

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Pnavel Systems LLC	12/26/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Tyco Healthcare Group LP
<b>Street Address:</b>	60 Middletown Avenue
<b>City:</b>	North Haven
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06473
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12550595
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(203)492-8232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	203-492-5000
<b>Email:</b>	sue.rickard@covidien.com
<b>Correspondent Name:</b>	Tyco Healthcare Group LP
<b>Address Line 1:</b>	60 Middletown Avenue
<b>Address Line 4:</b>	North Haven, CONNECTICUT 06473
<b>ATTORNEY DOCKET NUMBER:</b>	H-US-01908 (1750-7)
<b>NAME OF SUBMITTER:</b>	Thomas C. Hughes
<b>Total Attachments: 3</b> source=HUS01908PnavelLLCTyco#page1.tif source=HUS01908PnavelLLCTyco#page2.tif source=HUS01908PnavelLLCTyco#page3.tif	

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**PATENT**  
**REEL: 024051 FRAME: 0522**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of December 26, 2008, is made between PnaveL Systems LLC, a Delaware Limited liability company ("Assignor"), and Tyco Healthcare Group, LP, a Delaware limited partnership and the sole member of Assignor ("Assignee").

WHEREAS, Assignee is the sole member, and owner of all the outstanding limited liability company interests, of Assignor; and

WHEREAS, by Action By Written Consent of Assignee dated as of December 26, 2008, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved (i) the dissolution of Assignor in accordance with the Company's limited liability company agreement and Section 18-801 of the Delaware Limited Liability Company Act (the "Act"), (ii) the winding up of the Assignor's affairs and the distribution of its assets in accordance with Sections 18-803 and 18-804 of the Act and the resolutions set forth in the Sole member Consent and (iii) in connection with and to effectuate such distribution of the Company's assets, the terms and conditions of this Agreement whereby Assignor is assigning to Assignee all of the assets of Assignor and Assignee is assuming all of the liabilities of Assignor;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Whereas, Assignor owns all right, title and interest in and to and is the sole exclusive owner of the Patents and Patent Applications listed on Schedule A, attached hereto and incorporated herein (collectively the "IP");

Whereas, pursuant to the Agreement, Assignor desires to assign and transfer to Assignee, and the successors, assigns and legal representatives of the Assignee, the entire right, title and interest, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements to the IP, and Assignee is desirous of acquiring the same.

Now, therefore, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the IP and any legal equivalent thereof in a foreign country, including any applications, continuations, continuations-in-part, divisions, renewals, reissues and extensions thereof. Assignor does further consent to the recordation of this Assignment by Assignee with the United States Commissioner of Patents or any similar foreign governmental agency.

2. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title and interest in all of the assets, properties and rights of Assignor and agrees to assume, pay, perform and discharge and indemnify and hold Assignor harmless against all debts, obligations and liabilities, contracts and obligations of every kind, character or description of Assignor, whether known or unknown, accrued, absolute, contingent or otherwise (the "Assumed Liabilities").

3. Effective Time. The assignment by Assignor to Assignee of all the assets, properties and rights of Assignor and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

ASSIGNOR:

PNAVEL SYSTEMS LLC

By: TYCO HEALTHCARE GROUP LP, its sole Member

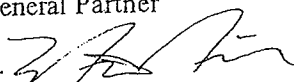
By: COVIDIEN INC.,  
Its sole General Partner

By:   
Name: Matthew J. Nicolella  
Title: Vice President and Assistant Secretary

ASSIGNEE:

TYCO HEALTHCARE GROUP LP

By: COVIDIEN INC.,  
Its sole General Partner

By:   
Name: Matthew J. Nicolella  
Title: Vice President and Assistant Secretary

Schedule A

<u>Serial #</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent #</u>
60/100,823	US	15-Sep-1998	
61/191,733	US	11-Sep-2008	
60/920,935	US	30-Mar-2007	
61/191,734	US	11-Sep-2008	
09/397,630	US	15-Sep-1999	6,454,783
10/253,244	US	24-Sep-2002	7,344,547
10/668,542	US	23-Sept-2003	
10/895,546	US	14-Jul-2004	
11/904,263	US	26-Sep-2007	
12/079,599	US	27-Mar-2008	
12/221,865	US	07-Aug-2008	
12/221,910	US	07-Aug-2008	
12/221,912	US	07-Aug-2008	
12/221,998	US	08-Aug-2008	
12/228,028	US	08-Aug-2008	
12/228,438	US	13-Aug-2008	
12/228,445	US	13-Aug-2008	