

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             |
|-----------------------------------|----------|----------------|-------------------------|
| Newport Medical Instruments, Inc. |          | 09/29/2012     | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

|                 |                               |
|-----------------|-------------------------------|
| Name:           | Covidien LP                   |
| Street Address: | 15 Hampshire Street           |
| City:           | Mansfield                     |
| State/Country:  | MASSACHUSETTS                 |
| Postal Code:    | 02048                         |
| Entity Type:    | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3666437 | HT50              |
| Registration Number: | 3785802 | HT70              |
| Registration Number: | 3853306 | HT70 PLUS         |
| Registration Number: | 2274257 | NEWPORT           |
| Registration Number: | 2297750 | NEWPORT BREEZE    |
| Registration Number: | 2709301 | NEWPORT HT50      |
| Registration Number: | 3785801 | NEWPORT HT70      |
| Registration Number: | 3853360 | NEWPORT HT70 PLUS |
| Registration Number: | 2281239 | NEWPORT NMI       |
| Registration Number: | 2281213 | NEWPORT WAVE      |

CORRESPONDENCE DATA

Fax Number: 3033052224  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3666437

Phone: 3033052273  
Email: isabel.zuniga@covidien.com  
Correspondent Name: Isabel Zuniga  
Address Line 1: 6135 Gunbarrel Avenue  
Address Line 4: Boulder, COLORADO 80301

|                         |                        |
|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | NEWPORT TO COVIDIEN LP |
| NAME OF SUBMITTER:      | Isabel Zuniga          |
| Signature:              | /Isabel Zuniga/        |
| Date:                   | 10/09/2012             |

**Total Attachments: 5**

- source=NEWPORT Short-form IP Assignment Agreement (with IP schedules) EXECUTED#page1.tif
- source=NEWPORT Short-form IP Assignment Agreement (with IP schedules) EXECUTED#page2.tif
- source=NEWPORT Short-form IP Assignment Agreement (with IP schedules) EXECUTED#page3.tif
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**EXECUTION VERSION**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of September 29, 2012, is by and between Newport Medical Instruments, Inc., a California corporation (the “Assignor”) and Covidien LP (formerly known as Tyco Healthcare Group LP), a Delaware limited partnership (the “Assignee”).

WHEREAS, the Assignor and the Assignee are party to that certain Contribution Agreement, dated as of September 29, 2012 (the “Contribution Agreement”), pursuant to which the Assignor contributed to the Assignee certain assets, including all of its right, title and interest in and to certain of the patents and patent applications set forth on Schedule I hereto and all of its right, title and interest in and to certain of the trademark registrations and applications for registration set forth on Schedule II hereto and all goodwill associated therewith; and

WHEREAS, the Assignor and the Assignee are entering into this Agreement for purposes of recording the contribution from the Assignor to the Assignee of the patents and patent applications set forth on Schedule I hereto (the “Patents”) and the trademark registrations and applications for registration set forth on Schedule II hereto and all goodwill associated therewith (the “Trademarks”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Contribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

**SECTION 1. Assignment of Rights.** The Assignor does hereby perpetually and irrevocably contribute or transfer, assign, convey and deliver to, as applicable, the Assignee all of the Assignor’s entire right, title and interest in and to the Patents and the Trademarks, including, without limitation, the goodwill of the business symbolized by the Trademarks and the right to sue for past, present and/or future infringements, misappropriations, dilutions and other violations of the Patents and Trademarks, in each case, the same to be held and enjoyed by the Assignee (and its successors and assigns) as fully and completely as by the Assignor had this Agreement not been made.

**SECTION 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 the Assignee the rights, titles and interests hereby contributed or transferred, assigned, conveyed and delivered, as applicable, to the Assignee.

**SECTION 3. Recordation.** The Assignor hereby requests and authorizes the United States Patent and Trademark Office, and any other applicable governmental entity, to record this

Agreement and the Assignee as the owner of the Patents and Trademarks, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee (and its successors and assigns). The Assignee shall have the right to record this Agreement with all applicable governmental entities so as to record its ownership of the Patents and the Trademarks, and all goodwill associated therewith.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts (which may be delivered by facsimile or similar electronic transmission). Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Assignor and the Assignee has caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

**ASSIGNEE:**


COVIDIEN LP

By: COVIDIEN HOLDING INC.  
its sole general partner

By:   
Name: John W. Kapples  
Title: Vice President and Secretary

**ASSIGNOR:**

NEWPORT MEDICAL INSTRUMENTS,  
INC.

By:   
Name: John W. Kapples  
Title: Vice President and Secretary

SCHEDULE I

Patents and Patent Applications

| Status    | Ctry | Title  | Filed    | App. No.       | Issued   | Pat. No. |
|-----------|------|--|----------|----------------|----------|----------|
| Granted   | CA   | RECIPROCATING MACHINE                                      | 4/3/97   | 2228092        | 9/21/04  | 2228092  |
| Granted   | CH   | RECIPROCATING MACHINE                                      | 4/3/97   | 97914536.4     | 6/1/05   | 0846226  |
| Granted   | CN   | RECIPROCATING MACHINE                                      | 4/3/97   | 19971090695    | 10/17/01 | 1195391  |
| Granted   | DE   | RECIPROCATING MACHINE                                      | 4/3/97   | 97914536.4     | 6/1/05   | 0846226  |
| Granted   | FR   | RECIPROCATING MACHINE                                      | 4/3/97   | 97914536.4     | 6/1/05   | 0846226  |
| Granted   | GB   | RECIPROCATING MACHINE                                      | 4/3/97   | 97914536.4     | 6/1/05   | 0846226  |
| Granted   | US   | RECIPROCATING MACHINE                                      | 4/16/96  | 08/632838      | 6/9/98   | 5762480  |
|           |      |  |          |                |          |          |
| Granted   | US   | PRESSURE SUPPORT VENTILATION CONTROL SYSTEM AND METHOD     | 8/8/00   | 09/634513      | 8/27/02  | 6439229  |
|           |      |  |          |                |          |          |
| Granted   | US   | HUMIDIFIER SYSTEM FOR ARTIFICIAL RESPIRATION               | 12/15/04 | 11/013512      | 9/30/08  | 7428902  |
|           |      |  |          |                |          |          |
| Pending   | US   | PUMP PISTON ASSEMBLY WITH ACOUSTIC DAMPENING DEVICE        | 9/30/11  | 13/249918      |          |          |
|           |      |  |          |                |          |          |
| Published | US   | OXYGEN ENRICHMENT DEVICE AND VENTILATOR                    | 9/15/10  | 12/883021      |          |          |
| Published | WO   | OXYGEN ENRICHMENT DEVICE AND VENTILATOR                    | 8/5/11   | PCTUS11/046792 |          |          |
|           |      |  |          |                |          |          |
| Granted   | US   | RECIPROCATING DRIVE APPARATUS AND METHOD                   | 12/22/05 | 11/315608      | 2/2/10   | 7654802  |
|           |      |  |          |                |          |          |
| Granted   | DE   | BREATHING APPARATUS  | 10/15/01 | 01981588.5     | 3/16/05  | 1326670  |
| Granted   | EP   | BREATHING APPARATUS  | 10/15/01 | 01981588.5     | 3/16/05  | 1326670  |
| Granted   | GB   | BREATHING APPARATUS  | 10/15/01 | 01981588.5     | 3/16/05  | 1326670  |
| Granted   | US   | BREATHING APPARATUS AND METHOD                             | 10/17/00 | 09/690970      | 9/23/03  | 6622726  |
|           |      |  |          |                |          |          |
| Pending   | BR   | PUMP AND EXHALATION VALVE CONTROL FOR RESPIRATOR APPARATUS | 9/23/09  | PI0923269-9    |          |          |
| Pending   | CN   | PUMP AND EXHALATION VALVE CONTROL FOR RESPIRATOR APPARATUS | 9/23/09  | 200980148179.2 |          |          |
| Pending   | DE   | PUMP AND EXHALATION VALVE CONTROL FOR RESPIRATOR APPARATUS | 9/23/09  | 112009003558.2 |          |          |
| Pending   | IL   | PUMP AND EXHALATION VALVE CONTROL FOR RESPIRATOR APPARATUS | 9/23/09  | 213023         |          |          |
| Published | US   | PUMP AND EXHALATION VALVE FOR RESPIRATOR APPARATUS         | 12/10/08 | 12/314431      |          |          |

**SCHEDULE II**

**Trademark Registrations and Applications**

| <b>Trademark</b>         | <b>Status</b> | <b>Application No.</b> | <b>Registration No.</b> | <b>Country</b>           | <b>Goods</b>  |
|--------------------------|---------------|------------------------|-------------------------|--------------------------|---|
| HT50                     | Registered    | 77/659354              | 3666437                 | United States of America | Medical instruments, namely, ventilators  |
| HT50                     | Registered    | 8239691                | 8239691                 | European Community       | Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.  |
| HT70                     | Registered    | 77/659383              | 3785802                 | United States of America | Medical instruments, namely, ventilators  |
| HT70 PLUS                | Registered    | 77/939284              | 3853306                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT                  | Registered    | 75/510770              | 2274257                 | United States of America | Medical Instruments, namely, ventilators  |
| NEWPORT                  | Pending       | 2012727930             |                         | Russian Federation       | Scientific, measuring, recording, evaluating and control (supervision), life-saving, educating and training apparatus and instruments; computer programs and software, included in this class; DVDs, CDs, magnetic and digital data carriers; parts and fittings for all the aforesaid goods.; Medical apparatus and instruments, including apparatus for artificial respiration, ventilators, respiration therapy devices, apparatus and instruments to support, maintain and checking up the respiration, apparatus and instruments for oxygen feed for respiratory purposes, pumps, hoses, connectors, connecting parts, filters, valves, masks, fastening devices, cords, poles, carts, monitors; parts and fittings for all of the aforesaid goods.; Installation, assembly, maintenance and repair services, including for medical apparatus and instruments.; Education; providing of training, including practical training by demonstration.; Scientific services and research; development, installation and updating of software and associated consulting services.; Medical services, including medical care and assistance; medical consultancy; medical equipment rental; healthcare; health centers |
| NEWPORT BREEZE           | Registered    | 75/510742              | 2297750                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT HT50             | Registered    | 76/438681              | 2709301                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT HT70             | Registered    | 77/659368              | 3785801                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT HT70 PLUS        | Registered    | 77/940034              | 3853360                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT NMI (and design) | Registered    | 75513608               | 2281239                 | United States of America | Medical instruments, namely, ventilators  |
| NEWPORT WAVE             | Registered    | 75/510974              | 2281213                 | United States of America | Medical instruments, namely ventilators   |