

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Power Medical Interventions, LLC.	09/24/2010
RECEIVING PARTY DATA	
Name:	Tyco Healthcare Group LP
Street Address:	555 Long Wharf Drive
Internal Address:	MailStop 8 N-1
City:	New Haven
State/Country:	CONNECTICUT
Postal Code:	06511
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6505768
CORRESPONDENCE DATA	
Fax Number:	(203)821-2183
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-492-5000
Email:	sue.rickard@covidien.com
Correspondent Name:	Tyco Healthcare Group LP d/b/a Covidien
Address Line 1:	555 Long Wharf Drive
Address Line 2:	MailStop 8 N-1
Address Line 4:	New Haven, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	H-PM-00005CON
NAME OF SUBMITTER:	Thomas C. Hughes
Total Attachments: 2 source=PMItoTYCO#page1.tif source=PMItoTYCO#page2.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of September 24, 2010, is made between Power Medical Interventions, 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 of the outstanding limited liability company interests, of Assignor; and

WHEREAS, by Action By Written Consent of Assignee dated as of September 24, 2010, 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. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title, and interest in and to all of the assets, properties and rights of Assignor.
2. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's right, title, and interest in and to 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 of the assets, properties and rights of Assignor and the acceptance and assumption 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.

[SIGNATURE PAGE FOLLOWS]


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:

POWER MEDICAL INTERVENTIONS, LLC

By: TYCO HEALTHCARE GROUP LP, its sole Member

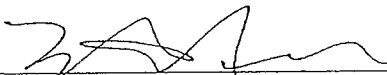
By: COVIDIEN INC.,
its sole General Partner

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

[Signature Page to Assignment and Assumption Agreement]

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RECORDED: 04/26/2011

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REEL: 026182 FRAME: 0327