

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
Mindframe LLC		10/10/2012	LIMITED LIABILITY COMPANY: DELAWARE

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: 6

Property Type	Number	Word Mark
Registration Number:	3506171	MINDFRAME
Registration Number:	3970975	IRIIS
Registration Number:	3956071	MINDFRAME OPTICELL
Registration Number:	4183941	MINDFRAME FLOW
Registration Number:	4143650	MINDFRAME CAPTURE
Registration Number:	4157495	AT THE SPEED OF LIFE

CORRESPONDENCE DATA

Fax Number: 5082616225

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

Email: iplegalus@covidien.com

Correspondent Name: Covidien

Address Line 1: 15 Hampshire Street

Address Line 4: Mansfield, MASSACHUSETTS 02048

CH \$165.00 3506171

ATTORNEY DOCKET NUMBER:	1847-164
NAME OF SUBMITTER:	Pina M. Campagna
Signature:	/pina m. campagna/
Date:	10/19/2012
Total Attachments: 10 source=00356033#page1.tif source=00356033#page2.tif source=00356033#page3.tif source=00356033#page4.tif source=00356033#page5.tif source=00356033#page6.tif source=00356033#page7.tif source=00356033#page8.tif source=00356033#page9.tif source=00356033#page10.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of September 28, 2012 (the "Effective Date"), is made between Mindframe LLC, a Delaware Limited liability company, having a principal place of business at 12 Goodyear, Suite 125, Irvine, CA 92618 ("Assignor"), and Covidien LP, a Delaware limited partnership and the sole member of Assignor, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee");

WHEREAS, by Action of a Certificate of Conversion dated September 26, 2012, Pursuant to Sections 103 and 266 of the General Corporation Law of the State of Delaware and Sections 18-204 and 18-214 of the Delaware Limited Liability Company Act, Mindframe, Inc. was converted into Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to certain U.S. and foreign trademarks and service marks, both registered and unregistered, and U.S. and foreign applications for trademark and service mark registrations, as listed in attached Schedule A, attached hereto and incorporated herein (collectively the "Marks");

WHEREAS, Assignee is the sole member, and owner of all the outstanding limited liability company interests, of Assignor;

WHEREAS, by Omnibus Action By Unanimous Written Consent of Assignee dated September 25, 2012, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved a Plan of Merger providing for (i) the merger of Assignor into Assignee, (ii) the dissolution of Assignor, leaving Assignee as the surviving entity, (iii) the vesting of all assets and property of Assignor in Assignee, (iv) the assumption of all liabilities and obligations of Assignor by Assignee, and (v) the execution of this Agreement whereby Assignor is assigning to Assignee all of Assignor's right, title and interest in and to the Marks together with all of the goodwill of the business symbolized thereby, and Assignee is assuming all of the corresponding liabilities of Assignor, upon the terms and conditions set forth herein; and

WHEREAS, Assignor desires to assign and transfer to Assignee the entire right, title and interest in the Marks, and Assignee is desirous of acquiring the same.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Agreement" is defined in the introductory paragraph.

"Effective Date" is defined in the introductory paragraph.

“Marks” means, in addition to the items specified in the introductory paragraphs above, any of the following owned by Assignor: trademarks, service marks, trade names, service names, trade dress, logos, business names, and any other intangible rights of attribution or association recognized in any jurisdiction anywhere in the world, all of the foregoing whether registered or unregistered.

The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

The words "include" or "including" when used in this Agreement are deemed to be followed by the words "but not be limited to" or "but not limited to," respectively.

2. Representations and Warranties. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Marks;

(ii) all registrations for the Marks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;

(iv) there are no liens or security interests against the Marks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party, or any provision of Assignor's Certificate of Incorporation or By-laws.

3. Assignment. Now, therefore, for the herein-recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(i) Assignor does hereby assign, sell and transfer to Assignee, and to the successors and assigns of Assignee, the whole and the entire right, title, and interest in and to the Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks under any applicable treaty or convention), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and

enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor does hereby further assign, sell and transfer to Assignee, and to the successors and assigns of Assignee, the right to sue (and collect damages) for all present, past and future infringement of the Marks in the United States, its territorial possessions, and in all foreign countries.

(ii) Assignor further consents to the recordation of this Assignment by Assignee with the United States Commissioner of Trademarks or any similar foreign governmental agency to record the transfer of the Marks set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor authorizes the Commissioner of Trademarks and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein.

(iii) Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks.

4. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in the Marks and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all corresponding debts, obligations, liabilities, and contracts of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").

5. Relationship with Plan of Merger. This Agreement is intended to evidence the consummation of the transactions contemplated by the Plan of Merger. This Agreement is in all respects subject to the provisions of the Plan of Merger and is not intended in any way to supersede, limit or qualify any provisions of the Plan of Merger.

6. Effective Time. The assignment by Assignor to Assignee of the Marks and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the Effective Date.

7. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

8. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

ASSIGNOR:

Mindframe LLC

By: Covidien LP, its sole Member


By: COVIDIEN HOLDING INC.,
Its General Partner

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

ASSIGNEE:

Covidien LP

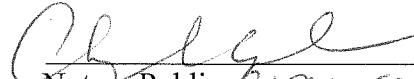
By: COVIDIEN HOLDING INC.,
Its General Partner

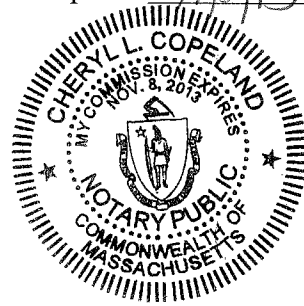
By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 10th day of October, 2012 before me, the undersigned notary public, personally appeared Matthew J. Nicolella, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.


Notary Public: CHERYL COPELAND
Commission expires: 11/8/13



Schedule A

U.S. Registered/ Pending Trademarks

Reference	Trademark Reg. No.	Reg. Date	Appl. Serial No.	Trademark	Goods/Services	Filing Date
012T	3506171	9/23/2008	77220868	MINDFRAME	Minimally invasive vascular devices, namely, neurovascular devices for the treatment of neurological diseases	7/2/2007
013T			77565030	PRIISM	Clinical trial services	9/8/2008
015T	3970975	5/31/2011	77565516	IRIIS	A neurological medical device for recanalization of stroke patients	9/9/2008
021T	3956071	5/3/2011	85086967	MINDFRAME OPTICELL	Minimally invasive vascular devices, namely, neurovascular devices for the treatment of neurological diseases	7/16/2010
028T	4183941	7/31/2012	85190325	MINDFRAME FLOW	Medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	12/3/2010
029T	4143650	5/15/2012	85190335	MINDFRAME CAPTURE	Medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	12/3/2010
031T	4157495	6/12/2012	85447195	AT THE SPEED OF LIFE	Medical devices, namely, minimally invasive neurovascular	10/13/2011

					devices for the treatment of neurological conditions.	
014T			77716338	IRIIS	Providing medical and scientific research information in the field of clinical trials	4/17/2009
016T			77911128	MINDFRAME IRIIS PLUS	Minimally invasive vascular devices, namely, temporary non-electronic neurovascular devices for the treatment of cranial blood clots	1/13/2010
017T			77911159	IRIIS OPTICELL	Minimally invasive vascular devices, namely, temporary non-electronic neurovascular devices for the treatment of cranial blood clots	1/13/2010
018T			77940542	IRIIS OPTICELL PLUS	Minimally invasive vascular devices, namely, temporary non-electronic neurovascular devices for the treatment of cranial blood clots	2/19/2010
019T			77941797	IRIIS OPTIFLEX	Minimally invasive vascular devices, namely, temporary non-electronic neurovascular devices for the treatment of cranial blood clots	2/22/2010

020T			77942848	IRIS OPTIFLEX PLUS	Minimally invasive vascular devices, namely, temporary non- electronic neurovascular devices for the treatment of cranial blood clots	2/23/2010
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Non-U.S. Trademarks

Reference	Country	Trademark Reg. No.	Reg. Date	Appl. Serial No.	Trademark	Goods/Services	Filing Date:
012WEU	EU	6644454	1/21/2009	6644454	MINDFRAME	Minimally invasive vascular devices, namely, neurovascular devices for the treatment of neurological diseases	2/5/2008
012WAU	AU			1483302	MINDFRAME	Medical and surgical apparatus and instruments and parts and accessories therefor; medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	3/30/2012
028WEU	EU	9988437	10/25/2011	9988437	MINDFRAME FLOW	Medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	5/23/2011
029WEU	EU	9988461	10/25/2011	9988461	MINDFRAME CAPTURE	Medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	12/3/2010

031WAU	AU	1483301	8/3/2012	1483301	AT THE SPEED OF LIFE	Medical and surgical apparatus and instruments and parts and accessories therefor; medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions	3/30/2012
031WEU	EU	10794592	8/21/2012	1079459 2	AT THE SPEED OF LIFE	Medical devices, namely, minimally invasive neurovascular devices for the treatment of neurological conditions.	4/10/2012