

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cathera, Inc.		10/25/2018	Corporation: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	4973986	CATHERA	
Registration Number:	5413155	PHENOM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7635052526		
Email:	trademark@medtronic.com		
Correspondent Name:	Trademark Dept.		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		
ATTORNEY DOCKET NUMBER:	Cathera assignLG10168.L25		
NAME OF SUBMITTER:	Cindy Evenson		
SIGNATURE:	/Cindy Evenson/		
DATE SIGNED:	11/05/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), entered into as of October 25, 2018 with an effective date of June 7, 2018 (the “Effective Date”), is made by and between Cathera, Inc., a Delaware corporation having a place of business at 627 National Ave, Mountain View, CA 94043 United States (the “Assignor”) and Covidien LP, a Delaware limited partnership, having a place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 United States (the “Assignee”). Each of Assignor and Assignee is individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of June 7, 2018, by and among United States Surgical Corporation, a Delaware corporation (“USSC”), the Assignor, and the other parties thereto, USSC acquired the Assignor as its wholly owned subsidiary;

WHEREAS, the Assignor desires to sell, convey, assign, and transfer to Assignee all of its right, title, and interest in, to and under all Intellectual Property (as defined herein) owned or held for use by the Assignor, including, but not limited to, the registrations and applications for Intellectual Property set forth on Schedule A hereto (collectively, the “Assigned IP”), subject to any prior license agreements entered into by the Assignor relating thereto, and Assignee desires to accept such sale, conveyance, assignment and transfer of the Assigned IP from the Assignor, on the terms and conditions set forth herein; and

WHEREAS, in connection with the assignment of the Assigned IP to the Assignee hereunder, the Assignor wishes to transfer to the Assignee all of its right, title, and interest in, to and under all Third Party Intellectual Property, and therefore desires to assign its rights and delegate its obligations under the IP Agreements of the Assignor set forth in Schedule B hereto (collectively, the “Assigned IP Agreements”) to Assignee, and Assignee wishes to accept such assignment and assume all of the Assignor’s duties, obligations and liabilities under the Assigned IP Agreements in place of Assignor, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

1. Definitions. For purposes of this Assignment:

(a) “Contract” means, whether oral or written, any agreement, contract, personal property lease, real property lease, capital lease, note, loan, evidence of indebtedness, guaranty, purchase order, customer order, letter of credit, franchise agreement, covenant-not-to-compete, employment, consulting or independent contractor agreement, license, instrument, or other binding obligation or commitment.

(b) “Intellectual Property” means all registered and unregistered intellectual property rights arising in any jurisdiction throughout the world, including all of the following items: (i) patents and patent applications (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, inter partes reviews, post grant reviews, substitutions and extensions thereof) and utility models; (ii) trademarks, service marks, industrial designs, trade dress, logos, trade names, and all

registrations, applications and renewals for any of the foregoing, together with all goodwill associated therewith; (iii) internet domain names and web sites, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto; (iv) works of authorship including copyrights, copyrightable works and mask works, together with all registrations, applications, extensions and renewals for any of the foregoing; (v) know-how, trade secrets and confidential information, (vi) all computer databases, computer software and subsequent versions thereof, including firmware, programs, modules, source code, object, executable or binary code, objects, comments, screens, user interfaces, libraries, drivers, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and all other items and documentation related thereto or associated therewith, and portions thereof, including computer programs, materials, tapes, know-how, processes and other written materials; (vii) all rights of publicity and privacy, including the right to use the names, likenesses, and voices of real persons; (viii) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (ix) claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

(c) **“IP Agreements”** means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, maintenance, support, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, directed to any Intellectual Property to which the Assignor is a party, beneficiary or otherwise bound, including all Contracts under which the Assignor is a licensor or licensee.

(d) **“Third Party Intellectual Property”** means all Intellectual Property that is owned by a party other than the Assignor and that the Assignor is authorized to use by a license, sublicense or other agreement with such party.

2. Conveyance. As of the Effective Date, the Assignor does hereby sell, convey, assign and transfer to the Assignee all of the Assignor’s right, title and interest in and to the Assigned IP, and all goodwill of the business associated with and symbolized by the Assigned IP, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all rights corresponding to the Assigned IP throughout the world, including all worldwide rights to claim priority deriving from the Assigned IP and the right to file foreign and international applications in the name of Assignee, for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns or other legal representatives. The Assignee does hereby purchase, acquire and accept such Assigned IP from the Assignor.

3. Assignment and Assumption of Assigned IP Agreements.

(a) Assignment and Assumption. As of the Effective Date, the Assignor hereby irrevocably assigns all of its rights and delegates all of its duties, obligations and liabilities under the Assigned IP Agreements to the Assignee, and the Assignee hereby irrevocably accepts all of such rights, duties,

obligations and liabilities. The Assignee agrees to be bound by, fulfill, perform and discharge, as and when due, all of the obligations, duties and liabilities of the Assignor under the Assigned IP Agreements accruing on and after the Effective Date. Accordingly, on and after the Effective Date, in each instance where the name of the Assignor appears in each of the Assigned IP Agreements, such name shall be replaced by the name of the Assignee, and the Assignor shall have no, and is hereby released from, all duties, obligations and liabilities under or in connection with the Assigned IP Agreements. To the extent that the Assignor may remain secondarily liable for the Assignee's performance under the Assigned IP Agreements, the Assignee will fully indemnify the Assignor for any such liability and related losses or costs.

(b) Omitted IP Agreements. In the event that the Assignor is party to any IP Agreements that are not set forth on Schedule B hereto but which the Parties agree, from time to time, should be assigned to the Assignee, such IP Agreement shall be deemed added to Schedule B, and the Assignor shall execute such additional documents as may be necessary or useful to give effect to such assignment to the Assignee.

4. Recordation. The Assignor hereby requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the owner of the applications and registrations for patents, trademarks, copyrights, and/or domain names included in the Assigned IP (as applicable), and to issue any and all such patents, trademarks, copyrights and/or domain names to the Assignee, as assignee of the entire right, title and interest in, to and under the same (subject to existing license agreements), for the sole use and enjoyment of the Assignee, its licensees, and its successors, assigns or other legal representatives. The Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

5. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

6. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment.

7. Section Headings. The section headings contained in this Assignment are inserted for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

9. Further Assurances. At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment.

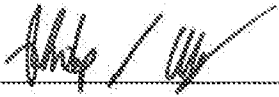
10. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Assignment, they shall take any actions necessary to render the remaining provisions of this Assignment valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Assignment to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above by their duly authorized officials.

CATHERA, INC.

COVIDIEN LP

By 

By _____

Name Philip Albert

Name _____

Its Vice President

Its _____

Date 10/23/18

Date _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above by their duly authorized officials.

CATHERA, INC.

COVIDIEN LP

By _____

By 

Name _____

Name Duane Schroeder

Its _____

Its Vice President

Date _____

Date 10/23/18

CATHETER SHAFT AND ASSOCIATED DEVICES, SYSTEMS, AND METHODS	USA	14/852,318	US 2017-0072163A1	11 SEP 2015	
CATHETER SHAFT AND ASSOCIATED DEVICES, SYSTEMS, AND METHODS	USA/PCT	PCT/US2015/049790	WO 2017/044129	11 SEP 2015	
POLYMERIC CATHETER SHAFT WITH REINFORCEMENT	USA/PCT	PCT/US2015/049801	WO 2017/044131	11 SEP 2015	

Trademark Registrations

Mark	Jurisdiction	App. No. (App. Date)	Reg. No. (Reg. Date)	Goods and Services
CATHERA	U.S. Federal	86/424,521 (15-Oct-2014)	4,973,986 (07-Jun-2016)	Medical catheters; Surgical catheters; Catheters for intracranial use; Catheters for intravascular use; Catheters for endovascular use; Catheters for use in radiology and neuroradiology; Catheters for use in cardiology; Catheters for treating strokes; Catheters to retrieve clots and foreign bodies; Medical devices, namely, catheters for use in the vascular system; and parts and fittings for all of the foregoing.

PHENOM	U.S. Federal	86/424,533 (15-Oct-2014)	5,413,155 (27-Feb-2018)	Medical catheters; Surgical catheters; Catheters for intracranial use; Catheters for intravascular use; Catheters for endovascular use; Catheters for use in radiology and neuroradiology; Catheters for use in cardiology; Catheters for treating strokes; Catheters to retrieve clots and foreign bodies; Medical devices, namely, catheters for use in the vascular system; and parts and fittings for all of the foregoing.
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Domain Name Registrations:

catherainc.com

SCHEDULE B
TO
INTELLECTUAL PROPERTY ASSIGNMENT

[REDACTED]