

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith & Nephew, Inc.		08/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Covidien LP		
Street Address:	15 Hampshire Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06611		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3975189	TRUCLEAR	
CORRESPONDENCE DATA			
Fax Number:	2038212183		
<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:	2038212123		
Email:	dorothy.a.agoglia@medtronic.com		
Correspondent Name:	dorothy agoglia		
Address Line 1:	555 Long Wharf Drive		
Address Line 4:	New Haven, CONNECTICUT 06511		
NAME OF SUBMITTER:	Thomas C. Hughes		
SIGNATURE:	/Thomas C. Hughes/		
DATE SIGNED:	09/28/2016		
Total Attachments: 6			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made this 5th day of August, 2016 (“**Effective Date**”), by and between Smith & Nephew, Inc., a Delaware corporation (“**Assignor**”), and Covidien LP, a Delaware limited partnership (“**Assignee**”; each a “**Party**,” and together, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 18, 2016 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to assign to Assignee all right, title and interest in, to and under the trademarks, trademark registrations and trademark applications set forth on Schedule A (collectively, the “**Assigned Trademarks**”), together with all goodwill associated therewith; and

WHEREAS, Assignor owns and desires to transfer all right, title and interest in, to and under the Assigned Trademarks and all goodwill associated therewith to Assignee and Assignee desires to acquire all such right, title and interest in, to and under the Assigned Trademarks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement of any of the foregoing.

2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns. Assignor hereby authorizes and requests the officials of all countries in which the Assigned Trademarks are now or in the future will be registered to issue to Assignee all of Assignor’s right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.

3. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action

arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in the Purchase Agreement shall be deemed effective service of process on such Party.

4. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

5. Without limiting any representation or warranty set forth in the Purchase Agreement, Assignor is not making any representations or warranties of any kind whatsoever by virtue of, and shall have no liability under, this Assignment. Nothing herein shall be deemed to supersede or otherwise modify any provision of the Purchase Agreement. To the extent of any conflict between the provisions of this Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall govern such conflict.

6. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective as of the Effective Date and when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and neither Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

Case Reference	Trademark	Country	Status	Filing date	Filing No.	Reg'n date	Registration No.	Next Renewal Due
TM-2213-AR-NF	TRUCLEAR	Argentina	Registered	16 Feb 2012	3-146-126	14 Jun 2013	2,576,325	14 Jun 2023
TM-2213-AU-NF	TRUCLEAR	Australia	Registered	21 Aug 2009	1316318	01 Apr 2010	1316318	21 Aug 2019
TM-2213-BR-NF	TRUCLEAR	Brazil	Pending	29 Feb 2012	840040628			
TM-2213-CA-NF	TRUCLEAR	Canada	Registered	20 Aug 2009	1448916	27 Jan 2015	895128	27 Jan 2030
TM-2213-CL-NF	TRUCLEAR	Chile	Registered	28 Feb 2012	995817	27 Aug 2012	960229	27 Aug 2022
TM-2213-CN-NF	TRUCLEAR	China	Registered	21 Feb 2012	10511468	14 Apr 2013	10511468	13 Apr 2023
TM-2213-CO-NF	TRUCLEAR	Colombia	Pending	13 Mar 2012	12-043658			
TM-2213-EG-NF	TRUCLEAR	Egypt	Pending	19 Mar 2012	272511			
TM-2213-EM-CM	TRUCLEAR	European Union	Registered	20 Aug 2009	008501611	17 Feb 2010	008501611	20 Aug 2019
TM-2213-HK-NF	TRUCLEAR	Hong Kong	Registered	22 Feb 2012	302168316	13 Nov 2012	302168316	21 Feb 2022
TM-2213-IN-NF	TRUCLEAR	India	Pending	27 Feb 2012	2290136			27 Feb 2022
TM-2213-IL-NF	TRUCLEAR	Israel	Registered	22 Feb 2012	244522	02 Sep 2013	244522	22 Feb 2022
TM-2213-MY-NF	TRUCLEAR	Malaysia	Registered	28 Feb 2012	2012003160	10 Jan 2014	2012003160	28 Feb 2022
TM-2213-MX-NF	TRUCLEAR	Mexico	Registered	21 Feb 2012	1251165	18 Jul 2012	1298157	21 Feb 2022
TM-2213-NZ-NF	TRUCLEAR	New Zealand	Registered	17 Feb 2012	954173	21 Aug 2012	954173	17 Feb 2022
TM-2213-NO-NF	TRUCLEAR	Norway	Registered	17 Feb 2012	201201687	20 Jun 2012	266001	17 Feb 2022
TM-2213-PR-NF	TRUCLEAR	Puerto Rico	Pending	22 Feb 2012	79523			
TM-2213-RU-NF	TRUCLEAR	Russian Federation	Registered	20 Feb 2012	2012704455	11 Dec 2012	476569	20 Feb 2022
TM-2213-SA-NF	TRUCLEAR	Saudi Arabia	Pending	28 Feb 2012	179074			
TM-2213-SG-NF	TRUCLEAR	Singapore	Registered	27 Feb 2012	T1202525C	13 Jul 2012	T1202525C	27 Feb 2022
TM-2213-ZA-NF	TRUCLEAR	South Africa	Registered	17 Feb 2012	2012/04074	25 Oct 2013	2012/04074	17 Feb 2022
TM-2213-KR-NF	TRUCLEAR	South Korea / Republic of Korea	Registered	17 Feb 2012	40-2012-10489	01 Feb 2013	40-951638	01 Feb 2023
TM-2213-CH-NF	TRUCLEAR	Switzerland	Registered	17 Feb 2012	51944/2012	26 Apr 2012	628811	17 Feb 2022

Case Reference	Trademark	Country	Status	Filing date	Filing No.	Reg'n date	Registration No.	Next Renewal Due
TM-2213-TW-NF	TRUCLEAR	Taiwan	Registered	20 Feb 2012	101007947	01 Sep 2012	01533772	31 Aug 2022
TM-2213-TH-NF	TRUCLEAR	Thailand	Pending	01 Mar 2012	837871			
TM-2213-TR-NF	TRUCLEAR	Turkey	Registered	27 Feb 2012	2012/18855	11 Mar 2013	2012/18855	28 Feb 2022
TM-2213-AE-NF	TRUCLEAR	United Arab Emirates	Registered	23 Feb 2012	169747	16 Sep 2013	169739	23 Feb 2022
TM-2213-US-NF	TRUCLEAR	United States Of America	Registered	20 Aug 2009	77/808763	07 Jun 2011	3975189	07 Jun 2021
TM-2213-VE-NF	TRUCLEAR	Venezuela	Registered	12 Mar 2012	2012-004282	13 Feb 2013	P325936	13 Feb 2028
TM-2213-JP-NF	TRUCLEAR in Roman Lettering	Japan	Registered	17 Sep 2009	2009-71678	26 Feb 2010	5304912	26 Feb 2020

TRADEMARK

REEL: 005885 FRAME: 0630

RECORDED: 09/28/2016