held and enjoyed by the Assignee, for the Assignee's own

use, and for the use of Assignee's legal representatives, successors and assigns to the full end of the terms for which said Trademarks and trademark rights exist or may be granted on the foregoing, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Assignment will be governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

(The remainder of this page has been intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the Assignor has executed, made and entered into this Trademark Assignment as of the date first set forth above.

Mallinckrodt Inc. (as the Assignor)

By: 

Name: John W. Kapples
Title: Vice President

Agreed and Accepted:

Mallinckrodt Brand Pharmaceuticals Inc.
(as the Assignee)

By: 

Name: John W. Kapples
Title: Vice President & Secretary

SCHEDULE A
TO THE TRADEMARK ASSIGNMENT

Trademark	Country	Registration Number	Registration Date
OPTIRAY	United States	1526467	February 28, 1989
MALLINCKRODT & Design	United States	2084189	July 29, 1997
MALLINCKRODT	United States	1410012	September 23, 1986
MALLINCKRODT	United States	0884412	January 20, 1970

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