

08-28-2001



101824362

To the Honorable Commissioner of Patents &

Original documents or copy thereof.

Name of receiving party(ies):

1. Name of conveying party(ies):

SmithKline Beecham Corporation

Name: Novartis International Pharmaceutical Ltd.

18/21/01

Internal Address: c/o Novartis Pharmaceuticals Corporation

Street Address: 564 Morris Avenue

City: Summit State: NJ Zip: 07901

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

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

AUG 21 2001

Additional name(s) of conveying party(ies) attached? Yes No

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date January 2, 1997

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

A. Trademark Application No.(s) 75/761454

B. Trademark Registration No.(s) 2151363

Additional numbers attached? Yes No

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

Name: Steven H. Hartman

Internal Address: Patent and Trademark Department

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) .....\$ 465.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0430

(Attach duplicate copy of this page if paying by deposit account)

Street Address:

564 Morris Avenue

City: Summit State: NJ Zip: 07901

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.

Steven H. Hartman

Name of Person Signing

Signature

August 20, 2001

Date

Total number of pages including cover sheet, attachments, and document: 24

Handwritten notes and stamps: 08/27/2001, 01 FD:441, 02 FD:482, 40.00 CH, 425.00 CH

Schedule A

Mark	Application No.	Registration No.	Owner
CAFÉ HERPE	75138771	2151363	Smithkline Beecham Corporation
CAFÉ HERPE & DEV	75193314	2143583	Smithkline Beecham Corporation
DENAVIR	75506072		Smithkline Beecham P.L.C.
DENAVIR	75143759	2139703	Smithkline Beecham P.L.C.
DENAVIR	75194870	2139789	Smithkline Beecham P.L.C.
DENAVIR DEV. (IN COLOR)	75592139		Smithkline Beecham P.L.C.
DENAVIR DEV (IN COLOUR) (BLACK/RED)	75161089	2148325	Smithkline Beecham P.L.C.
DENAVIR PACKAGING DEV	75161091	2145438	Smithkline Beecham P.L.C.
DENAVIR PACKAGING DEV	75592141		Smithkline Beecham P.L.C.
DENAVIR PACKAGING DEV (1999 VERSION)	75761454		Smithkline Beecham P.L.C.
DENAVIR PACKAGING DEV (1999 VERSION) (IN COLOR)	75761455		Smithkline Beecham P.L.C.
DENAVIR WAVE DEV (1999 VERSION (IN COLOR)	75761456		Smithkline Beecham P.L.C.
HELP COLD SORES DISAPPEAR WITH ANTI-VIRAL DENAVIR	75773019		Smithkline Beecham P.L.C.
MAKE COLD SORES DISAPPEAR WITH ANTI-VIRAL DENAVIR	75607956		Smithkline Beecham P.L.C.
THE TINGLE IS THE SIGNAL	75609292		Smithkline Beecham P.L.C.
THE TINGLE IS THE SIGNAL THE FOR DENAVIR	75607955		Smithkline Beecham P.L.C.
VECTAVIR	75351657	2190997	Smithkline Beecham P.L.C.
FAMVIR	74368288	1882779	Smithkline Beecham P.L.C.

TRADEMARKS

DESIGNATION OF DOMESTIC REPRESENTATIVE

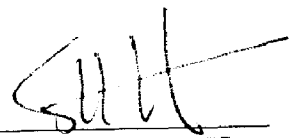
Mark: CAFÉ HERPE

Registration No.: 2,151,363

Assignee: Novartis International Pharmaceutical Ltd.

Novartis Pharmaceuticals Corporation, whose postal address is 564 Morris Avenue, Summit, New Jersey 07901-1027, is hereby designated assignee's domestic representative upon whom notice or process in proceedings affecting the mark may be served.

NOVARTIS AG

By   
Name: Steven H. Hartman  
Title: Attorney for Registrant  
Date: August 14, 2001

NOVARTIS PHARMACEUTICALS CORPORATION  
564 Morris Avenue  
Summit, NJ 07901-1027

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated as of August 6, 2001 between SMITHKLINE BEECHAM P.L.C., an English public limited company, SMITHKLINE BEECHAM CORPORATION, a Pennsylvania corporation (each, an "Assignor" and, collectively "Assignors"), and NOVARTIS INTERNATIONAL PHARMACEUTICAL LTD., a corporation organized under the laws of Bermuda ("Assignee").

- A. Assignors are the owners of the entire right, title and interest in and to the trademarks, including registrations and applications therefor, identified in Schedule A attached hereto (as defined below) (the "Product Trademarks");
- B. Assignee, an affiliate of Purchaser (as defined below) desires to acquire Assignors', and its direct or indirect subsidiaries' and affiliates', entire right, title and interest in and to the Product Trademarks; and
- C. Assignors make this assignment pursuant to that certain Asset Sale Agreement, dated August 30, 2000, by and among Assignors, Novartis Pharmaceuticals Corporation, a Delaware corporation, and Novartis Pharma AG, a stock corporation organized under the law of Switzerland (collectively the "Purchaser") and certain other parties ("the Asset Sale Agreement"), under which Purchaser purchased certain Purchased Assets (as defined therein) from Assignors.

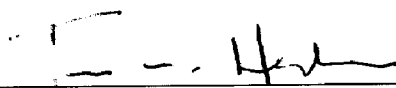
NOW, THEREFORE, for good and valuable consideration stated in the Asset Sale Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Each Assignor does hereby sell, transfer, convey and assign unto Assignee such Assignor's entire right, title and interest in and to the Product Trademarks which are owned by such Assignor in the United States together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Product Trademarks, and all convention and treaty rights based on the Product Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used fully and entirely as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Product Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

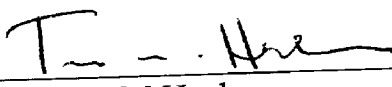
2. Except as set forth in the Asset Sale Agreement, each Assignor makes no warranty, express or implied, with respect to the Product Trademarks involved in this assignment, and Assignee shall have no recourse against Assignor therefor. Each Assignor hereby authorizes the Director of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for said Product Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for said Product Trademarks.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this TRADEMARK ASSIGNMENT effective as of December 20, 2000.

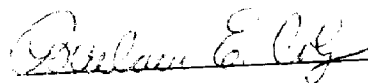
SMITHKLINE BEECHAM P.L.C.

By   
Name: Teresa M Hechmer  
Title: Authorized Signatory

SMITHKLINE BEECHAM CORPORATION

By   
Name: Teresa M Hechmer  
Title: Assistant Secretary

Sworn to me this 6<sup>th</sup> day of August, 2001

 Notary Public

