

10-07-1999

Attorney Docket No.: 08946/031001



R SHEET  
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Commissioner of Patents and Tr

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original document.

1. Name of conveying party(ies):

**Novartis AG**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Switzerland
- Other \_\_\_\_\_

2. Name and address of receiving party(ies):

**MBT Holding AG**  
**Vulkanstrasse 110**  
**CH-8048 Zurich, Switzerland**

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Switzerland
- Other \_\_\_\_\_

Additional name(s) attached?  Yes  No

If the assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No

Additional names/addresses attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: **20 September 1999**

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s):  
75/199,234

B. Trademark No.(s):

Additional numbers attached?  Yes  No

5. Name/address of party to whom correspondence concerning document should be mailed:

**Andrew N. Parfomak**  
**Fish & Richardson P.C.**  
**45 Rockefeller Plaza**  
**New York, NY 10111**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40**

- Enclosed
- Authorized to charge deposit account

8. Deposit account number: **06-1050**

If the fee above is being charged to deposit account, a duplicate copy of this cover sheet is attached. Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.

**DO NOT USE THIS SPACE**

9. Statement and signature: *To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.*

**Andrew N. Parfomak**

Name of Person Signing

*Andrew N. Parfomak*

Signature

*30 Sept-1999*

Date

Total number of pages including cover sheet, attachments, and document: **2**

57920.N11

Date of Deposit

*September 30, 1999*

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-4513.

10/06/1999 MTHA11 00000330 75199234

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40.00 OP

*Cynthia M. Bann*  
Cynthia M. Bann  
TRADEMARK

REEL: 001971 FRAME: 0397

# ASSIGNMENT

WHEREAS, **NOVARTIS AG** (successors-in-title by merger to Sandoz AG), a corporation, organized and existing under the laws of Switzerland (hereinafter referred to as "Assignor"), and having a principal place of business at Schwarzwaldallee 215, CH-4058 Basel, Switzerland, is the owner of the United States Trademark Application for GLENIUM ("the Trademark"); and

WHEREAS, Assignor has intended to use the Trademark in commerce, and has filed an application now assigned Serial No. 75/199234, indicating that intention, but has not yet filed an allegation of use under §§1(c) or 1(d) of The Trademark Act; and

WHEREAS, applicant is assigning the Trademark in the above-identified application as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. §1060; and


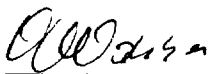
WHEREAS, **MBT HOLDING AG**, a corporation organized and existing under the laws of Switzerland (hereinafter called "Assignee"), having a principal place of business at Vulkanstrasse 110, CH-8048 Zürich, Switzerland, is desirous of acquiring all rights Assignor has or may have in the Trademark.

NOW, THEREFORE, in consideration of and in exchange for the sum of one United States dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all rights, titles and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the Trademark to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as it would have been held and enjoyed by Assignor had such Assignment not been made.

Assignor hereby authorizes and requests the duly authorized officials of the United States Patent and Trademark Office take such action as may be required to give effect to this sale, assignment and transfer made herein, including the issuance of any United States Trademark Registrations to Assignee, its successors and Assigns; and Assignor further agrees to do all things necessary to effect such sale, assignment and transfer in respect of the Trademark.

NOVARTIS AG

Basel, 20th September 1999  
Date of Signature

By    
\_\_\_\_\_  
Hans Rudolf Haus                      Annette Wanner  
Patent and Trademark Administrators