



02-19-2001

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Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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TRADEMARK
REEL: 002246 FRAME: 0763

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name SmithKline Beecham Corporation

Address (line 1) One Franklin Plaza

Address (line 2)

Address (line 3) Philadelphia, Pennsylvania 19101

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number 610-270-4471

Name Teresa M. Hechmer

Address (line 1) GlaxoSmithKline

Address (line 2) 709 Swedeland Road

Address (line 3) P.O. Box 1539

Address (line 4) King of Prussia, Pennsylvania 19406-0939

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u></u>	<u></u>	<u></u>	<u>2000337</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 19-2573

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Teresa M. Hechmer
Name of Person Signing

T - H
Signature

February 16, 2001
Date Signed

EL709196723US

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of December 22, 2000 between F.HOFFMANN-LA ROCHE LTD, a Swiss company, (hereinafter, "Assignor"), and SMITHKLINE BEECHAM PLC, a United Kingdom corporation, (hereinafter, "Assignee").

BACKGROUND

Assignor is the owner of the entire right, title and interest in and to the trademark, including registration, (and all renewals, modifications and extensions thereof) listed on Schedule A attached hereto (the "Trademark");

Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademark; and


Assignor makes this assignment pursuant to that certain Coreg® US Agreement, dated August 30, 2000, by and among Assignor and Assignee ("Coreg® US Agreement"), under which Assignee received rights from Assignor.

NOW THEREFORE, for good and valuable consideration stated in the Coreg® US Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

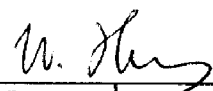
1. Assignor does hereby sell, assign, transfer and quitclaim unto SB for the rights in the SB Territory (as defined in the Coreg® US Agreement) the entire right, title and interest of Assignor in and to the Trademark together with the goodwill associated therewith.
2. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to such Trademark.
3. Except as set forth in the Coreg® US Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this assignment, and Assignee shall have no recourse against Assignor therefor.
4. If Assignee elects to record this assignment or any other document or transfer with the appropriate United States authority or registry, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

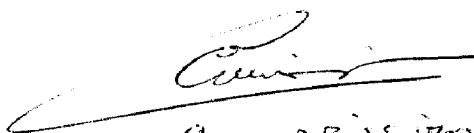
IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of December 22, 2000.

SMITHKLINE BEECHAM PLC

By: 
Name: Edward J. Butusiem
Title: Vice President

F.HOFFMANN-LA ROCHE LTD

By: 
Name: W. HENRICH
Title: Senior Vice-President


C. CARISSINO
VICE DIRECTOR

Schedule A

TRADEMARKS

Mark	Reg./Appl. Number	Reg./Appl. Date	Country
Coreg®	2000337	Sept. 10, 1996	United States