

PUMP  
2/9/00

03-20-2000



101292543

FORM PTO-1594 (Modified)  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

COVER SHEET  
ONLY

Attorney Docket No.: 9289-AFF

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Organon Inc.

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

Pharmacia & Upjohn Company  
100 Route 206 North  
Peapack, NJ 07977

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other: **Trademark Assignment and License Back**

Execution Date: October 19, 1999

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Delaware
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):  
1,851,750

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

Roberta Jacobs-Meadway  
**AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.**  
One Commerce Square  
2005 Market Street, 22nd Floor  
Philadelphia, PA 19103-7086  
Telephone: 215-965-1200  
Facsimile: 215-965-1210  
E-Mail: rjacobs-meadway@akingump.com

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**  
\_\_\_ x \$25.00 = \$  
 Authorized to be charged to deposit account

8. Deposit account number: **50-1017**

03/17/2000 DMBUYER 00000111 501017 1851750

01 FC:481 | 40.00 CH

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 any attached copy is a true copy of the original document.

ROBERTA JACOBS MEADWAY  
Name of Person

Signing Signature

2/3/00  
Date

Total number of pages including cover sheet, attachments and document: [4]

## TRADEMARK ASSIGNMENT AND LICENSE BACK

This Trademark Assignment and License Back agreement is entered into effective September 1, 1999 between Pharmacia & Upjohn Company, a corporation having an address of 100 Route 206 North, Peapack, New Jersey 07977 (Pharmacia) and Organon Inc., a corporation having an address of 375 Mount Pleasant Avenue, West Orange, New Jersey 07052 (Organon);

WHEREAS, Organon is the owner of the trademark "TIME TO TALK" for educational services; namely, conducting courses in the field of sex education and contraception, which mark is the subject of U.S. Trademark Registration No. 1851750 (the Organon mark); and

WHEREAS, Pharmacia & Upjohn is desirous of acquiring the Organon mark, and the good will associated therewith, and the registration therefor; and

WHEREAS, Organon is desirous of assigning to Pharmacia the Organon mark and the good will associated therewith and the registration therefor contingent on a license back to Organon of the right to use "TIME TO TALK" in connection with its existing courses and materials in the field of sex education and contraception;

In consideration of the foregoing, and in consideration of the undertakings set forth hereafter, the parties, intending to be legally bound, agree as follows:

1. Organon hereby assigns to Pharmacia all right, title and interest in and to the mark "TIME TO TALK", the good will associated with such mark, and U.S. Trademark Registration No. 1,851,750.
2. Within five (5) business days of the date of its receipt of the copy of this Trademark Assignment and License Back agreement executed on behalf of Organon, Inc., Pharmacia will pay to Organon the sum of \$20,000.

3. Pharmacia & Upjohn grants to Organon the license to continue its use of "TIME TO TALK" in connection with its ~~existing~~ <sup>CU</sup> courses and materials in the field of sex education and contraception. 11

4. Pharmacia acknowledges that it has reviewed the materials employed in connection with the "TIME TO TALK" program of Organon and finds the quality of such materials to be acceptable.

5. Organon commits to Pharmacia its use of the "TIME TO TALK" mark pursuant to the license granted herein will be consistent with its prior use, and that there will be no material alteration in the "TIME TO TALK" mark ~~or the materials distributed under such~~ <sup>CU</sup> ~~mark~~ without the prior written consent of Pharmacia & Upjohn. 1

6. Organon agrees to provide once a year to Pharmacia so long as it is using the mark "TIME TO TALK" pursuant to this license a copy of the materials being distributed under such mark.

7. In the event that Organon makes no use of the "TIME TO TALK" mark for three consecutive years, the license granted herein will automatically terminate.

8. This Trademark Assignment and License Back agreement constitutes the entire understanding of the parties with respect to the subject matter thereof, and may not be altered except in a writing signed by the party to be bound.

9. This Trademark Assignment and License Back agreement is binding on the parties, their successors, assigns, related companies and affiliates.

PHARMACIA & UPJOHN COMPANY

By: Don W. Schmitz

Title: VP & Secretary

Date: 11/4/99

ORGANON, INC.

By: Patrick S. Osinski

Patrick S. Osinski, Esq.

Vice President and General Counsel

Date: 10/19/99

By: Hans M. Vemer  
HANS M. VEMER, PRESIDENT

Date: 10/19/99