503708557 02/25/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3755198

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY D	ΑΤΑ				
		Name	Execution Date		
ELOCE ENGINEERING	G LLC		01/21/2016		
RECEIVING PARTY DA	ТА				
Name:	COVIDIE	COVIDIEN LP			
Street Address:	15 HAMPSHIRE STREET				
ity:	MANSFIELD				
State/Country:	MASSACHUSETTS				
Postal Code:	02048				
PROPERTY NUMBERS	Total: 1				
Property Type		Number			
Application Number:	1	5052952			
CORRESPONDENCE D					
Fax Number: <i>Correspondence will be using a fax number, if µ</i> Phone: Email:	(2 e sent to t provided; 2 S	203)821-2183 <i>the e-mail address first; if that is unsuc</i> <i>if that is unsuccessful, it will be sent v</i> 03-492-5000 SurgicalUS@covidien.com			
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ASSIGNMENT

WHEREAS, VELOCE ENGINEERING, LLC., having its registered office at 1 Jacks Hill Road, Unit 1E, Oxford CT 06478, and its representatives and affiliates, currently conducts business involving the design of medical and surgical products (hereinafter referred to as "Assignor");

WHEREAS, <u>COVIDIEN LP</u>, 15 Hampshire St., Mansfield, MA, 02038, a limited partnership organized under the laws of the State of Delaware, currently conducts business involving the research, design, manufacture and sale of medical and surgical products (hereinafter referred to as "Assignee");

WHEREAS Assignor and Assignee entered into Service Agreements, Development Agreements and/or Consulting Agreements, and any and all amendments thereto, for the purposes of developing certain medical device technology, including a Master Services Agreement entered into on July 11, 2014 (collectively, the "Development Agreements");

WHEREAS the Development Agreements transferred and assigned, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, all right, title and interest in any and all intellectual property, trade secrets and knowledge, including but not limited to methods, ideas, apparatuses, compositions, drawings, abstracts, specifications, inventions, written material, audiovisual material, formulas, data, computer software and rights related thereto, including but not limited to copyrights, trademarks, patents, patent applications, trade secrets, and other properties developed by Assignor or Assignee under the Development Agreements either jointly or individually ("Intellectual Property");

WHEREAS, Assignor hereby acknowledges, by virtue of the Development Agreements, Assignor transferred to Assignee all right, title and interest in and to the inventions and applications (including any continuations, continuations-in-part, divisionals, RCE's or other parent or child applications or inventions) and to all foreign counterparts thereof (including patent, utility model and industrial designs), as listed on the attached *Schedule A*, and in and to any Letters Patent and Registrations which may hereafter be granted on any patent applications claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the applications as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof;

WHEREAS Assignor desires to ensure to that to the extent any of Assignor's right, title and interest in the foregoing Intellectual Property, including the patents and applications listed on the attached *Schedule A*, are deemed not transferred from Assignor to Assignee, that any such past, present and future rights, title and interest in the foregoing Intellectual Property be presently assigned to Assignee.

[CONTINUED ON NEXT PAGE]

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNOR: Veloce Engineering LLC.

Hereby sells, assigns and transfers to

ASSIGNEE: Covidien LP

And the successors, assigns and legal representatives of the ASSIGNEE any and all rights, title and interest ASSIGNOR may have, if any, 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, the Intellectual Property, including the inventions and applications (including any continuations-in-part, divisionals, RCE's or other parent or child applications or inventions) and to all foreign counterparts thereof (including patent, utility model and industrial designs), as listed on the attached *Schedule A*, and in and to any Letters Patent and Registrations which may hereafter be granted on any patent applications claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the applications as provided by the Paris Convention.

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PATENT REEL: 037824 FRAME: 0620

IN TESTIMONY WHEREOF, Assignor has signed his name on the date indicated.

Assignor and Assignee agree that this Assignment may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

VELOCE ENGINEERING LLC

RAL

Printed Name: ROBERT PEDROS Title: OWNER

Dated: 01/21/16

COVIDIEN LP

Printed Name: <u>Aryn Wadadli</u> Title: Assistant Secretary

WITNESS Printed Name: HANSPICIA BACKER

Dated: 1/21/16

Dated: January, 22, 2016

WITNESS

alyne)

Printed Name: <u>Carolynn Knight</u> Dated: <u>January</u> 22, 2016

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SCHEDULE A

Patents and Patent Applications

Docket Number	Application No. Filing Date	Application No.	Title
H-US- 03505.USU1(203- 10126	February 25, 2016	15/052,952	CONNECTING END EFFECTORS TO SURGICAL DEVICES
H-US-03505PRO(203- 10126)	March 17, 2015	62/134,107	CONNECTING END EFFECTORS TO SURGICAL DEVICES
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RECORDED: 02/25/2016