

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covidien AG		03/28/2023	Corporation: SWITZERLAND
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: 3			
Property Type	Number	Word Mark	
Registration Number:	1363165	PERMCATH	
Registration Number:	2799065	TANDEM-CATH	
Registration Number:	3541953	VENATRAC	
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		
SIGNATURE:	/ROGER C. HAHN/		
DATE SIGNED:	04/20/2023		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made and entered into as of April 1, 2023 (the “**Effective Date**”) by and between COVIDIEN AG, a company organized under the laws of Switzerland with company registration number CHE-105.098.567 having its registered office address at Victor von Bruns-Strasse 19 Neuhausen am Rheinfall 8212 Switzerland (“**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 AG

By: _____
Name:
Title: Director

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.:

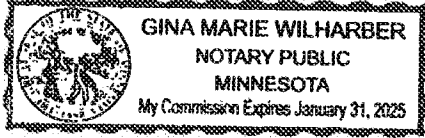
CITY/COUNTY OF HENNEPIN)

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

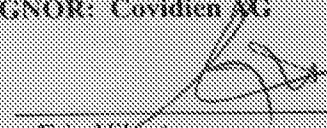
Notary Public

Gina Marie Wilharber



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

ASSIGNOR: Covidien AG

By: 
Name: Eric Vibert
Title: Managing Director

Acknowledged and Accepted by:


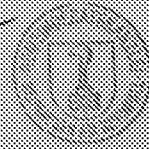
ASSIGNEE: Mozarc Medical US LLC

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

Legalization

Seen for legalization of the signature
of Eric Francois Marie Vibert, born
15.05.1968 from France in 8700
Klarach, Boglarenstr. 22/CH
Neuhausen on the Rhine Falls, 28.03.2023

Town Chancery Neuhausen on the Rhine Falls

ok. 


[Signature Page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Country	Application Number	Registration Number	International Class(es)
MAXID	China	3275063	3275063	10
MAXID	European Union	2777076	002777076	10
MAXID	Australia	919938	919938	10
MAXID	Japan	60415/2002	4697559	10
MAXID	Taiwan	91030287	1050560	10
MAXID	South Africa	2002/10289	2002/10289	10
MAXID	Mexico	557344	826538	10
MAXID	Israel	158549	158549	10
PALINDROME	Iran	85010678	134504	10
PALINDROME	Dominican Republic	2016-28401	234630	10
PALINDROME	United Arab Emirates	78129	62973	10
PALINDROME	Turkey	2006/006629	2006 06629	10
PALINDROME	Egypt	183115	183115	10
PALINDROME	Switzerland	51335/2006	544966	10
PALINDROME	Norway	2006.01885	235015	10
PALINDROME	South Africa	2006/01409	2006/01409	10
PALINDROME	Thailand	616779	Kor246419	10
PALINDROME	Japan	70441/2003	4751637	10
PALINDROME	Australia	965995	965995	10
PALINDROME	European Union	3311991	003311991	10
PALINDROME	United Kingdom	2342430	2342430	10
PALINDROME	Taiwan	95004691	1236402	10
PALINDROME	Croatia	Z20060245A	Z20060245A	10
PALINDROME	France	03 3250605	033250605	10
PALINDROME	Germany (Federal Republic of)	30343410.4	30343410	10
PALINDROME	Kuwait	74691	67106	10
PALINDROME	Mexico	762250	943875	10
PALINDROME	New Zealand	741833	741833	10
PALINDROME	Panama	148692-01	148692-01	10
PALINDROME	Canada	1299839	TMA688907	10

Mark	Country	Application Number	Registration Number	International Class(es)
PALINDROME	Brazil	828120439	828120439	10
PALINDROME	Chile	718155	760657	10
PALINDROME	Argentina	2647060	2152433	10
PALINDROME	Korea, Republic of (KR)	40-2006-0006449	40-0707763	10
PALINDROME	China	5179755	5179755	10
PALINDROME	Colombia	T2006/006389	320380	10
PALINDROME	Hong Kong	300569755	300569755	10
PALINDROME	Israel	186902	186902	10
PALINDROME	India	1417452		10
PALINDROME	United Kingdom	UK0093311991	UK009033119 91	10
PERMCATH	Dominican Republic	2016-28402	234621	10
PERMCATH	United States of America	73/526365	1363165	10
PERMCATH (IN KATAKANA)	Japan	2009-92209	5374804	10
TANDEM-CATH	European Union	016026429		10
TANDEM-CATH	United States of America	78/035291	2799065	10
VENATRAC	United States of America	78/828147	3541953	10
VENATRAC	Mexico	774306	929275	10
VENATRAC	Israel	188569	188569	10
VENATRAC	Hong Kong	300604223	300604223	10
VENATRAC	Taiwan	95014645	1236417	10
VENATRAC	European Union	004971801	004971801	10
VENATRAC	China	5231395	5231395	10
VENATRAC	Brazil	828279080	828279080	10
VENATRAC	Canada	1295612	738321	10
VENATRAC	Australia	1104914	1104914	10
VENATRAC	Japan	29189/2006	5044081	10
VENATRAC	South Africa	2006/06105	2006/06105	10
VENATRAC	United Kingdom	UK00904971801	UK009049718 01	10

Mark	Country	Application Number	Registration Number	International Class(es)
FAST FLOW	Canada	787988	469539	10
MAXID SPORT	Japan	63327/2002	4653851	10
PALINDROME	Lebanon	105867	105867	10
PALINDROME	Russian Federation	2006703230	323388	10
PALINDROME	Saudi Arabia	102609	886/6	10
PERMCATH	Japan	2009-92208	5374803	10
TOP-CATH	Canada	787989	469558	10