

**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
Lumen Biomedical, Inc.		06/23/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Medtronic, Inc.		
Street Address:	710 Medtronic Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55432-5604		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065995	FIBERNET	
CORRESPONDENCE DATA			
Fax Number:	(763)505-2530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7635052526		
Email:	trademark@medtronic.com		
Correspondent Name:	Trademark Dept.		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		
ATTORNEY DOCKET NUMBER:	T6230US LG09724.800		
NAME OF SUBMITTER:	Cindy L. Evenson		
Signature:	/Cindy L. Evenson/		
Date:	08/17/2011		
Total Attachments: 3 source=Lumen Biomedical#page1.tif source=Lumen Biomedical#page2.tif source=Lumen Biomedical#page3.tif			

**CH \$40.00 3065995**

## TRADEMARK ASSIGNMENT

WHEREAS, Lumen Biomedical, Inc., a Minnesota corporation ("Assignor"), is the owner of the entire right, title and interest in and to the trademarks and associated trademark applications and registrations set forth on Exhibit A attached hereto, along with all rights and goodwill associated therewith ("collectively, Trademarks"); and


WHEREAS, Medtronic, Inc., a Minnesota corporation ("Assignee"), and Assignor are parties to an Asset Purchase Agreement dated June 10, 2011, pursuant to which Assignee is purchasing, among other things, certain intellectual property of Assignor, including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor, for itself and its successors and assigns does hereby transfer, assign and set over unto Assignee, its successors, transferees and assigns, all of the right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks, all rights to seek and collect damages and other relief for past and future infringements and all proceeds thereof and all other rights and proceeds associated therewith. Assignor agrees to execute any additional documents presented to Assignor by Assignee and to perform any other lawful acts which are or may be necessary to evidence or perfect this Trademark Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their duly authorized officers and affixed their its seal as dated below.

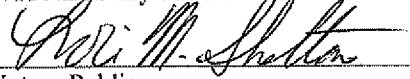
**Lumen Biomedical, Inc.**

By:   
Name: Matthew F. Oyle  
Title: Chairman

State of Minnesota)  
County of Hennepin)

On 6-23-11, before me, Lori M. Skelton, personally appeared Matthew Oyle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public  
My Commission Expires on 1-31-2015



**EXHIBIT A**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
FIBERNET	U.S.	3,065,995	March 7, 2006	Registered
FIBERNET	International	871168	January 8, 2007	Registered
FIBERNET	Canada	TMA760,957	March 5, 2010	Registered