

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtronic, Inc.		03/28/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Mozarc Medical US LLC		
Street Address:	710 Medtronic Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97723453	MOZARC	
Serial Number:	97723451	MOZARC	
Serial Number:	97723443	MOZARC	
Serial Number:	97723446	MOZARC	
Serial Number:	97569551	MOZARC MEDICAL	
Serial Number:	97569548	MOZARC MEDICAL	
Serial Number:	97482074	SIMPLI	
Serial Number:	97481658	SOLV	
Registration Number:	6725220	CLEARUM	
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>			
Email:	stebo@hvpatentlaw.com		
Correspondent Name:	Hahn & Associates		
Address Line 1:	1100 15th Street, NW		
Address Line 2:	STE. 4-182		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Roger C. Hahn		

OP \$240.00 97723453

SIGNATURE:	/Roger C. Hahn/
DATE SIGNED:	04/21/2023
Total Attachments: 8 source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page1.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page2.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page3.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page4.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page5.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page6.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page7.tif source=Trademark Assignment - Medtronic, Inc and Mozarc Medical US LLC#page8.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made and entered into as of April 1, 2023 (the “**Effective Date**”) by and between Medtronic, Inc., a Minnesota corporation, with its principal place of business located at 710 Medtronic Parkway, Minneapolis, MN 55431 (“**Assignor**”), and Mozarc Medical US LLC, a Delaware limited liability company, with its principal place of business located at 710 Medtronic Parkway, Minneapolis, MN 55431 (“**Assignee**”).

WHEREAS, Assignor, Covidien Swiss Holding GmbH, Mozarc Medical Holding LLC (formerly known as RCS Holding LLC), and DaVita Inc. have entered into that certain Master Transaction Agreement dated May 25, 2022, pertaining to the sale of certain assets owned by Assignor and certain of its Affiliates (as such Master Transaction Agreement is amended, supplemented or modified from time to time, the “**Master Transaction Agreement**”), pursuant to which (among other things), on the terms and subject to the conditions set forth in the Master Transaction Agreement, Assignee has acquired all of Assignor and its Affiliates entire ongoing and existing business or that portion of the business to which any intent-to-use mark included in the Assigned Trademarks (defined below) pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060;

WHEREAS, pursuant to the Master Transaction Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Master Transaction Agreement, Assignor and Assignee have agreed to enter into this Trademark Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Master Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under (i) the Trademarks listed on Schedule A hereto (the “**Assigned Trademarks**”) and all renewals and extensions of any such application, registration and filing, (ii) any and all rights, priorities, and privileges of Assignor with respect to the Assigned Trademarks as provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) the goodwill appurtenant to the Assigned Trademarks, (iv) all rights to prosecute and maintain the Assigned Trademarks, (v) the right to sue and bring other claims for past, present and future infringement, misappropriation, dilution or other violation of the Assigned Trademarks and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith, (vi) all rights corresponding to any of the foregoing throughout the world, and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks. Assignee will record either (a) this

Trademark Assignment with the applicable governmental entity or registrar or (b) a separate trademark assignment that complies with local requirements in the applicable country and with the requirements of the applicable governmental entity or registrar. Assignor will cooperate with Assignee in connection with preparation, execution, delivery, and recordation of any such separate trademark assignments.

3. Information and Assistance. Subject to the terms and conditions of this Trademark Assignment and Section 5.19 (Further Assurances) of the Master Transaction Agreement, upon Assignee's reasonable request, Assignor shall, at Assignee's cost and expense, execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Trademark Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Trademark Assignment shall become effective when each party has signed one or more counterparts and delivered them (by facsimile or otherwise) to the other party.

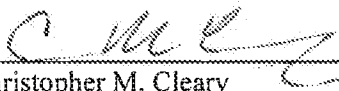
6. Master Transaction Agreement Controls. This Trademark Assignment is provided pursuant to the Master Transaction Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Trademark Assignment is intended to or shall be deemed to modify, expand, alter, amend, or otherwise change any of the covenants, warranties, representations, rights, obligations, or liabilities under the Master Transaction Agreement. None of Assignor, Assignee or their respective Affiliates make any representation or warranty in this Trademark Assignment. If any provision of this Trademark Assignment is inconsistent or conflicts with the Master Transaction Agreement, the Master Transaction Agreement shall control.

7. Governing Law. This Trademark Assignment and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment or the negotiation, execution, or performance of this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ASSIGNOR: Medtronic, Inc.

By: 
Name: Christopher M. Cleary
Title: Senior Vice President - Corporate
Development

Accepted by:

ASSIGNEE: Mozarc Medical US LLC

By: _____
Name: Venkatesh R. Manda
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

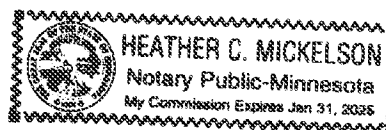
STATE OF Minnesota : ss.:

CITY/COUNTY OF Anoka)

I, Heather C. Mickelson, the undersigned Notary Public do hereby certify that Christopher M. Cleary, as Senior Vice President - Corporate Development of Medtronic, Inc., a Minnesota corporation, who signed the foregoing Assignment document, was authorized on the 28th day of April 2023, to execute the foregoing Assignment document on behalf of Medtronic, Inc., and to me acknowledged that he did sign the said document.

Heather C. Mickelson

Notary Public



[Signature Page to Trademark Assignment]


IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ASSIGNOR: Medtronic, Inc.

By: _____
Name: Christopher M. Cleary
Title: Senior Vice President - Corporate
Development

Acknowledged and Accepted by:

ASSIGNEE: Mozarc Medical US LLC

By:  _____
Name: Venkatesh R. Manda
Title: President and Chief Executive Officer

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)

STATE OF MINNESOTA : ss.:

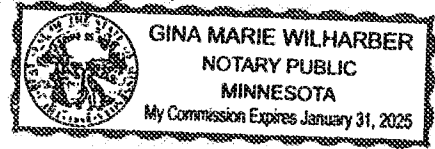
CITY/COUNTY OF HENNEPIN)

I, GINA MARIE WILHARBER, the undersigned Notary Public do hereby certify that Venkatesh R. Manda, as President and Chief Executive Officer of Mozarc Medical US LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 1st day of April 2023, to execute the foregoing Assignment document on behalf of Mozarc Medical US LLC, and to me acknowledged that he did sign the said document.

Gina Marie Wilharber

Notary Public

Gina Marie Wilharber



SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Jurisdiction	Application Number	Registration Number	International Class(es)
ACIDFLEX	European Union	003039104	003039104	5,10
ACIDFLEX	United Kingdom	UK00903039104	UK00903039104	5,10
CLEARUM	United States of America	88403434	6725220	10
CLEARUM	European Union	018060222	018060222	10
CLEARUM	China	39414498	39414498	10
CLEARUM	United Kingdom	UK00918060222	UK00918060222	10
CLEARUM	Dominican Republic	800916	282788	10
MOZARC	United States of America	97723453		9,10
MOZARC	United States of America	97723451		9,10
MOZARC	United States of America	97723443		5,9
MOZARC	United States of America	97723446		5,9,10
MOZARC MEDICAL	United States of America	97569551		9,10
MOZARC MEDICAL	United States of America	97569548		5,9,10
Mozarc Medical	China	68080040		10
Mozarc Medical	China	68082248		9
Mozarc Medical	China	68088598		5
SIMPLI	European Union	018081461	018081461	10
SIMPLI	United Kingdom	UK00918081461	UK00918081461	10

Mark	Jurisdiction	Application Number	Registration Number	International Class(es)
SIMPLI	United States of America	97482074		10
SOLV	European Union	018086914	018086914	9,10
SOLV	China	39172652		10
SOLV	Australia	2019534	2019534	9,10
SOLV	China	39172651	39172651	9
SOLV	United Kingdom	UK00918086914	UK00918086914	9,10
SOLV	United States of America	97481658		9,10