

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640166

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900604435		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmacia & Upjohn Company LLC		05/15/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UPJOHN US 2 LLC		
Street Address:	235 East 42nd Street,		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2865357	INSPRA	
Registration Number:	1137561	XANAX	
Registration Number:	5031668	XANAX XR	
CORRESPONDENCE DATA			
Fax Number:	7037392815		
<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>			
Email:	iprecordals@cpaglobal.com		
Correspondent Name:	CPA GLOBAL LIMITED		
Address Line 1:	LIBERATION HOUSE		
Address Line 2:	CASTLE STREET		
Address Line 4:	ST HELIER, JERSEY JEI IBL		
NAME OF SUBMITTER:	Helen Birrell		
SIGNATURE:	/IPR/RZ/PFIZERNEO202008PHARM-UJ2resubAG/		
DATE SIGNED:	04/19/2021		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of May 15, 2020 ("Effective Date") by and between Pharmacia & Upjohn Company LLC, a limited liability company organized under the laws of the state of Delaware, whose main office is located at 7000 Portage Road, Kalamazoo, MI 49001 U.S.A. ("Assignor") and Upjohn US 2 LLC, a limited liability company organized under the laws of the state of Delaware, whose main office is located at 235 East 42nd Street, New York, N.Y. 10017 U.S.A. ("Assignee"); Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee are parties to that certain Business Transfer Agreement dated as of April 29, 2019 (the "Business Transfer Agreement"), pursuant to which Assignor has transferred all of its right, title and interest with respect to the Transferred Assets (as such term is defined in the Business Transfer Agreement);

WHEREAS, in connection with the Business Transfer Agreement, Assignor and Assignee entered into that certain Trademark License Agreement, dated April 29, 2019 (the "Trademark License") pursuant to which Assignor granted to Assignee an exclusive, perpetual, royalty-free license under those trademark applications and registrations owned by Assignor and associated in commerce exclusively with the business of researching, developing, importing, manufacturing, marketing, distributing, leasing and/or selling the products that form part of the Upjohn business unit including, but not limited to, the trademark applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof whether registered or unregistered including trademark get-ups, logos, designs and labels, together with the associated goodwill and all common law and related rights thereto in all jurisdictions of the world where Assignor has rights (collectively, the "Assigned Marks");

WHEREAS, in connection with the Business Transfer Agreement and the Trademark License, the Parties intended that (i) Assignor would later assign the Assigned Marks to Assignee at a time to be determined by the Parties and (ii) upon such assignment, the Trademark License would automatically terminate; and

WHEREAS, pursuant to Section 2.8 of the Business Transfer Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in the Business Transfer Agreement and this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee its entire right, title and interest in, to and under the Assigned Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, now or

hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby further agrees to execute, or to cause to have executed, any confirmatory assignment of Assigned Marks and any other documents that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, Assignee's successors, assigns or other legal representatives, in order to transfer to the Assignee the ownership of the Assigned Marks in individual countries and to effectuate the purposes of this Assignment, including, but not limited to, distributing copies of the completed registrar transfer documents to the Assignee, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

3. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Marks.

4. The Parties hereby acknowledge and agree that the Trademark License shall be deemed terminated as of the Effective Date.

5. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Business Transfer Agreement or any other agreement entered into by the Parties or any of their affiliates.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

8. Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.

9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

10. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law rules. With respect to any suit, action or proceeding relating to this Agreement, each party hereto irrevocably agrees and consents to be subject to the jurisdiction of the State of New York.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Pharmacia & Upjohn Company LLC



Name: John A. Wichtowski

Title: Attorney in Fact

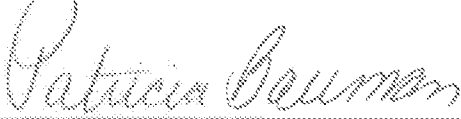
Upjohn US 2 LLC



Name: Lisa A. Samuels

Title: Attorney in Fact

WITNESSED AS TO BOTH BY:



Name: Patricia Bauman

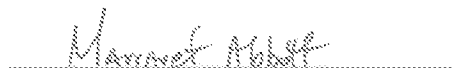
Nationality: American

Title: Senior Director Patents

Commercial address:

Eastern Point Rd., Groton, CT. 06340

WITNESSED AS TO BOTH BY:



Name: Margaret Abbott

Nationality: American

Title: Patent Administrative Lead

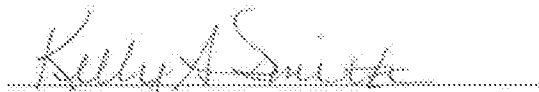
Commercial address:

Eastern Point Rd., Groton, CT. 06340

STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

On this the 27th day of May 2020, before me, Kelly A. Smith, the undersigned officer, personally appeared John A. Wichtowski, who acknowledged himself to be the Attorney-in-Fact of Pharmacia & Upjohn Company LLC, a limited liability company, and that he as such Attorney-in-Fact being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Kelly A. Smith

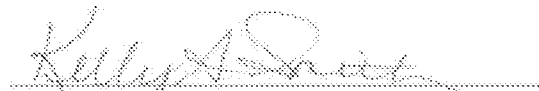
Notary Public

My Commission Expires: February 28, 2023

STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

On this the 27th day of May 2020, before me, Kelly A. Smith, the undersigned officer, personally appeared Lisa A. Samuels, who acknowledged herself to be the Attorney-in-Fact of Upjohn US 2 LLC, a limited liability company, and that she as such Attorney-in-Fact being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Kelly A. Smith

Notary Public

My Commission Expires: February 28, 2023

Schedule A

Trademark	Application Number	Registration Number	Country
XANAX	120481	81488	Algeria
XAL-EASE	10924	10924	Angola
XANAX	4518	2809	Angola
XANAX	20051370	10987	Armenia
XAL-EASE	IM-020416.18	22000	Aruba
XANAX	IM-05021830	25473	Aruba
XAL-EASE	908254	908254	Australia
XAL-EASE	2002/0150	20030559	Azerbaijan
XAL-EASE	24769	24769	Bahamas
XANAX	n/a	9213	Bahamas
XAL-EASE	31314	31314	Bahrain
XANAX	5290	13114	Bahrain
XAL-EASE	74940	74940	Bangladesh
XANAX	n/a	14409	Bangladesh
XANAX	n/a	81/4565	Barbados
XAL-EASE	20020711	19589	Belarus
XANAX IN CYRILLIC	249873	5545	Belarus
XANAX	625654	353963	Benelux
AMSARA	SM-5388-2000	118054-C	Bolivia
XAL-EASE	BAZ025941A	BAZ025941	Bosnia-Herzegovina
XANAX	BAZ972382A	BAZ972382	Bosnia-Herzegovina
XAL-EASE	BW/M/02/00223	BW/M/02/00223	Botswana
XAL-EASE	824590767	824590767	Brazil
ETURION	45652	45652	Brunei
XAL-EASE	34662	34662	Brunei
XAL-EASE IN CYRILLIC LETTERS	94186	65098	Bulgaria
JOINT ADVENTURES	1295658	691060	Canada
XAL-EASE	1136526	TMA638305	Canada
XANAX	427800	TMA249553	Canada
XANAX TS	717227	TMA435135	Canada
XAL-EASE	1015848	641410	Chile
AMSARA	2001015625	1728478	China P.R.
XAL-EASE	3157820	3157820	China P.R.
XAL-EASE	3096-2002	137049	Croata Rica
XANAX	2009-0005898	195986	Costa Rica
XAL-EASE	Z20020426A	Z20020426	Croatie
XAL-EASE	VD-120337	08717	Curacao
XANAX	VD-800283	09510	Curacao
XAL-EASE	NP/147/RDC/2002	90032002	Democratic Rep of Congo
XANAX	n/a	5585/78	Democratic Rep of Congo
XAL-EASE	99217796	128052	Dominican Republic
AMSARA	110028		Ecuador
XAL-EASE	89351	1547	Ecuador
XANAX	n/a	1628-81	Ecuador

Trademark	Application Number	Registration Number	Country
XAL-EASE	150895	150895	Egypt
XANAX	54847	54847	Egypt
XAL-EASE	E-25045-2002	72/184	El Salvador
XANAX	6821	9924	Estonia
DICARTIL	CTM002880807	CTM002880807	European Union Trademark
KUDEQ	CTM009558388	CTM009558388	European Union Trademark
KUDEQ	CTM001909795	CTM001909795	European Union Trademark
SYRIBREX	CTM010087955	CTM010087955	European Union Trademark
SYRIBREX	CTM002058147	CTM002058147	European Union Trademark
TOCANA	CTM002553410	CTM002553410	European Union Trademark
TOCARA	CTM002553329	CTM002553329	European Union Trademark
XADREN	CTM002882413	CTM002882413	European Union Trademark
XADROS	CTM002878262	CTM002878262	European Union Trademark
XAL-EASE	CTM002585537	CTM002585537	European Union Trademark
XANAX	n/a	12051	Fiji
XANOR	T198202170	88349	Finland
XANAX	n/a	1474118	France
XAL-EASE	383/11/2002	GM/M/2002/9661	Gambia
XAL-EASE	AM2002016740	M15204	Georgia
XANAX	510603	M 3098	Georgia
TAFIL	U2465/5WZ	842358	Germany
XANAX	W54804	DD642576	Germany
XANAX	395451302	395451302	Germany
XAL-EASE	32466	32466	Ghana
ACLAREX	140569	140569	Greece
SYRIBREX	145990	145990	Greece
XANAX	79593	79593	Greece
TAFIL	R16142001	65090	Guatemala
XAL-EASE	30752062	120595	Guatemala
XAL-EASE	19149A	19149A	Guyana
XAL-EASE	200204892	200213936	Hong Kong
DICARTIL	M1100306	204318	Hungary
TAFIL	242/86	V0014509	Iceland
XAL-EASE	1287/2002	584/2002	Iceland
XAL-EASE	1098038	1098038	India
XAL-EASE	R002012001931	536589	Indonesia
XANAX	R002008006555	IDM000206325	Indonesia
XANAX	7508276	74843	Iran
AMSARA	142983	142983	Israel
XAL-EASE	156867	156867	Israel
XANAX	RM2008C002979	362018000043205	Italy
XAL-EASE	42427	42427	Jamaica
PATIENT PARTNERS	2001-037134	4565704	Japan
PATIENT PARTNERS AND DEVICE	2003090347	4801551	Japan
PATIENT PARTNERS IN KATAKANA	2001-102052	4613670	Japan

Trademark	Application Number	Registration Number	Country
PATIENT PARTNERS IN KATAKANA	2001-102051	4613669	Japan
XAL-EASE	2002-32953	4621793	Japan
XAL-EASE	66155	66155	Jordan
XANAX	n/a	16366	Jordan
XAL-EASE	20312	15690	Kazakhstan
XAL EASE	52789	52789	Kenya
XAL-EASE	2002-0020227	666671	Korea South
XAL-EASE in Korean characters	40-2015-63998	401170955	Korea South
XAL-EASE	4647	7223	Kosovo
XANAX	4646	2295	Kosovo
DETRUSITOL	36616	32873	Kuwait
XAL-EASE	69162	60065	Kuwait
XAL-EASE	4620	6599	Kyrgyzstan
XANAX	M-06-178	m57515	Latvia
ETURION	n/a	163411	Lebanon
XAL-EASE	n/a	171760	Lebanon
XANAX	119534	119534	Lebanon
XAL-EASE	LS/M/02/00138	LS/M/02/00138	Lesotho
ETURION	n/a	LRM200000164	Liberia
XAL-EASE	NONE	LR/M/2002/00053	Liberia
XANAX	n/a	71193/1160	Liberia
DETRUSITOL	9955		Libya
XALACOM	10765		Libya
XALATAN	9949		Libya
XANAX	9962		Libya
XAL-EASE	NONE	12541	Liechtenstein
XAL-EASE	N/009616	N/009616	Macao
XAL-EASE IN CHINESE CHARACTERS	N/14334		Macao
XAL-EASE IN CHINESE CHARACTERS	N/14333		Macao
XANAX	n/a	P3135	Macao
XAL-EASE	TM-2002/336	11388	Macedonia
XANAX	TM-2006/479	13667	Macedonia
XANAX	95/00292-D	1037	Madagascar
XAL-EASE	2002/213	213/2002	Malawi
ETURION	2000/16646	16646	Malaysia
XAL-EASE	2002/05641	2002/05641	Malaysia
XANAX	2011020649	2011020649	Malaysia
XANAX	m/079699	M/079699	Malaysia
XAL-EASE	n/a	A52/298	Mauritius
XANAX	n/a	A20/312	Mauritius
TAFIL	219543	296946	Mexico
XAL-EASE	642631	753175	Mexico
XAL-EASE	11295	9677	Moldova
XANAX	3684	R2608	Moldova
XAL-EASE	Z-2002-542	02423PP	Montenegro

Trademark	Application Number	Registration Number	Country
XANAX	Z-2005-1733	02390PP	Montenegro
AMSARA	n/a	75233	Morocco
ETURION	n/a	75235	Morocco
XAL-EASE	81628		Morocco
XAL-EASE	6098/2002	6098/2002	Mozambique
XAL-EASE	02/0474	02/0474	Namibia
XANOR	84/1319	84/1319	Namibia
XAL-EASE	655200	655200	New Zealand
XAL-EASE	2002-01201	55733LM	Nicaragua
XANAX	2009-001741	2010090934LM	Nicaragua
AMSARA	TP46948/2000	60058	Nigeria
XAL-EASE	TP64864027		Nigeria
KUDEQ	201012602	280845	Norway
XAL-EASE	200203206	218192	Norway
XAL-EASE	3200200603	48855	O.A.P.I.
XANAX	30220081128	18625	O.A.P.I.
XAL-EASE	27620	27620	Oman
AMSARA	166749	166749	Pakistan
XAL-EASE	120585/01	120585/01	Panama
XANAX	182448	182448	Panama
XAL-EASE	A64278	A64278	Papua New Guinea
AMSARA	31572	240271	Paraguay
XAL-EASE	31952	386566	Paraguay
XAL-EASE	489892	81966	Peru
XANAX	n/a	28672	Peru
XANAX	n/a	R-56738	Poland
XAL-EASE	27275	27275	Qatar
XAL-EASE	19397	16361	Republic of Yemen
XAL-EASE	M2002/02642	52294	Romania
XAL-EASE	2002707710	252893	Russian Federation
XANAX	n/a	63779	Russian Federation
XANAX IN CYRILLIC	94018792	132779	Russian Federation
XAL-EASE	78141	791/98	Saudi Arabia
XANAX	n/a	139900285	Saudi Arabia
XAL-EASE	Z-542/02	47728	Serbia
XANAX	Z-1733/06	52209	Serbia
XAL-EASE	175/2002	6364	Seychelles Island
XAL-EASE	17092	17092	Sierra Leone
XANAX	n/a	10841	Sierra Leone
ETURION	266114	T00/19102A	Singapore
XAL-EASE	T02/05874D	T02/05874D	Singapore
XANAX	VD-800283	8074	Sint Maarten
XAL-EASE	2002/05987	2002/05987	South Africa
XAL-EASE	107693	107693	Sri Lanka
XANAX	17523	17623	Sudan
XANOR	1652	191935	Sweden
XAL-EASE	03612/2002	499805	Switzerland

Trademark	Application Number	Registration Number	Country
XANAX	4015	295902	Switzerland
XAL-EASE	91-018140	1043684	Taiwan
XAL-EASE	484932	KOR177757	Thailand
XAL-EASE	35118	35118	Trinidad & Tobago
XANAX	n/a	10894	Trinidad & Tobago
XAL-EASE	EE020608	EE020508	Tunisia
XANAX	EE930928	EE080976	Tunisia
XAL-EASE	200211565	200211565	Turkey
XANAX	67019/87	101635	Turkey
XAL-EASE	24888	24888	Uganda
XAL-EASE	2002042805	40605	Ukraine
XANAX	1465	1465	Ukraine
XANAX IN CYRILLIC	94041498/T	11315	Ukraine
XANAX RETARD	2005/00805	69874	Ukraine
XANAX RETARD IN CYRILLIC CHARACTERS	2005/00856	69875	Ukraine
XAL-EASE	47004	36953	United Arab Emirates
INSPIRA	75/861567	2885357	United States
XANAX	73/172914	1137561	United States
XANAX XR	86885064	5031666	United States
XAL-EASE	440225	440225	Uruguay
XAL-EASE	MGU20020280	MGU 11893	Uzbekistan
XANAX	2405	1292	Uzbekistan
XAL-EASE	8653-2002	P247599	Venezuela
XAL-EASE	4-2002-02380	49583	Vietnam
XAL-EASE	NONE	276/2002	Zambia
XAL-EASE	167/2000	99/2002	Zanzibar
XAL-EASE	411/2002	411/2002	Zimbabwe
XANAX	n/a	482/78	Zimbabwe

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NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmacia & Upjohn Company LLC		05/15/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UPJOHN US 2 LLC		
Street Address:	235 East 42nd Street,		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2865357	INSPRA	
Registration Number:	1137561	XANAX	
Registration Number:	5031668	XANAX XR	

CORRESPONDENCE DATA

Fax Number: 7037392815
Email: iprecordals@cpaglobal.com
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.
Correspondent Name: CPA GLOBAL LIMITED
Address Line 1: LIBERATION HOUSE
Address Line 2: CASTLE STREET
Address Line 4: ST HELIER, JERSEY JE1 IBL

NAME OF SUBMITTER:	Heidi Whittingham
Signature:	/IPR/RZPfizeNeo2020-080-GD.SearlResub2T/
Date:	03/24/2021

Total Attachments: 11

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