

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valleylab Holding Corporation		03/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tyco Healthcare Group LP		
Street Address:	15 Hampshire Street		
City:	Mansfield		
State/Country:	MASSACHUSETTS		
Postal Code:	02048		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77281324	SPIRALFUSE	
CORRESPONDENCE DATA			
Fax Number:	(631)501-3526		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6315015700		
Email:	ldavis@cdfslaw.com		
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP		
Address Line 1:	445 Broad Hollow Rd.		
Address Line 2:	Suite 420		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	1502-476		
NAME OF SUBMITTER:	Pina M. Campagna		
Signature:	/pina m. campagna/		
Date:	05/27/2010		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), having an Effective Date of March 27, 2009 (the "Effective Date"), is made between Valleylab Holding Corporation, a Delaware corporation, having a principal place of business at 5920 Longbow Drive, Boulder, Colorado 80301 ("Assignor"), and Tyco Healthcare Group LP, a Delaware limited partnership, having a principal place of business at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Assignee");

WHEREAS, Assignor owns forty nine percent (49%) of the entire right, title and interest in and to U.S. Trademark Serial No. 77/281324 and any registration resulting therefrom from the registration for the mark SPIRALFUSE (hereinafter "the Mark") for the goods "Infusion Catheters" in International Class 010, including any international rights thereto.

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. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Agreement" is defined in the introductory paragraph.

"Effective Date" is defined in the introductory paragraph.

"Mark" is defined above and includes any other intangible rights of attribution or association recognized in any jurisdiction anywhere in the world.

2. Assignment. WHEREAS, Assignor hereby conveys and assigns to Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, 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 Mark.

3. Representations and Warranties. WHEREAS, Assignor represents and warrants that:

(i) Assignor owns forty nine percent (49%) of the entire right, title and interest in and to the Mark;

(ii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Mark to any other person or entity;

(iii) there are no liens or security interests against the Mark;

(iv) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(v) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.

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 its entire forty nine percent (49%) right, title, interest in and to the Mark in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Mark (including, without limitation, the right to renew any registrations included in the Mark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Mark, and any priority right that may arise from the Mark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the application for registration to Assignee as assignee of Assignor's entire forty nine percent (49%) right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire forty nine percent (49%) ownership of the Mark.

4. Acceptance and Assumption. Assignee hereby accepts such sale, transfer, conveyance, assignment and delivery of Assignor's entire forty nine percent (49%) right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark 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").

5. Effective Time. The assignment by Assignor to Assignee of its entire forty nine percent (49%) right, title, and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the acceptance of the Assumed Liabilities by Assignee, all pursuant to this Agreement, shall be effective as of the date hereof.

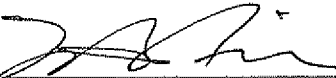
6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

7. 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:

Valleylab Holding Corporation

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