

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805926

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Covidien LP		03/28/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mozarc Medical US LLC		
<b>Street Address:</b>	710 Medtronic Parkway		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55431		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4353137	PALINDROME	
<b>Registration Number:</b>	6798039	RITUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	stebo@hvpatentlaw.com		
<b>Correspondent Name:</b>	Hahn & Associates		
<b>Address Line 1:</b>	1100 15th Street, NW		
<b>Address Line 2:</b>	STE. 4-182		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	ROGER C. HAHN		
<b>SIGNATURE:</b>	/ROGER C. HAHN/		
<b>DATE SIGNED:</b>	04/25/2023		
<b>Total Attachments: 8</b>			
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source=Trademark Assignment - Covidien LP to Mozarc#page3.tif			
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source=Trademark Assignment - Covidien LP to Mozarc#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 Covidien LP, a limited partnership organized under the laws of Delaware, with its principal place of business located at 15 Hampshire Street, Mansfield, MA 02048 (“**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, Medtronic, Inc., 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: Covidien LP**

By: \_\_\_\_\_  
Name:  
Title:

**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.:

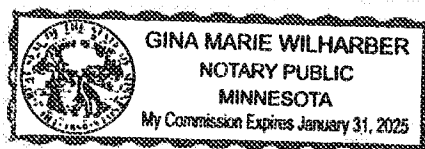
CITY/COUNTY OF HENNEPIN )

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 15<sup>th</sup> 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*

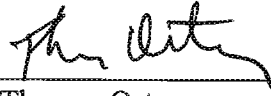
Notary Public

*Gina Marie Wilharber*



IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

**ASSIGNOR: Covidien LP**

By:   
Name: Thomas Osteraas  
Title: Assistant Secretary

**Acknowledged and Accepted by:**

**ASSIGNEE: Mozarc Medical US LLC**

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

[Signature Page to Trademark Assignment]

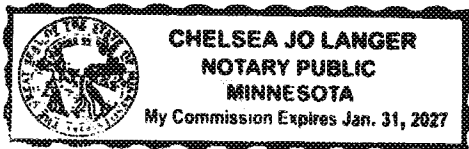
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )

STATE OF MINNESOTA ) ss.:

CITY/COUNTY OF ANOKA )

I, Chelsea Jo Langer, the undersigned Notary Public do hereby certify that Thomas Osteraas, as Assistant Secretary of Covidien LP, a Delaware based company, who signed the foregoing Assignment document, was authorized on the 28<sup>th</sup> day of March, 2023 to execute the foregoing Assignment document on behalf of Covidien LP, and to me acknowledged that he did sign the said document.



*Chelsea Jo Langer*

Notary Public  
Chelsea Jo Langer

Expiration Date: *January 31, 2027*

[Signature Page to Trademark Assignment]



**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>International Class(es)</b>
ATTIGO	European Union	017771511	017771511	10
ATTIGO	Australia	1908576	1908576	10
ATTIGO	United Kingdom	UK0091777151 1	UK0091777151 1	10
Back Eye in Katakana	Japan	2011-007307	5422387	10
EASY CLAMP in Katakana イージ ークランプ	Japan	2009-024883	5400736	10
GENTLE CATH in KATAKANA ジェ ントルキャス	Japan	2004-068686	4851818	10
GENTLE in Katakana/GENTLE ジェントル	Japan	2009-24879	5252358	10
GENTLECATH	Japan	2004-6-068687	4851819	10
HighBlood in katakana ハイブラ ッド	Japan	2009-024882	5252359	10
OBT	Japan	2010-070937	5395107	10
PALINDROME	United States of America	85732740	4353137	10
RITUS	United States of America	87849634	6798039	10
RITUS	China	30378961	30378961	10
RITUS	European Union	017887384	017887384	10

Mark	Jurisdiction	Application Number	Registration Number	International Class(es)
RITUS	Japan	2018-47406	6102822	10
RITUS	Canada	1896506	1088991	10
RITUS	Mexico	2044679	1914928	10
RITUS	India	3992342	3992342	10
RITUS	Dominican Republic	2020-5972	273619	10
RITUS	United Kingdom	UK0091788738 4	UK0091788738 4	10
RITUS in Katakana ライタス	Japan	2018-67394	6121347	10
SAFETY CLAMPING in Katakana/SAFETY CLAMPING	Japan	2009-24880	5304132	10
Slide Access in Katakana/Slide Access	Japan	2008-93526	5218101	10
TORNADO FLOW in KATAKANA	Japan	2004-068688	4851820	10
Vカット	Japan	2017-028469	5996210	10