

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3108602

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEW WAVE SURGICAL, LLC	06/28/2014
RECEIVING PARTY DATA		
Name:	COVIDIEN LP	
Street Address:	15 HAMPSHIRE STREET	
City:	MANSFIELD	
State/Country:	MASSACHUSETTS	
Postal Code:	02048	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8185997
CORRESPONDENCE DATA		
Fax Number:	(860)527-0464	
<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>		
Phone:	860-549-5290	
Email:	dudek@ip-lawyers.com	
Correspondent Name:	MARINA F. CUNNINGHAM, MCCORMICK, PAULD	
Address Line 1:	185 ASYLUM STREET, CITYPLACE II, 18TH	
Address Line 2:	8383-0009	
Address Line 4:	HARTFORD, CONNECTICUT 06103-3410	
ATTORNEY DOCKET NUMBER:	8383-0009	
NAME OF SUBMITTER:	MARINA F. CUNNINGHAM	
SIGNATURE:	/MARINA F. CUNNINGHAM/	
DATE SIGNED:	11/14/2014	
Total Attachments: 2		
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 28, 2014, is made between New Wave Surgical, LLC, a Delaware limited liability company ("Assignor") and Covidien 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 June 28, 2014, as the sole member of Assignor (the "Sole Member Consent"), Assignee authorized and approved (i) the distribution of Assignor's assets in accordance with Sections 18-504 of the Delaware Limited Liability Company Act, Section 5.2 of the Limited Liability Company Agreement of Assignor dated as of June 26, 2014 and the resolutions set forth in the Sole Member Consent and (ii) in connection with and to effectuate such distribution of the Assignor'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, 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.
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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:

NEW WAVE SURGICAL, LLC

By: COVIDIEN LP,
its sole Member

By: COVIDIEN HOLDING INC.,
its sole General Partner

By: 

Name: John W. Kapples
Title: Vice President and Secretary

ASSIGNEE:

COVIDIEN LP

By: COVIDIEN HOLDING 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: 11/14/2014

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