

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 Group S.a.r.l.		11/13/2012	LIMITED LIABILITY COMPANY: LUXEMBOURG
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: 12			
Property Type	Number	Word Mark	
Registration Number:	2971029	SUPERDIMENSION	
Registration Number:	3496635	SUPERTRAX	
Registration Number:	3528412	INREACH	
Registration Number:	3909467	ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY	
Registration Number:	3897831	SPOT ON YOUR LUNG	
Registration Number:	4053822	LUNGQUEST	
Registration Number:	4053823	SUPERLOCK	
Serial Number:	77799112	ILOGIC	
Serial Number:	77822251	AIRWAY SYNC	
Serial Number:	85385588	ENB	
Serial Number:	85556853	LUNGGPS	
Serial Number:	85556873	SUPERLOCK COBRA	
CORRESPONDENCE DATA			

Fax Number: 6315013526
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6315015716
 Email: docket@cdfslaw.com
 Correspondent Name: Carter, DeLuca, Farrell & Schmidt, LLP
 Address Line 1: 445 Broad Hollow Rd.
 Address Line 2: Suite 420
 Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	1669-2
NAME OF SUBMITTER:	Pina M. Campagna
Signature:	/pina m. campagna/
Date:	06/18/2013

Total Attachments: 15
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ASSIGNMENT

WHEREAS, Covidien Group S.à r.l., (“Assignor”) a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B 61111 and with a registered office at 3b Boulevard Prince Henri, L-1724 Luxembourg, Grand-Duchy of Luxembourg, is the owner of all right, title and interest in and to the trademarks and trademark applications listed in Schedule A attached hereto and incorporated herein; and

WHEREAS, Covidien LP (hereinafter, the “Assignee”), a legal entity of the State of Delaware, having a place of business at 15 Hampshire Street, Mansfield, MA 02048, is desirous of acquiring said trademarks and trademark applications listed in Schedule A;

WHEREAS, Assignor hereby conveys and assigns to the Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, Assignor’s entire right, title and interest in and to said trademarks and trademark applications listed in Schedule A, together with all the goodwill of the business symbolized by said trademarks and trademark applications listed in Schedule A, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to said trademarks and trademark applications listed in Schedule A.

WHEREAS, Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in said trademarks and trademark applications listed in Schedule A;
- (c) The trademarks and trademark applications listed in Schedule A are free of any liens, security interests, encumbrances or licenses;
- (d) There are no claims, pending or threatened, with respect to Assignor's rights in said trademarks and trademark applications listed in Schedule A;
- (e) This Assignment is valid, binding and enforceable in accordance with its terms; and

(f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign, sell and transfer unto the Assignee, all of its right, title and interest in and to said trademarks and trademark applications listed in Schedule A in the United States and all jurisdictions outside the United States, together with all the goodwill of the business connected with and symbolized by said trademarks and trademark applications listed in Schedule A (including, without limitation, the right to renew any registrations included in said trademarks and trademark applications listed in Schedule A, the right to apply for trademark registrations within or outside the United States based in whole or in part upon said trademarks and trademark applications listed in Schedule A, and any priority right that may arise from said trademarks and trademark applications listed in Schedule A), 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 authorizes the Commissioner of Trademarks of the United States 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. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire right, title and interest in and to said trademarks and trademark applications listed in Schedule A.

This assignment by Assignor to Assignee of its entire right, title and interest in and to said trademarks and trademark applications listed in Schedule A, together with the goodwill of the business symbolized by said trademarks and trademark applications listed in Schedule A, all pursuant to this Agreement, shall be effective as of the date hereof.

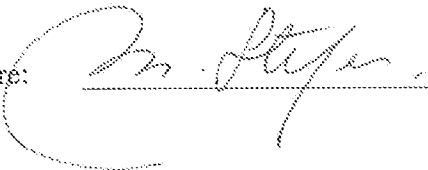
This Agreement shall be governed by the laws of the State of Massachusetts, without regard to the principles of conflicts of law thereof.

This Assignment contains the entire understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral assignments, representations or warranties between them respecting the subject matter hereof.

This Assignment may be amended only by a writing signed by both parties.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

Signature: 

Name: _____
Type or print the name of the person authorized to sign on behalf of ASSIGNOR (Covidien Group S.à r.l.)

Date: November 13, 2012

Title: _____

ACCEPTED:

Covidien LP

By: _____ Title: _____

This Assignment contains the entire understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral assignments, representations or warranties between them respecting the subject matter hereof.

This Assignment may be amended only by a writing signed by both parties.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

Signature: _____

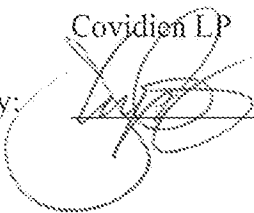
Name: _____

Type or print the name of the person authorized to sign on behalf of ASSIGNOR (Covidien Group S.à r.l.)

Date: November 13, 2012

Title: _____

ACCEPTED:

By:  _____

Title: VP Secretary

Schedule A

Mark	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
Registered US Trademarks					
SUPER DIMENSION	Class 10: Localization and navigation systems for medical devices, namely, computer hardware, computer software, computer displays, and other hardware and software used to determine the location of a medical device within a body, on a body or in the vicinity of a body, and/or for navigating a medical device to a desired location within a body, on a body or in the vicinity of a body.	76/139,192	10/3/2000	2971029	7/19/2005
SUPERTRAX	Class 10: Medical instruments for use in performing biopsies	77/163,439	4/23/2007	3496635	9/2/2008
INREACH	Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients	77/201,696	6/8/2007	3528412	11/4/2008
ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY	Class 10: Medical devices, namely, a computer system, sensors, catheters and the like, sold as a unit, for navigating within a bronchial system of patients and for treating bronchial disorders of patients	77/772,274	7/1/2009	3909467	1/18/2011
SPOT ON YOUR LUNG	Class 44: Providing medical information by way of the internet accessible via global computer network	77/777,925	7/9/2009	3897831	12/28/2010

Mark	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
LUNGQUEST	Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients	85/097,259	7/30/2010	4,053,822	11/8/2011
SUPERLOCK	Class 10: Medical device used to mark tissue in a body	85/097,272	7/30/2010	4,053,823	11/8/2011
Pending US Trademark Applications					
ILOGIC	Class 10: Medical devices, namely, bronchoscope devices, a computer system, sensors, catheters and the like sold as a unit, for navigating within a bronchial system of patients and for treating bronchial disorders of patients	77/799,112	8/6/2009		
AIRWAY SYNC	Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients.	77/822,251	9/8/2009		
ENB	Class 10: Medical devices, namely, a computer system, sensors, catheters and the like, sold as a unit, for navigating within a bronchial system of patients and for treating bronchial disorders of patients	85/385,588	7/31/2011		

Mark	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
LUNGGPS	Class 10: Medical devices, namely, a system having a computer system comprised of computer hardware and peripherals, a video monitor, and sensors, catheters and tubing for use with catheters for navigating within a bronchial system of patients and for treating bronchial disorders of patients.	85/556,853	2/29/2012		
DIRECTIONAL BIOPSY	Class 10: Medical devices used in the diagnosis and treatment of lung disorders.	85/556,861	2/29/2012		
SUPERLOCK COBRA	Class 10: Medical devices, namely, fiducial marker implants.	85/556,873	2/29/2012		
Abandoned/Closed/Expired US Trademark Applications					
SMARTOOLS	Class 10: Medical devices, namely, biopsy instruments, injection and aspiration needles, brushes for collecting tissue and biopsy samples, forceps, catheter, radiographic markers and radiographic marker cartridges placed on the skin or in the lungs, radioactive seeds, endoscopy cameras, ultrasounds, optical coherence tomography (OCT) machines, and magnetic resonance imaging (MRI) machines that are navigated to, targeted at or localized at, a location or locations within a body, on a body or in the vicinity of a body, with	77/051,383	11/27/2006		

Mark	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
	such navigation, targeting				
SMARTOOLS	Class 10: Medical devices, namely, biopsy instruments; needles, namely, injection needles and suction needles; brushes, namely, brushes for use in taking tissue and cell samples; forceps; catheters; location markers and location marker cartridges; radioactive seeds; lasers and RF ablation treatment instruments; cameras, namely, endoscopy and bronchoscopy cameras; ultrasounds; optical coherence tomography (OCT) machines; and magnetic resonance imaging (MRI) machines that are navigated to, targeted at or localized at, a location or locations within a body, on a body or in the vicinity of a body, with such navigation, targeting or localization being assisted by a system comprised of computer hardware, computer software, computer displays and other hardware and/or software	78/753,801	11/15/2005		

Mark	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
EDGE	Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders	77/941,433	2/22/2010		

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Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
Registered Foreign Marks						
Australia						
EDGE	INT: Australia	<i>Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders</i>	1,050,283	8/19/2010	1,050,283	8/19/2010
ILOGIC	INT: Australia	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	1031109	2/4/2010	1352384	2/4/2010
LUNGQUEST	INT: Australia	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,068,348	1/28/2011	1,068,348	1/28/2011
SUPERLOCK	INT: Australia	<i>Class 10: Medical device used to mark tissue in a body</i>	1,068,349	1/28/2011	1,068,349	1/28/2011
China						
SUPERLOCK	INT: China	<i>Class 10: Medical device used to mark tissue in a body</i>	1,068,349	1/28/2011	1,068,349	1/28/2011
Europe						
SUPER DIMENSION	<i>European Union (CTM)</i>	<i>Class 9: Computer hardware, computer software, computer displays..Class 10: Localisation systems and navigation systems for medical devices..Class 42: Research and development services relating to surgical and medical apparatus...</i>	2157584	4/2/2001	2157584	7/26/2004

Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
SUPERLOCK	INT: European Union (CTM)	<i>Class 10: Medical device used to mark tissue in a body</i>	1,068,349	1/28/2011	1,068,349	1/28/2011
AIRWAY SYNC	INT: European Union (CTM)	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients.</i>	1,034,260	3/4/2010	1,034,260	3/5/2010
EDGE	INT: European Union (CTM)	<i>Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders</i>	1,050,283	8/19/2010	1,050,283	8/19/2010
ILOGIC	INT: European Union (CTM)	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	1031109	2/4/2010	1031109	2/4/2010
LUNGQUEST	INT: European Union (CTM)	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,068,348	1/28/2011	1,068,348	1/28/2011
SPOT ON YOUR LUNG	INT: European Union (CTM)	<i>Class 44: Computer services, namely, providing medical information by way of the internet accessible via global computer network</i>	1,036,713	1/10/2010	1,036,713	1/10/2010

Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
Israel						
ILOGIC	Israel	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	227031	2/4/2010	227031	4/6/2011
Japan						
SUPERLOCK	INT: Japan	<i>Class 10: Medical device used to mark tissue in a body</i>	1,068,349	1/28/2011	1,068,349	1/28/2011
ILOGIC	INT: Japan	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	1031109	2/4/2010	1031109	2/4/2010
LUNGQUEST	INT: Japan	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,068,348	1/28/2011	1,068,348	1/28/2011
Korea						
SUPERLOCK	INT: Korea	<i>Class 10: Medical device used to mark tissue in a body</i>	1,068,349	1/28/2011	1,068,349	1/28/2011
ILOGIC	INT: Korea	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	1031109	2/4/2010	1031109	2/4/2010

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Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
LUNGQUEST	INT: Korea	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,068,348	1/28/2011	1,068,348	1/28/2011
Great Britain						
SUPERTRAX	INT: UK	<i>Class 10: Medical instruments for use in performing biopsies</i>	941,672	10/11/2007	941,672	10/11/2007
INREACH	INT: United Kingdom	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	949,189	12/10/2007	949,189	12/10/2007
Pending Foreign Trademark Applications						
Canada						
EDGE	Canada	<i>Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders</i>	1,492,941	8/19/2010		
LUNGQUEST	Canada	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,513,016	1/28/2011		
SUPERLOCK	Canada	<i>Class 10: Medical device used to mark tissue in a body</i>	1,513,015	1/28/2011		

Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
China						
ILOGIC	INT: China	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	1031109 or 227031	2/4/2010		
LUNGQUEST	INT: China	<i>Class 009: Educational software featuring instruction in the field of medical procedures conducted in the bronchial system of patients</i>	1,068,348	1/28/2011		
Japan						
EDGE	INT: Japan	<i>Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders</i>	1,050,283	8/19/2010		
International Multiple Jurisdictions						
INREACH	INT: Spain, Italy, Germany , France, Netherla nds, Austria, Benelux,	<i>Class 10: Medical devices for navigating within a bronchial system of patients and medical devices for treating a medical condition in a bronchial system of patients</i>	949,189	12/10/2007		

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Mark	Country	Goods/Services	Serial Number	Filing Date	Registration Number	Registration Date
	and Sweden					
SUPERTRAX	INT: France, Italy, Spain, Germany	Class 10: Medical instruments for use in performing biopsies	941,672	10/11/2007		
Abandoned/Closed/Expired Foreign Trademarks Applications						
EDGE	Japan	Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders	1,050,283	8/19/2010	1,050,283	8/19/2010
EDGE	Korea	Class 10: Medical devices, namely, catheters used in the diagnosis and treatment of lung disorders	1,050,283	8/19/2010	1,050,283	8/19/2010

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