fORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0851-0011 (exp. 4/94) Copyright 1994-97 LegalStar TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

RTM-035-038

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy the 1. Name of conveying party(ies): Eli Lilly and Company Lilly Corporate Center Indianapolis, Indiana 46285 Individual(s) General Partnership City: Princeton State: NJ ZIP: 08: Additional names(s) of conveying party(ies) attached? Yes No Association General Partnership Association General Partnership Association General Partnership Limited Partnership General Partnership Association General Partnership Limited Partnership General Partnership Limited Partnership Limited Partnership City: Princeton General Partnership Association General Partnership Limited Partnership Limited Partnership Corporation-State Delaware	540	
1. Name of conveying party(ies): Eli Lilly and Company Lilly Corporate Center Indianapolis, Indiana 46285 Individual(s)	540	
Eli Lilly and Company Lilly Corporate Center Indianapolis, Indiana 46285 Internal Address: Individual(s) General Partnership Corporation-State Indiana Other Additional names(s) of conveying party(ies) attached? Association Name: Ranbaxy Pharmaceuticals Inc. Internal Address: Street Address: 600 College Road East, Suite 2100 City: Princeton Individual(s) citizenship Association General Partnership General Partnership Limited Partnership Limited Partnership Limited Partnership	540	
Individual(s)	540	
Indianapolis, Indiana 46285 Internal Address: Int	540	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation-State Indiana ☐ Other ☐ Individual(s) citizenship Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No ☐ Association ☐ Association ☐ General Partnership ☐ General Partnership ☐ Limited Partnership ☐ Limited Partnership	540	
General Partnership Limited Partnership ★ Corporation-State Indiana Individual(s) citizenship Other Individual(s) citizenship Additional names(s) of conveying party(ies) attached? Yes ▼ No Association General Partnership Image: City: Princeton State: NJ ZIP: 085 Association General Partnership Image: City: Princeton State: NJ ZIP: 085	<u>.</u>	
General Partnership Limited Partnership ★ Corporation-State Indiana Individual(s) citizenship Other Individual(s) citizenship Additional names(s) of conveying party(ies) attached? Yes ▼ No Association General Partnership Image: City: Princeton State: NJ ZIP: 085 Association General Partnership Image: City: Princeton State: NJ ZIP: 085	<u>.</u>	
Corporation-State Indiana Other	<u>.</u>	
Other Individual(s) citizenship Association General Partnership Limited Partnership		
Additional names(s) of conveying party(ies) attached?		
3. Nature of conveyance: General Partnership		
3. Nature of conveyance:		
☐ Security Agreement ☐ Change of Name ☐ Other		
Other If assignee is not domiciled in the United States, a domestic representa	tive	
designation is attached:		
Execution Date: (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? □ Yes □ No		
A DESCRIPTION OF THE PROPERTY		
4. Application number(s) or registration numbers(s):		
A. Trademark Application No.(s) B. Trademark Registration No.(s)		
161,125 431,884		
974,831		
430,202		
Additional numbers attached? Yes No		
	_	
5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and registrations involved:		
Name: <u>Jayadeep R. Deshmukh, Esq.</u> 7. Total fee (37 CFR 3.41):\$ \$115.00	7 Total foo /27 CER 2 41): \$ \$115.00	
/, dtaillee (37 CFR 3.41)		
Internal Address ☐ Enclosed	☐ Enclosed	
Authorized to be charged to deposit account		
Street Address: Ranbaxy Pharmaceuticals Inc. 8. Deposit account number:		
Salotting, 555. Administration in the salotting into		
600 College Road East, Suite 2100		
City: Princeton State: N.Y. ZID: 08540		
City: Princeton State: NJ ZIP: 08540		
DO NOT USE THIS SPACE		
9. Statement and signature		
 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 co 	עמו	
of the original document.	" "	
Jayadeep R. Deshmukh March 15, 2002		
Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: Total number of pages including cover sheet, attachments, and document.		

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made this 28th day of January, 2002 by ELI LILLY AND COMPANY (the "Assignor"), an Indiana corporation with an address of Lilly Corporate Center, Indianapolis, Indiana 46285 to RANBAXY PHARMACEUTICALS INC. (the "Assignee"), a Delaware corporation with an address of 600 College Road East, Princeton, New Jersey 08540.

WITNESSETH:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the Trademarks, as such term is defined in that certain Termination Agreement dated January 28, 2002, by and between the Assignor and the Assignee (the "Termination Agreement") and as set forth on Schedule A hereto, and any and all goodwill associated therewith (the "Trademarks");

WHEREAS, the Assignor and the Assignee have entered into a Termination Agreement pursuant to which the Assignor has the obligation to assign, transfer and convey to the Assignee all of Assignor's United States right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) to it in hand paid by the Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and conveys unto the Assignee, and its successors and assigns, all of Assignor's United States right, title and interest in and to the Trademarks, its U.S. Registration Numbers, all United States logos used in connection therewith except for the Lilly or Dista logos, all income, royalties, and payments now or hereafter due or payable in respect thereto, all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks and in and to any and all goodwill symbolized by said Trademarks and the business associated therewith.

TO HAVE AND TO HOLD by the Assignce and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

Assignor covenants and agrees that it will whenever so requested by the Assignee, execute and do all such further such documents and acts and things as may be necessary or convenient for vesting in the Assignee the full benefit of all of the rights and premises hereby assigned. Any such efforts pursuant to this provision by any Assignor employee shall be made available so long as the Assignee agrees to reimburse the employee's employer at a cost plus five percent (5%) rate.

The Commissioner of Patents and Trademarks of the United States is requested to issue the Certificate of Registration for the Trademark to the Assignee.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on behalf of Assignor on the date set forth above.

ELI LILLY AND COMPANY

Ву:

Title:

MANUFACTURING

STATE OF INDIANA)

) \$\$:

COUNTY OF MARION)

2002, Scott Canute personally came before me and acknowledged under oath, to my satisfaction, that:

this person signed, sealed and delivered the foregoing instrument as the <u>UICE President</u> of ELI LILLY AND COMPANY, an Indiana corporation; and

this document was signed and delivered by ELI LILLY AND COMPANY as its voluntary act and deed by virtue of authority from its directors.

uelin (Amonds)

JACQUELIN EDMONDS

My commission expires: MARION COUNTY.

MY COMMISSION EXPIRES!

NOVEMBER 4, 2009

(Notarial Seal)

SCHEDULE A

<u>Trademarks</u>

United States Trademark	United States Registration Number	United States Registration Date
AMYTAL	Reg. No. 161125	November 7, 1922
NALFON	Reg. No. 974831	December 18, 1973
SECONAL SODIUM	Reg. No. 430202	June 10, 1947
TUINAL	Reg. No. 431884	. August 12, 1947

- xii -

TRADEMARK REEL: 2429 FRAME: 0870