

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
Barrx Medical LLC	FORMERLY Barrx Medical, Inc.	03/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tyco Healthcare Group LP		
Doing Business As:	Covidien		
Street Address:	15 Hampshire Street		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85560393	BARRX	
Registration Number:	3665733	BÂRRX MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	(303)581-6632		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-305-2273		
Email:	isabel.zuniga@covidien.com		
Correspondent Name:	Isabel Zuniga		
Address Line 1:	5920 Longbow Drive		
Address Line 4:	Boulder, COLORADO 80301		
ATTORNEY DOCKET NUMBER:	TM-ASSIGNMENT-BARRX		
NAME OF SUBMITTER:	Isabel Zuniga		

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Signature:	/Isabel Zuniga/
Date:	04/11/2012
Total Attachments: 3 source=BARRX LLC to Tyco Healthcare Group LP#page1.tif source=BARRX LLC to Tyco Healthcare Group LP#page2.tif source=BARRX LLC to Tyco Healthcare Group LP#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of March 30, 2012, (the "Effective Date") is made by and between Barrx Medical LLC, a limited liability company organized under the laws of Delaware, residing at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignor"), and Tyco Healthcare Group LP, a limited partnership organized under the laws of Delaware, having a place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Agreement and Plan of Merger dated as of November 18, 2011 (the "Merger 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 Merger Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the 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).


The 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.

The 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 Massachusetts, 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.

Barrx Medical LLC

By: 
Name: Lawrence T. Weiss
Title: Vice President and Assistant Secretary

Tyco Healthcare Group LP

By: 
Name: Lawrence T. Weiss
Title: Vice President and Assistant Secretary



Susan A. Rickard
4/5/2012

SUSAN S. RICKARD
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2016

Schedule A

Selling Entity	Jurisdiction
Barrx Medical LLC	Dealware (US) (Limited Liability Corporation)

SCHEDULE B

TRADEMARK	COUNTRY	STATUS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
BARRX MEDICAL & Design	U.S.A.	Registered	77/503192	19-Jun-2008	3665733	11-Aug-2009	Barrx Medical LLC
BARRX	U.S.A.	Pending	85/560393	5-Mar-2012			Barrx Medical LLC