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REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Bristol-Myers Squibb Pharma Company

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 9/17/02

2. Name and address of receiving party(ies)

Name: Barr Laboratories, Inc.

Internal

Address: _____

Street Address: 2 Quaker Road

City: Pomona State: NY Zip: 10970

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,502,327

Additional number(s) attached ☐ Yes ☒ No

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

Name: Virginia R. Richard

Internal Address: Winston & Strawn

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Virginia R. Richard

Name of Person Signing

Signature

10/16/02

Date

Total number of pages including cover sheet, attachments, and document: 8

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002616 FRAME: 0463

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 17th day of September, 2002, by and between Bristol-Myers Squibb Pharma Company, a Delaware partnership ("Assignor") and Barr Laboratories, Inc., a New York corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is engaged in manufacturing, distributing, marketing and selling products under the trademark ViaSpan (the "Product"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement for the Product dated as of the 17th day of September, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Product, including right, title, and interest in and to those trade names, phone numbers; logos, common law trademarks, service marks, trademark and service mark registrations and applications, as set forth on such Schedule I annexed hereto (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee right, title and interest in and to:

- (i) the Trademarks;
- (ii) the goodwill of Assignor's business connected with the use of the Trademarks;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (iv) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Trademarks to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee (i) execute and deliver such further instruments including, without limitation, further instruments of assignment; and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks or in order to prosecute any of the pending applications included in the Trademarks.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that neither Assignor nor Assignee makes any representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above

(including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 3.8 of the Asset Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of
Trademarks for ViaSpan as of the date first written above.

BRISTOL-MYERS SQUIBB
PHARMA COMPANY

By: 
Name: Peter S. Ringrose, Ph.D.
Title: President

BARR LABORATORIES, INC.

By: _____
Name: Martin Zeiger
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Trademarks for ViaSpan as of the date first written above.

BRISTOL-MYERS SQUIBB
PHARMA COMPANY

By: _____

Name: Peter S. Ringrose, Ph.D.

Title: President

BARR LABORATORIES, INC.

By: _____

Name: Martin Zeiger

Title: Senior Vice President

SCHEDULE I

ASSIGNED TRADEMARKS

ViaSpan United States registered trademark – U.S. Registration No. 2,502,327; Serial No. 75/412,572

ViaSpan Canadian registered trademark – Canada Registration No. TMA481,097; Application No. 0778919