

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reverse Medical LLC		09/27/2014	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: 13			
Property Type	Number	Word Mark	
Serial Number:	86293394	VIP	
Serial Number:	86265884	UNO MICRO	
Serial Number:	86202320	UNO NANO	
Serial Number:	86191598	UNO ONE AND DONE	
Serial Number:	86121775	REVERSE MEDICAL	
Serial Number:	86109593	UNO	
Serial Number:	86061620	MVP ONE AND DONE	
Serial Number:	85810439	BARREL	
Serial Number:	85640453	MVP	
Serial Number:	85255529	REVERSE	
Serial Number:	85255517	RECRUIT	
Serial Number:	85255538	RESTORE	
Serial Number:	85255543	REVERSE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	5082616225		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5082618000		
Email:	iplegal@covidien.com		
TRADEMARK			

CH \$340.00 86293394

Correspondent Name: Covidien LP
Address Line 1: 15 Hampshire Street
Address Line 4: Mansfield, MASSACHUSETTS 02048

NAME OF SUBMITTER: Elizabeth O'Brien

SIGNATURE: /EAO/

DATE SIGNED: 02/18/2015

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of September 27, 2014, is made between Reverse Medical LLC, a Delaware limited liability company ("Assignor") and Covidien LP, a Delaware limited partnership and the sole member of Assignor ("Assignee").

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

WHEREAS, by Action By Written Consent of Assignee dated as of September 27, 2014, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved (i) the dissolution of Assignor in accordance with the Company's limited liability company agreement and Section 18-801 of the Delaware Limited Liability Company Act (the "Act"), (ii) the winding up of Assignor's affairs and the distribution of its assets in accordance with Sections 18-803 and 18-804 of the Act and the resolutions set forth in the Sole Member Consent and (iii) in connection with and to effectuate such distribution of Assignor's assets, the terms and conditions of this Agreement whereby Assignor is assigning to Assignee all of the assets of Assignor and Assignee is assuming all of the liabilities of Assignor.

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. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to all of the assets, properties and rights of Assignor.
2. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in and to all of the assets, properties and rights of Assignor, and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all debts, liabilities, contracts and obligations of every kind, character or description of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").
3. Effective Time. The assignment by Assignor to Assignee of all of the assets, properties and rights of Assignor and the acceptance and assumption of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.
4. 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.
5. 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.

[SIGNATURE PAGE FOLLOWS]

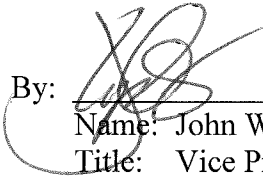
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of the day and year first set forth above.

ASSIGNOR:

REVERSE MEDICAL LLC

By: COVIDIEN LP,
its sole Member


By: COVIDIEN HOLDING INC.,
its sole General Partner

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

ASSIGNEE:

COVIDIEN LP

By: COVIDIEN HOLDING INC.,
its sole General Partner

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

[Signature Page to Assignment and Assumption Agreement]