

RI



101336395

Attorney Docket No.: 209289.5003

*MMD 3.31.0*

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

1. Name of conveying party(ies):

SmithKline Beecham p.l.c.

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

**Pharmacia & Upjohn S.A.**  
52, Route d'Esch,  
L-1470 Luxembourg, Grand Duchy of Luxembourg

3. Nature of conveyance:

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

Execution Date: December 22, 1999

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation: Luxembourg
- 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):  
391,995

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

Jordan A. LaVine, Esquire  
**AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.**  
One Commerce Square  
2005 Market Street, 22<sup>nd</sup> Floor  
Philadelphia, PA 19103-7086  
Telephone: 215-965-1200  
Facsimile: 215-965-1210  
E-Mail: jlavine@akingump.com

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

7. Total fee (37 CFR 3.41) Cal.  $\frac{1}{0} \times \$40.00 = \$40.00$   
 $\frac{0}{0} \times \$25.00 = \$$

Authorized to be charged to deposit account \$40.00

8. Deposit account number: 50-1017

04/25/2000 TTOM11 00000126 501017 391995  
01 FC:581 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.

*Jordan A. LaVine*  
Jordan A. LaVine

Signing Signature

*3/28/00*  
Date

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



U.S.A.

THIS ASSIGNMENT is made the 30<sup>th</sup> day of December One thousand nine hundred and ninety nine BETWEEN

SmithKline Beecham p.l.c. ("the Assignor") of New Horizons Court, Brentford, Middlesex TW8 9EP, England and

Pharmacia & Upjohn S.A. ("the Assignee") of 52, Route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg

WHEREAS the Assignor is the Proprietor of the trade mark ("the Trade Mark") registered in the U.S.A. short particulars of which are set out in the Schedule hereto

AND WHEREAS the Assignor has agreed to assign to the Assignee for good and valuable consideration the Trade Mark together with the goodwill of the business represented and symbolised by the Trade Mark but without any other goodwill whatsoever

NOW THIS ASSIGNMENT WITNESSETH that for good and valuable consideration the Assignor hereby assigns, transfers and sets over unto the Assignee its successors and assigns all the right, title and interest in the U.S.A. in the Trade Mark together with the goodwill of the business represented and symbolised by the Trade Mark but without any other goodwill whatsoever TO HOLD, USE, EXERCISE and ENJOY the Trade Mark unto and by the Assignee its successors and assigns absolutely

IN WITNESS whereof this Assignment has been executed the day and year first above WRITTEN

THE SCHEDULE

<u>Trade Mark</u>	<u>Registration No.</u>
ROCCAL	391995

SmithKline Beecham p.l.c.

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DIRECTOR SECRETARY

*J. R. Beery*  
J. R. BEERY.