

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3908910

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GI HOLDING LLC	06/28/2014
RECEIVING PARTY DATA		
Name:	GIVEN IMAGING, LLC	
Street Address:	5860 UPLANDER WAY	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90230	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10961981
CORRESPONDENCE DATA		
Fax Number:	(646)878-0801	
<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:	646-878-0800	
Email:	USPTO@pearlcohen.com	
Correspondent Name:	PEARL COHEN ZEDEK LATZER BARATZ LLP	
Address Line 1:	1500 BROADWAY	
Address Line 2:	12TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	P-79620-US	
NAME OF SUBMITTER:	MAI ABDELAL	
SIGNATURE:	/M.A/	
DATE SIGNED:	06/07/2016	
Total Attachments: 2		
source=(x) GI Holding LLC to Given LLC- Assignment and Assumption Agr#page1.tif		
source=(x) GI Holding LLC to Given LLC- Assignment and Assumption Agr#page2.tif		

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 28, 2014, is made between GI Holding LLC, a Delaware limited liability company ("Assignor") and Given Imaging, LLC, a Delaware limited liability company 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 dissolution of Assignor in accordance with 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 Assignor's 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 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.
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:

GI HOLDING LLC

By: GIVEN IMAGING, LLC,
its sole Member

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:

GIVEN IMAGING, LLC

By: COVIDIEN LP,
its sole Member

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]