

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eli Lilly and Company		10/20/2003	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Ranbaxy Pharmaceuticals Inc.		
Street Address:	600 College Road East, Suite 2100		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	328662	SECONAL	
CORRESPONDENCE DATA			
Fax Number:	(609)514-9779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(609) 720- 5608		
Email:	jay.deshmukh@ranbaxy.com		
Correspondent Name:	Jayadeep R. Deshmukh, Esq.		
Address Line 1:	600 College Road East, Suite 2100		
Address Line 4:	Princeton, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	RTM-159		
NAME OF SUBMITTER:	Ranbaxy Pharmaceuticals Inc.		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made this 20th day of October, 2003 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 a certain trademark set forth on Schedule A hereto, and any and all goodwill associated therewith (the "**Trademark**");

WHEREAS, the Assignor and the Assignee have entered into a Termination Agreement dated January 24, 2002, as amended through the date hereof, (the "**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 set forth on Schedule 1(e) thereto, as amended, including, without limitation, the Trademark.

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 Trademark, its U.S. Registration Number, 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 Trademark and in and to any and all goodwill symbolized by said Trademark and the business associated therewith.

TO HAVE AND TO HOLD by the Assignee 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.

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

ELI LILLY AND COMPANY

By: Scott Cantor
Title: VICE PRESIDENT, MFG

John

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 22nd day of October, 2003, Scott Cantor personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the foregoing instrument as the Vice President of Manufacturing ELI LILLY AND COMPANY, an Indiana corporation; and

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

Notary Public: Jan J. Sprinza
My commission expires: Feb. 23, 2008

(Notarial Seal)

SCHEDULE A

Trademark

<u>United States Trademark</u>	<u>United States Registration Number</u>	<u>United States Registration Date</u>
SECONAL	Reg. No. 328662	October 1, 1935

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