## 900239286 11/21/2012

# 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
Covidien AG		10/11/2012	CORPORATION: SWITZERLAND

## RECEIVING PARTY DATA

Name:	Owens Partners, L.P.	
Street Address:	5521 Dublin Road	
City:	Dublin	
State/Country:	оню	
Postal Code:	43017	
Entity Type:	LIMITED PARTNERSHIP: OHIO	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1752172	OWENS

#### **CORRESPONDENCE DATA**

Fax Number:

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

Mail.

Phone: 614-571-7765

Email: aowens7@columbus.rr.com

Correspondent Name: A. Neal Owens, Jr.

Address Line 1: 5521 Dublin Road

Address Line 4: Dublin, OHIO 43017

NAME OF SUBMITTER:	A. Neal Owens, Jr.
Signature:	/A Neal Owens, Jr./
Date:	11/21/2012

## Total Attachments: 3

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TRADEMARK REEL: 004905 FRAME: 0010



October 16, 2012

Owens Partners, L.P. A. Neal Owens, Jr. Managing General Partner 5521 Dublin Road Dublin, Ohio 43017

Re: Assignment of OWENS Trademark Registration

Dear Mr. Owens:

This is further to our letter dated July 26, 2012 including notice of termination of use of the trademark OWENS for non-adherent, sterile surgical dressings under the Agreement Letters dated September 20, 1972 and February 28, 1984.

As telephonically discussed and pursuant to the terms of termination, Covidien AG provides an Assignment of the trademark OWENS, U.S. Trademark Registration No. 1752172, transferring rights to Owens Partners, L.P., which is the successor in interest to Dr. Neal Owens for the Agreement Letters based on the provisions of the Will of Dr. Neal Owens and the Capital Contribution and Assignment to Owens Partners, L.P., copies each of which you provided to us.

Two original Assignment documents for execution are enclosed. Please send us one of the executed Assignment documents.

We trust that Owens Partners will attend to recordation of the Assignment at the United States Patent and Trademark Office.

If you have any questions or require any additional information, please contact us.

Enas Domingo

Associate General Counsel IP

Cc: Eileen Green

Lois Lapore

Michelle Glauser

Amy DeVito Mike Hawley

Muke Hawle

Gerret Baur

David Colleran

Enclosure: Intellectual Property Assignment

15 Hampshire Street Mansfield, MA 02048

# INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment")

THIS ASSIGNMENT, effective as of October 11, 2012 (the "Effective Date") is made by and between Covidien AG, a corporation organized under the laws of Switzerland with a registered seat at Victor von Bruns-Strasse 19, 8212 Neuhausen am Rheinfall, Switzerland ("Assignor") and Owens Partners, L.P., having a place of business at 5521 Dublin Road, Dublin, Ohio 43017, United States of America ("Assignee"). Assignor and Assignee are herein referred to collectively as the "Parties".

# WITNESETH:

WHEREAS, based on agreements between the Assignee and American Cyanamid Company ("ACA") dated September 20, 1972 and February 28, 1984 (collectively the "Agreement"), rights to manufacture and sell a trademarked product OWENS were granted;

WHEREAS, based on the Agreement, ACA registered the word OWENS as a trademark with the U.S. Trademark and Patent Office, Reg. No. 1752172 (the "Trademark");

WHEREAS, through a series of acquisitions and assignments Assignor is now the recorded owner of the Trademark;

WHEREAS, Assignee has exercised its right to terminate the Agreement since use of the Trademark by Assignor and/or its affiliates has ceased for more than six months;

WHEREAS, in connection with the termination of the Agreement, Assignor has the obligation to assign to Assignee all of its right, title and interest (including its economic ownership) in the Trademark, including any licenses thereto or beneficial interests therein; and

WHEREAS, Assignee desires to accept such assignment;

**NOW, THEREFORE,** in consideration of the foregoing, the Parties, intending to be legally bound, covenant and agree as follows:

### ASSIGNMENT

Assignment by Assignor. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of its right, title, interest and goodwill in the Trademark, including any licenses thereto or beneficial interests therein.

Acceptance of Assignment by Assignee. Assignee hereby accepts the assignment.

<u>Termination of Assignor Rights</u>. Assignee and Assignor hereby terminate any and all rights held by Assignor in the Trademark, as of the Effective Date.

<u>Counterparts</u>. This Assignment may be executed in two or more counterparts or duplicate originals, all of which shall be regarded as one and the same instrument and shall be the official and governing version in the interpretation of this Assignment.

TRADEMARK REEL: 004905 FRAME: 0012 IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the dates set forth below.

Covidien AG Assignor \_\_/

By:

Name: Paul McDowell Title: Managing Director Date: October 11, 2012

Owens Partners, L.P.

Assignee

By:

Name: Arthur Neal Owens, Jr. Title: Managing General Partner

Date:

TRADEMARK REEL: 004905 FRAME: 0013

**RECORDED: 11/21/2012**