

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COVIDIEN LP		01/27/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	The Spectranetics Corporation		
Street Address:	9965 Federal Drive		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80921		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86278131	ENDURACOAT	
Serial Number:	85958731	STELLAREX	
CORRESPONDENCE DATA			
Fax Number:	6315013526		
	<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:	(631) 501-5700		
Email:	sschlie@cdfslaw.com, docket@cdfslaw.com		
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP		
Address Line 1:	445 Broadhollow Road, Suite 420		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	2209-2		
NAME OF SUBMITTER:	Pina M. Campagna		
SIGNATURE:	/pina m. campagna/		
DATE SIGNED:	03/03/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

by and between

COVIDIEN LP

and

THE SPECTRANETICS CORPORATION

Dated as of January 27, 2015

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of the 27th day of January, 2015, by and between Covidien LP, a Delaware limited partnership ("Seller"), and The Spectranetics Corporation, a Delaware corporation ("Purchaser" and, together with Seller, the "Parties").

RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement, dated as of October 31, 2014 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell and transfer to Purchaser, and Purchaser has agreed to purchase and assume from Seller, the Purchased Assets and the Assumed Liabilities;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the Purchase Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing;

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, transfer, convey and assign to Purchaser all of Seller's right, title and interest in, to and under the trademarks and trademark applications identified in Appendix A hereto (the "Transferred Trademarks"); and

WHEREAS, Purchaser is a successor to the portion of the business of the Seller to which the Transferred Trademarks pertain and that business is ongoing and existing.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Seller does hereby sell, assign and transfer to Purchaser all of Seller's right, title and interest in, to and under the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, including the right to sue and collect and retain damages and costs and attorneys' fees for past, present and future infringement of the Transferred Trademarks, and to fully and entirely stand in the place of the Seller in all matters related to the Transferred Trademarks.

2. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, OR REGARDING THE SCOPE, VALIDITY, OWNERSHIP OR ENFORCEABILITY OF ANY TRANSFERRED TRADEMARKS.

3. General Provisions.

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. This Agreement, Appendix A hereto, the

Purchase Agreement, the Confidentiality Agreement and the other Ancillary Agreements, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written relating to the subject matter hereof. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

B. Seller agrees that, upon request and without further compensation, but at Purchaser's expense, it and its legal representatives and assigns will do all lawful acts that may be reasonably necessary for obtaining or maintaining said Transferred Trademarks in the United States and throughout the world, and for perfecting, recording, and maintaining the title of Purchaser, its successors and assigns, to said Transferred Trademarks in the United States and throughout the world.

C. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any registrations granted for said Transferred Trademarks to Purchaser, its successors and assigns as the assignee of Seller's interest in the Transferred Trademarks.

4. Governing Law. This Agreement, the rights of the Parties and all Proceedings arising in whole or in part under or in connection herewith shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any conflicts of law principles of such state that might apply the law of another jurisdiction.

5. Consent to Jurisdiction. With respect to any Proceeding relating to this Agreement, each Party irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the District of Delaware or the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the City of Wilmington) and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party. The foregoing consent to jurisdiction shall not constitute general consent to service of process in the State of Delaware for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective Parties to this Agreement. Each of Seller and Purchaser irrevocably agrees that service of any process, summons, notice or document by United States registered mail to such Party's address set forth above shall be effective service of process for any Proceeding in Delaware with respect to any matters for

which it has submitted to jurisdiction pursuant to this Section 5. Notwithstanding the foregoing, a Party may commence any Proceeding in any court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by any of the above-named courts.

Executed this 27th day of January, 2015

COVIDIEN LP

By: 

Name: Matthew Nicolella

Title: Vice President and Assistant Secretary

ACKNOWLEDGMENT

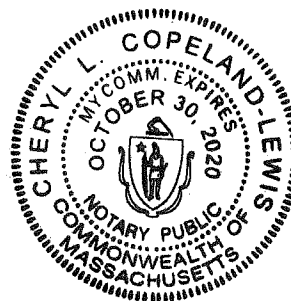
STATE OF MASSACHUSETTS
COUNTY OF BRISTOL) SS.

On the 27 day of January in the year 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared MATTHEW J. NICOLELLA, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s), or the entity, in its capacity(ies) above noted, upon behalf of which the person(s) acted, executed the instrument.

Signature:


Name:

Official Seal



[Signature Page to Trademark Assignment Agreement]

APPENDIX A

Transferred Trademarks

Mark	Country	Class Description	Application No.	Filed Date
ENDURACOAT	U.S.A.	5 – Pharmaceutical preparations used for the treatment of cardiovascular disease; Pharmaceutical preparations in the nature of surgical coatings used to treat blockage in blood vessels and arteries; Drug delivery agents in the form of surgical coatings used to treat blockage in blood vessels and arteries 10 – Surgical instruments and apparatus; medical apparatus and instruments for use in treating cardiovascular disease; drug coated angioplasty balloons; drug coated angioplasty balloon system, namely, surgical and medical apparatus and instruments for use in angioplasty surgery; surgical balloons for use in angioplasty surgery	86278131	05/12/14
ENDURACOAT	European Community	5 - Pharmaceutical preparations used for the treatment of cardiovascular disease; Pharmaceutical preparations in the nature of surgical coatings used to treat blockage in blood vessels and arteries; Drug delivery agents in the form of surgical coatings used to treat blockage in blood vessels and arteries, 10 - Surgical instruments and apparatus; medical apparatus and instruments for use in treating cardiovascular disease; drug coated angioplasty balloons; drug coated angioplasty balloon system, namely, surgical and medical apparatus and instruments for use in angioplasty surgery; surgical balloons for use in angioplasty surgery	01336881	10/16/14
STELLAREX	U.S.A.	10 – Drug coated angioplasty balloon and drug coated angioplasty balloon system, namely, surgical and medical apparatus and instruments for use in angioplasty surgery	85958731	06/13/13
STELLAREX	European Community	10 – Drug coated angioplasty balloon and drug coated angioplasty balloon system, namely, surgical and medical apparatus and instruments for use in angioplasty surgery	013334776	10/06/14