

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aspect Medical Systems, LLC	12/25/2009
RECEIVING PARTY DATA	
Name:	Nellcor Puritan Bennett LLC
Street Address:	675 McDonnell Boulevard
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63042
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6236874
CORRESPONDENCE DATA	
Fax Number:	(303)305-2224
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-305-2400
Email:	ip.legal@covidien.com
Correspondent Name:	Nellcor Puritan Bennett LLC
Address Line 1:	6135 Gunbarrel Avenue
Address Line 2:	Attn: IP Legal
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	H-RM-01964 CON
NAME OF SUBMITTER:	Timothy G. Majors
Total Attachments: 7 source=assignment agreement aspect#page1.tif source=assignment agreement aspect#page2.tif source=assignment agreement aspect#page3.tif source=assignment agreement aspect#page4.tif	

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), effective as of December 25, 2009 (the "Effective Date") is made by and between Aspect Medical Systems LLC, a limited liability company organized under the laws of Delaware, residing at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignor"), and Nellcor Puritan Bennett LLC, a limited liability company organized under the laws of Delaware, having a place of business at 675 McDonnell Boulevard, St. Louis, Missouri 63042 ("Assignee"), each individually referred to as a "Party," and collectively as the "Parties".

RECITALS

WHEREAS, the Parties are wholly-owned indirect subsidiaries of Covidien plc, a company incorporated under the laws of Ireland;

WHEREAS, United States Surgical Corporation, a Delaware corporation ("USSC"), is the owner of one hundred percent (100%) of the limited liability company interests (as the term "interests" is used in the Delaware Limited Liability Company Act) in both Assignor and Assignee;

WHEREAS, Assignor and Assignee have each elected to be disregarded as an entity separate from USSC for United States federal income tax purposes under Treasury Regulation Section 301.7701-3; and

WHEREAS, Assignor desires to assign to Assignee, for good and valuable consideration, all of its right, title, and interest in all Assigned Intangibles as defined herein, and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, the Parties, intending to be legally bound, covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meanings set forth below:

"Agreement" is defined in the introductory paragraph of this Agreement.

"Assigned Intangibles" means any and all Intangibles in existence as of the Effective date owned by or licensed to Assignor, or in which Assignor has any interest, at any time prior to the Effective Date as recognized in any jurisdiction throughout the world, including but not limited to the Intangibles listed in Attachment A.

"Effective Date" is defined in the introductory paragraph of this Agreement.

“Improvement” means any modification, improvement, amplification, or expansion of the Assigned Intangibles and/or the Patent Rights.

“Intangibles” means any and all technologies, procedures, processes, designs, inventions, discoveries, know-how, show-how, Marks, copyrights and other rights in works of authorship (including without limitation Moral Rights and the benefit of waivers thereof), Patent Rights, Improvements, trade secrets, software, and non-public proprietary information, and any other intellectual property rights constituting, embodied in or pertaining thereto.

“Marks” means any trademarks, service marks, trade names, service names, trade dress, logos, business names and any other similar intangible rights of attribution or association recognized in any jurisdiction anywhere in the world.

“Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, any right to object to the association of a work with a product, cause, service or institution, and any similar right, existing under the law of any country in the world, or under any treaty.

“Party” or “Parties” is defined in the introductory paragraph of this Agreement.

“Patent Rights” means any and all legal, equitable and other rights, enforceable in any jurisdiction or country of the world, arising from or associated with (i) issued, registered or granted patents, (ii) utility models and the like, and (iii) applications for patents, utility models and the like, pending before any relevant authority worldwide, including any additions, continuations, continuations-in-part, divisions, reissues or extensions based on (i) through (iii), and including without limitation the right to file, apply for and prosecute through to grant any of the foregoing and (iv) all inventions or other patentable subject matter.

Section 1.2 Other Definitional Provisions.

(a) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(b) The words “include” or “including” when used in this Agreement are deemed to be followed by the words “but not be limited to” or “but not limited to,” respectively.

ARTICLE 2 GRANT OF ASSIGNMENT

Section 2.1 Assignment Grant by Assignor.

(a) For good and valuable consideration, receipt of which is hereby acknowledged, Assignor transfers, conveys, assigns, and delivers to Assignee, as of the Effective Date, and Assignee accepts, all of Assignor’s right, title, and interest, without limitation, in and to the Assigned Intangibles, including any and all goodwill associated with the Marks.

(b) Subsequent to the Effective Date, Assignor shall retain no right, title, or interest in and to the Assigned Intangibles, and any further use or exploitation of the Assigned Intangibles by Assignor shall require a license from Assignee.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Assignor. Assignor represents and warrants that it is entitled to grant the assignment hereby granted to the Assigned Intangibles and that it has no knowledge of any restriction, limitation or other prohibition on its right to grant the assignment hereby so granted or to comply with its other obligations under this Agreement.

Section 3.2 Representations and Warranties of Assignee. Assignee represents and warrants that it has no knowledge of any restriction, limitation or other prohibition on its right and ability to accept the assignment granted hereunder or to comply with its obligations under this Agreement.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Independent Contractors. This Agreement does not create a principal or agent, employer or employee, partnership, joint venture or any other relationship, except that of independent contractors between the parties. Nothing contained herein shall be construed to create or imply a joint venture, principal and agent, employer or employee, partnership, or any other relationship except that of independent contractors between the parties, and neither Party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with the performance hereunder.

Section 4.2 Waiver. Any waiver by any Party of any default by the other hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or of any of the terms and conditions of this Agreement.

Section 4.3 Amendments. The terms and conditions of this Agreement may not be superseded, modified, or amended except in a writing stating that it is such a modification and signed by an authorized representative of each Party hereto.

Section 4.4 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the New York, USA applicable to contracts performed solely within the State of New York exclusive of conflict of law provisions.

Section 4.5 Dispute Resolution.

(a) Any claim arising out of or relating to this Agreement or its subject matter or any right or obligation created by this Agreement shall be resolved in accordance with this Section 4.5. The Party asserting the dispute shall give prompt notice to the other Party, describing the dispute in reasonable detail. Neither Party shall commence court proceedings against the other Party relating to a dispute. Promptly after receipt of a dispute notice, the parties shall negotiate in good faith to resolve the dispute.

(b) If the dispute has not been resolved within 20 days after receipt of the dispute notice, then either Party, by notice to the other Party, may refer the dispute for exclusive, binding and final resolution by arbitration conducted by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the United States Arbitration Act. The arbitration shall be conducted by a single arbitrator selected jointly by the parties, or selected by the American Arbitration Association if the parties fail to agree on an arbitrator within a reasonable period. In the reasonable discretion of the arbitrator, either Party may conduct discovery in accordance with the evidentiary and civil procedure codes under New York law. A Party may enter judgment on the award rendered by the arbitrators in any court having jurisdiction.

Section 4.6 Attorneys' Fees. The prevailing Party in any legal action brought by one Party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including arbitrators' and court costs and reasonable attorneys' fees.

Section 4.7 Complete Agreement. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter.

Section 4.8 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (i) when delivered by hand, (ii) five business days after being deposited in the mail, certified mail and postage prepaid, (iii) one business day following timely delivery to a U.S. nationally recognized overnight courier service, or (iv) in the case of facsimile notice, when sent and electronically confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto:

If to Assignor:

Aspect Medical Services, LLC
15 Hampshire Street
Mansfield, Massachusetts 02048

If to Assignee:

Nellcor Puritan Bennett LLC
675 McDonnell Boulevard
St. Louis, Missouri 63042

Section 4.9 Headings; Counterparts. Headings to sections of this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof. This Agreement may be executed in two or more English language counterparts or duplicate originals, all of which shall be regarded as one and the same

instrument, and shall be the official and governing version in the interpretation of this Agreement.

Section 4.10 Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.

Section 4.11 Force Majeure. If the performance of any part of this Agreement, or of any obligation under this Agreement, by either Party is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the Party liable to perform, unless conclusive evidence to the contrary is provided, the Party so affected shall, on giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction or delay; *provided*, that the affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance with the dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

Section 4.12 Further Assurances. Each of the parties to this Agreement shall promptly execute and deliver to the other upon reasonable request all such other and further documents, agreements and instruments in compliance with or pursuant to its covenants and agreements herein, and shall file any notices and obtain any consents as may be reasonably necessary or appropriate in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the date set forth above.

ASPECT MEDICAL SYSTEMS, LLC
By: United States Surgical Corporation,
its Sole Member

By: _____

Name: Matthew J. Nicolella

Title: Vice President and Assistant Secretary

NELLCOR PURITAN BENNETT LLC

By: _____

Name: Matthew J. Nicolella

Title: Vice President and Assistant Secretary

Saturday, September 26, 2009
Country: United States of America

Priority Matter No/ Subcase
Client Matter No
Office

08227.007/ 3
08227.122 US3

Attachment A
Patent List

Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date	Resp.
ORD	08/320191 07-Oct-1994			Inactive	Boston
<i>Client Name:</i> Aspect Medical Systems, Inc.					
<i>Agent Name:</i> Wilmer Cutler Pickering Hale and Dorr LLP					
<i>Owner Name:</i>					
<i>Title:</i> MONITOR AND METHOD FOR ACQUIRING AND PROCESSING ELECTRICAL SIGNALS RELATING TO BODILY FUNCTIONS					

Attorney(s): MJB
Client Ref:
Agent Ref:

08227.009/ 1	ORD	09/162025 28-Sep-1998		Granted	Boston
08227.122 US1			6236874 22-May-2001	28-Sep-2018	
<i>Client Name:</i> Aspect Medical Systems, Inc.					
<i>Agent Name:</i> Wilmer Cutler Pickering Hale and Dorr LLP					
<i>Owner Name:</i> Aspect Medical Systems, Inc.					
<i>Title:</i> ELECTRODE CONNECTOR SYSTEM					

Attorney(s): MJB
Client Ref:
Agent Ref:

08227.009/ 2	ORD	08/545981 20-Oct-1995		Granted	Boston
08227.122 US2			5813404 29-Sep-1998	20-Oct-2015	
<i>Client Name:</i> Aspect Medical Systems, Inc.					
<i>Agent Name:</i> Wilmer Cutler Pickering Hale and Dorr LLP					
<i>Owner Name:</i> Aspect Medical Systems, Inc.					
<i>Title:</i> ELECTRODE CONNECTOR SYSTEM					

Attorney(s): MJB
Client Ref:
Agent Ref:

08227.010/ 1	ORD	08/730638 11-Oct-1996		Granted	Boston
08227.122 US1			6032064 29-Feb-2000	11-Oct-2016	
<i>Client Name:</i> Aspect Medical Systems, Inc.					
<i>Agent Name:</i> Wilmer Cutler Pickering Hale and Dorr LLP					
<i>Owner Name:</i> Aspect Medical Systems, Inc.					
<i>Title:</i> ELECTRODE ARRAY SYSTEM FOR MEASURING ELECTROPHYSIOLOGICAL SIGNALS					

Attorney(s): MJB
Client Ref:
Agent Ref: