

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sapheon, Inc		09/27/2014	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Covidien LP		
Street Address:	15 Hamsphire Street		
Internal Address:	IP Legal		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85493841	VENASEAL	
CORRESPONDENCE DATA			
Fax Number:	5082618666		
<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:	508-261-8137		
Email:	jennifer.m.venckus@medtronic.com		
Correspondent Name:	Thomas Johnston		
Address Line 1:	15 Hamsphire Street		
Address Line 2:	IP Legal		
Address Line 4:	Mansfield, MASSACHUSETTS 02048		
NAME OF SUBMITTER:	Attorney of Record		
SIGNATURE:	//Thomas H Johnston//		
DATE SIGNED:	01/10/2019		
Total Attachments: 6			
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TRADEMARK

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CONTRIBUTION AGREEMENT

Contribution Agreement (this "Agreement") dated as of the 27th day of September, 2014 (the "Contribution Date"), by and between Batts, Inc., a Delaware corporation (the "LLC Interest Contributor"), and Covidien LP, a Delaware limited partnership (the "Contributor") governed under the provisions of the Third Amended and Restated Agreement of Limited Partnership dated September 2, 2010 (the "Partnership Agreement").

RECITALS

WHEREAS, the sole Member of Sapheon LLC, a California limited liability company (the "LLC") governed under the provisions of a Limited Liability Company Agreement entered into by the LLC Interest Contributor and the LLC on September 26, 2014 (the "LLC Agreement"), consists of the LLC Interest Contributor, which owns one hundred percent (100%) of the Common Interest Percentage (as such term is defined in the LLC Agreement) of the LLC (such Common Interest Percentage being referred to as the "LLC Interest"); and

WHEREAS, the LLC Interest Contributor is a limited partner of the Contributor and holds Partnership Interests in the Contributor; and

WHEREAS, the parties hereto desire that (i) the LLC Interest Contributor transfer, assign, convey and deliver to the Contributor, as a capital contribution to the Contributor, the LLC Interest, in exchange for an increase in the Percentage Interest of the LLC Interest Contributor in accordance with the Partnership Agreement (the "Contribution") and (ii) concurrently with the Contribution, the Contributor be admitted as a member of the LLC in substitution for the Contributor, thereby becoming the sole Member (as such term is defined in the LLC Agreement) of the LLC; and

WHEREAS, in accordance with Article 7 of the LLC Agreement, by execution and delivery of this Agreement, the LLC Interest Contributor, comprising and in its capacity as sole Member, has consented to the Contribution and approved the admission of the Contributor as a member of the LLC, in substitution for the LLC Interest Contributor, such that the Contributor shall be the sole Member of the LLC, and, in accordance with Article 7 of the LLC Agreement, the Contributor has executed and delivered to the LLC a counterpart of the LLC Agreement thereby agreeing to be bound by the terms of the LLC Agreement; and

WHEREAS, by execution of this Agreement on behalf of the Contributor, the General Partner of the Contributor has consented, in accordance with the Section 3.2 of the Partnership Agreement, to the Contribution; and

WHEREAS, the Contribution is intended to be treated as a transfer to the Contributor of the assets, and an assumption by the Contributor of the liabilities, of the LLC, in accordance with the provisions of Sections 721, 731 and 752 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury Regulations; and

NOW THEREFORE, in consideration of the foregoing, and the representations and warranties and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CONTRIBUTION; ADMISSION AND SUBSTITUTION OF CONTRIBUTEE AS SOLE MEMBER OF THE LLC; INCREASE IN PERCENTAGE INTEREST OF LLC INTEREST CONTRIBUTOR

1.1 LLC Interest Contribution.

(a) Effective as of the date hereof the LLC Interest Contributor hereby irrevocably assigns, transfers, conveys and delivers to the Contributée, as a capital contribution to the Contributée, the LLC Interest Contributor's entire right, title and interest in and to the LLC Interest, free and clear of any liens, claims or encumbrances of any kind or nature, other than restrictions on transfer imposed by federal or state securities laws (the "LLC Interest Contribution").

(b) Effective as of the date hereof concurrently with the LLC Interest Contribution provided for in Section 1.1(a), the Contributée hereby (i) accepts the LLC Interest as a capital contribution to the Contributée, (ii) assumes all liabilities, claims and obligations of the Contributor arising out of or relating to the LLC Interest, whether accrued now or hereafter, whether fixed or contingent, and whether known or unknown and (iii) agrees and acknowledges (and by execution of this Agreement on behalf of the Contributée, the General Partner of the Contributée confirms) that the Percentage Interest of the LLC Interest Contributor shall be increased and the Partners' respective Percentage Interests in the Partnership shall be appropriately adjusted to take account of the LLC Interest Contribution, and the Capital Account of the LLC Interest Contributor shall be credited for the LLC Interest Contribution, in accordance with the Partnership Agreement.

1.2 Admission and Substitution of the Contributée as Sole Member of the LLC. The LLC Interest Contributor, comprising and in its capacity as sole Member, hereby acknowledges and confirms that, effective as of the date hereof upon the effectiveness of the Contribution provided for in Section 1.1, the Contributée is admitted as a member of the LLC in substitution for the LLC Interest Contributor in accordance with the LLC Agreement and shall thereby become the sole Member of the LLC, and shall succeed to the respective capital accounts, Common Interest Percentage and rights and obligations of the LLC Interest Contributor, to the extent of the respective LLC Interest Contribution and (iii) in accordance with Section 3.1 of the LLC Agreement, Schedule A to the LLC Agreement shall be amended to reflect the foregoing.

1.3 Effect of Contribution. In exchange for the Contribution, the LLC Interest Contributor's Percentage Interest will be determined in accordance with Section 1.4 below and the applicable provisions of the Partnership Agreement.

1.4 Determination of Percentage Interest. The Contribution shall be made in exchange for an increase in the Percentage Interest of the LLC Interest Contributor equal to the fair market value of the LLC Interest and the Contributor does hereby issue and deliver to the LLC Interest Contributor such Percentage Interest. Pursuant to (i) Section 3.2 of the Partnership Agreement, Contributor shall adjust the Partner's respective Percentage Interests in the Partnership as appropriate to take into account the Contribution, (ii) Section 3.6(a) of the Partnership Agreement, the Capital Accounts of the Contributor shall be credited with Contributor's Contribution made pursuant to the terms of this Agreement and (iii) Section 3.1 of the Partnership Agreement, the Contributor's rights with respect to the Available Cash of the Contributor shall be in such amounts and on such date or dates as determined by the General Partner in its sole discretion. Contributor shall adjust the books and records of Contributor to reflect the Contributions and issuance of the additional Partnership Interests to the Contributor.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Organization; Authority; Valid and Binding Agreement. Each of the parties represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) it has the corporate or limited partnership, as applicable, power and authority, and has taken all necessary corporate or limited partnership, as applicable, action, to authorize, execute, deliver and perform this Agreement, (iii) this Agreement has been duly executed and delivered by it, (iv) this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally, (v) the execution, delivery and performance by it of this Agreement does not (a) require any governmental filing or governmental approval or any consent or approval of such party's stockholders, partners or any other third parties, except for such filings that have been, or will be, timely made and such consents or approvals that have been obtained, or (b) violate or conflict with, result in a breach of, or constitute a default under any of its organizational documents or any agreements by which it is bound and (vi) there is no litigation pending, or to such party's knowledge, threatened, against such party, that questions the validity of this Agreement or the right of such party to enter into this Agreement or perform its obligations hereunder.

2.2 Additional Representations and Warranties of the LLC Interest Contributor.

(a) The LLC Interest Contributor further represents and warrants to the Contributor that (i) the LLC Interest Contributor is the sole direct owner of the LLC Interest, free and clear of all liens, claims, encumbrances, rights of others and restrictions on transfer other than restrictions on transfer imposed by federal or state securities laws and (ii) the LLC Interest

Contributor has the right to transfer to the Contributtee legal and equitable title to the LLC Interest.

(b) The LLC Interest Contributor represents and warrants to the Contributtee, solely with respect to itself and the increased Partnership Interest being issued to the LLC Interest Contributor pursuant to 1.1(b), (such increased Partnership Interest being referred to in this Section 2.2(b) as the "Additional Partnership Interest"), that (i) it is an "accredited investor" within the meaning of Rule 501 of the U.S. Securities Act of 1933, as amended (the "Securities Act"), (ii) the Additional Partnership Interest is being acquired for its own account and not with a view to any offering or distribution within the meaning of the Securities Act and any applicable state securities laws, (iii) it has no present intention of selling or otherwise disposing of the Additional Partnership Interest or any portion thereof in violation of such laws, (iv) it has sufficient knowledge and expertise in financial and business matters so as to be capable of evaluating the merits and risks of the Additional Partnership Interest and (vi) it understands that (a) the Additional Partnership Interest has not been registered under the Securities Act, (b) the Additional Partnership Interest may not be sold or transferred in the absence of such registration or an exemption from such registration and (c) the Additional Partnership Interest involves a high degree of risk and it is capable of bearing the economic risks of the Additional Partnership Interest.

2.3 Additional Representations and Warranties of the Contributtee. The Contributtee represents and warrants to the LLC Interest Contributor that (i) it is an "accredited investor" within the meaning of Rule 501 of the Securities Act, (ii) the LLC Interest Contribution is being acquired for its own account and not with a view to any offering or distribution within the meaning of the Securities Act and any applicable state securities laws, (iii) it has no present intention of selling or otherwise disposing of the LLC Interest Contribution or any portion thereof in violation of such laws, (iv) it has sufficient knowledge and expertise in financial and business matters so as to be capable of evaluating the merits and risks of the LLC Interest Contribution and (v) it understands that (a) the LLC Interest Contribution has not been registered under the Securities Act, (b) the LLC Interest Contribution may not be sold or transferred in the absence of such registration or an exemption from such registration and (c) the LLC Interest Contribution involves a high degree of risk and it is capable of bearing the economic risks of the LLC Interest Contribution.

ARTICLE III

MISCELLANEOUS

3.1 Definitions. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Partnership Agreement, except that the term "Common Interest Percentage" refers to the term as defined in the LLC Agreement.

3.2 Expenses. Each party shall bear its own expenses in connection with this Agreement, including without limitation any transfer taxes.

3.3 Amendment, Modification and Waiver. No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the LLC Interest Contributor and the Contributor. Any failure of a party to comply with any obligation or agreement hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a party to take any action with respect to any breach of this Agreement or default by the other party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

3.4 Legal Enforceability. In case any provision of this Agreement is fully or in part invalid or unenforceable, this will not affect the validity and enforceability of the other provisions of this Agreement. The invalid or unenforceable provision will then be considered replaced by a valid and enforceable provision, which comes as close as possible to the economic purpose intended by the invalid or unenforceable provision.

3.5 Conflicts; Entire Agreement. This Agreement supplements the Partnership Agreement and, to the extent of any conflict between the Partnership Agreement and this Agreement, the terms hereof shall control. In all other respects, the Partnership Agreement shall control. Except as set forth in this Section 3.5, this Agreement constitutes the entire and only agreement or understanding between the parties relating to the subject matter hereof and supersedes and cancels all previous agreements and understandings between the parties with respect to such subject matter.

3.6 Governing Law. This Agreement shall be governed by the laws of the state of Delaware without giving effect as to choice of law provisions thereof.

3.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this
Contribution Agreement as of the date first written above.

LLC INTEREST CONTRIBUTOR:

BATTS, INC.,
individually and in its capacity as sole Member of
the LLC

By: 

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

CONTRIBUTE:

COVIDIEN LP

By: COVIDIEN HOLDING INC.
its sole General Partner

By: 

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