

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aircraft Medical Limited		12/20/2021	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Covidien AG		
Street Address:	Victor von Bruns-Strasse 19 Neuhausen am Rheinfall,		
City:	SCHAFFHAUSEN		
State/Country:	SWITZERLAND		
Postal Code:	8212		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4703419	MCGRATH	
Registration Number:	3497452	MCGRATH	
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:	5082618000		
Email:	amy.devito@medtronic.com		
Correspondent Name:	Amy DeVito		
Address Line 1:	15 Hampshire Street		
Address Line 4:	Mansfield, MASSACHUSETTS 02048		
ATTORNEY DOCKET NUMBER:	Aircraft/LG00080.L25		
DOMESTIC REPRESENTATIVE			
Name:	Medtronic		
Address Line 1:	15 Hampshire Street		
Address Line 4:	Mansfield, MASSACHUSETTS 02048		
NAME OF SUBMITTER:	Tiffany Parcher		
SIGNATURE:	/tiffany parcher/		

CH \$65.00 4703419

DATE SIGNED:	02/23/2023
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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made as of the last date of signature below by and between Aircraft Medical Limited, a United Kingdom corporation (“**Assignor**”), and Covidien AG, a Switzerland corporation (“**Assignee**”; each a “**Party**,” and together, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of 20th December of 2021 (the “**Assignment Agreement**”), pursuant to which, among other things, Assignor agreed to assign to Assignee all right, title and interest in, to and under the trademark, 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 Assignment Agreement and subject to the terms and conditions therein, Assignor and Assignee, intending to be legally bound, hereby agree as follows:


1. 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 agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agrees that the courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
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 Assignment Agreement, Assignor is not making any representations or warranties of any kind whatsoever by virtue of, and shall have no liability under, this Agreement. Nothing herein shall be deemed to supersede or otherwise modify any provision of the Assignment Agreement. To the extent of any conflict between the provisions of this Assignment and the Assignment Agreement, the provisions of the Assignment 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 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).

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be to be duly executed by their respective authorized officers as of the day and year first above written.

AIRCRAFT MEDICAL LIMITED

DocuSigned by:

By: _____
9792D9608E2A492...
Name: Duncan Robertson
Title: Authorized Signatory
Date: 20-Dec-2021

COVIDIEN AG

DocuSigned by:

By: _____
C7C07AF422D54AF...
Name: Eric Vibert
Title: Authorized Signatory
Date: 20-Dec-2021

SCHEDULE A

Trademark	Country	Status	Filed Date	App. No.	Reg. Date	Reg. No.	Int. Class(es)
McGRATH	Australia	Registered	2017-12-14	1894854	2019-02-25	1894854	9,10
McGRATH	Brazil	Registered	2017-12-21	913947091	2019-01-29	913947091	9
McGRATH	Brazil	Registered	2017-12-21	913947113	2019-01-29	913947113	10
McGRATH	Canada	Application	2017-12-14	1872993			9,10
McGRATH	Chile	Registered	2017-12-18	1275301	2018-10-16	1283512	9,10
McGRATH	China	Registered	2011-11-28	10240603	2013-01-28	10240603	9
McGRATH	China	Registered	2011-11-28	10240602	2013-03-07	10240602	10
Aircraft	China	Registered	2011-11-28	10240601	2013-02-28	10240601	9
Aircraft	China	Registered	2011-11-28	10240600	2013-03-21	10240600	10
X blade	China	Registered	2013-11-07	1187251	2013-11-07	1187251	10
MCGRATH in chinese characters	China	Registered	2018-03-22	29746284	2019-05-28	29746284	9
Aircraft in Chinese Characters 爱尔卡夫特 (Ai Er Ka Fu Te)	China	Registered	2020-10-12	50355068	2021-06-14	50355068	10
Aircraft in Chinese Characters 爱尔卡夫特 (Ai Er Ka Fu Te)	China	Registered	2020-10-12	50343961	2021-06-14	50343961	9
McGRATH	Colombia	Registered	2017-12-20	2017/0100367	2019-07-26	626851	9,10
McGRATH	Dominican Republic	Registered	2020-02-10	2020-5951	2020-08-18	267402	9,10
McGRATH	European Union	Registered	2005-05-26	4457347	2006-06-20	4457347	9,10,44
Aircraft	European Union	Registered	2005-05-26	4457453	2006-08-14	4457453	9,10,44
SERIES 3	European Union	Registered	2010-09-23	9398892	2011-03-06	9398892	10
X3	European Union	Registered	2012-10-23	11287703	2013-08-25	11287703	10
X blade	European Union	Registered	2013-11-07	1187251	2013-11-07	1187251	10
McGRATH	Hong Kong	Registered	2011-10-18	302061594	2011-10-18	302061594	9,10
Aircraft	Hong Kong	Registered	2011-10-18	302061585	2011-10-18	302061585	10
X blade	Hong Kong	Registered	2013-11-07	302793150	2013-11-07	302793150	10
McGRATH	India	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10
X blade	International	Registered	2013-11-07	1187251	2013-11-07	1187251	10
McGRATH	International	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10
X blade	Japan	Registered	2013-11-07	1187251	2013-11-07	1187251	10
McGRATH	Japan	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10
McGRATH	Korea, Republic of (KR)	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10

McGRATH	Kuwait	Registered	2016-05-08	180074	2016-05-08	151121	9
McGRATH	Kuwait	Registered	2016-05-08	180075	2016-05-08	150584	10
McGRATH	Mexico	Registered	2018-03-15	2023227	2018-03-15	1887541	10
McGRATH	Mexico	Registered	2018-03-15	2023228	2018-03-15	1887540	9
McGRATH	New Zealand	Registered	2017-12-14	1083109	2018-06-15	1083109	9,10
McGRATH	Russian Federation	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10
McGRATH	Saudi Arabia	Registered	2017-03-13	1438013700	2017-05-24	1438013700	10
McGRATH	Saudi Arabia	Registered	2017-03-13	1438013699	2017-05-24	1438013699	9
McGRATH	Singapore	Registered	2015-09-01	1274988	2015-09-01	1274988	9,10
McGRATH	Switzerland	Registered	2017-12-13	65731/2017	2018-05-28	716639	9,10
X blade	Taiwan	Registered	2013-11-07	102062387	2014-05-16	01642766	10
McGRATH	Taiwan	Registered	2017-12-14	106079387	2018-09-01	01937504	9,10
McGRATH	Turkey	Registered	2017-12-14	2017/114449	2018-03-28	2017114449	9,10
McGRATH	United Arab Emirates	Registered	2016-07-10	256346	2017-08-07	256346	10
McGRATH	United Arab Emirates	Registered	2016-07-10	256345	2017-08-08	256345	9
Aircraft	United Kingdom	Registered	2004-11-26	2379101	2006-05-26	2379101	9,10
McGRATH	United Kingdom	Registered	2004-11-26	2379102	2005-07-01	2379102	9,10
McGRATH	United Kingdom	Registered	2005-05-26	UK00904457347	2006-06-20	UK00904457347	9,10,44
Aircraft	United Kingdom	Registered	2005-05-26	UK00904457453	2006-08-14	UK00904457453	9,10,44
SERIES 3	United Kingdom	Registered	2010-09-23	UK00909398892	2011-03-06	UK00909398892	10
X3	United Kingdom	Registered	2012-10-23	UK00911287703	2013-08-25	UK00911287703	10
X blade	United Kingdom	Registered	2013-05-09	3005315	2013-08-16	3005315	10
X blade	United Kingdom	Registered	2013-11-07	UK00801187251	2013-11-07	UK00801187251	10
G blade	United Kingdom	Registered	2015-04-09	3103136	2015-09-18	3103136	10
CameraStick	United States of America	Common Law					10
DepthGuide	United States of America	Common Law					10
McGRATH	United States of America	Registered	2005-05-26	78637689	2008-09-02	3497452	9,10
X blade	United States of America	Registered	2013-11-07	1187251	2014-12-30	1187251	10
McGRATH	United States of America	Registered	2014-07-25	86348121	2015-03-17	4703419	9,10

TRADEMARK

RECORDED: 02/23/2023

REEL: 007988 FRAME: 0300