

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the assignment document previously recorded on Reel 002834 Frame 242. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill as of December 1, 2003.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pfizer Ireland Pharmaceuticals		05/18/2004	Unlimited Liability Company: IRELAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Pfizer Ireland Pharmaceuticals
<b>Street Address:</b>	Pottery Road
<b>Internal Address:</b>	Dun Laoghaire Co.
<b>City:</b>	Dublin
<b>State/Country:</b>	IRELAND
<b>Entity Type:</b>	General Partnership: IRELAND

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2074561	LIPITOR

**CORRESPONDENCE DATA**

Fax Number: (202)662-4643  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (202) 662-0200  
 Email: wotrademark@fulbright.com  
 Correspondent Name: J. Paul Williamson, Esq.  
 Address Line 1: Fulbright & Jaworski L.L.P.  
 Address Line 2: 801 Pennsylvania Avenue, NW  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

**DOMESTIC REPRESENTATIVE**

Name: Pfizer Inc.  
 Address Line 1: 150 East 42nd Street

OP \$40.00 2074561

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER: J. Paul Williamson

Signature: /jpw/

Date: 03/23/2005

**Total Attachments: 22**

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## CORRECTIVE/CONFIRMATORY ASSIGNMENT

This Corrective/Confirmatory Assignment effective as of December 1, 2003 is entered into by and between Pfizer Ireland Pharmaceuticals, (now known as Pfizer Overseas Pharmaceuticals), an unlimited liability company, having its principal place of business located at Pottery Road, Dun Laoghaire Co., Dublin, (the "ASSIGNOR"), and Pfizer Ireland Pharmaceuticals, a partnership between Pfizer Ireland Pharmaceuticals (now know as Pfizer Overseas Pharmaceuticals) and C. P. Pharmaceuticals International C.V., having its principal place of business located at Pottery Road, Dun Laoghaire Co., Dublin ("ASSIGNEE").

WHEREAS, pursuant to a Trademark Assignment dated December 1, 2003, ASSIGNOR (prior to its name change to Pfizer Overseas Pharmaceuticals on January 9, 2004) assigned all of its right, title and interest in and to various marks, including the trademark LIPITOR and United States Trademark Reg. No. 2,074,561 for LIPITOR (the "Trademark") to ASSIGNEE, as successor to ASSIGNOR's entire business or that portion of the business symbolized by the Trademark or pertaining thereto. A copy of the Trademark Assignment of December 1, 2003 with that portion of Exhibit A pertinent to this Corrective/Confirmatory Assignment is attached.

NOW, THEREFORE, with acknowledgement by the parties of the receipt and exchange of valuable and sufficient consideration associated with the Trademark Assignment of December 1, 2003 and any agreements associated with such Trademark Assignment, as well as other good and valuable consideration:

Assignor and Assignee confirm that as of December 1, 2003, ASSIGNOR assigned, transferred and conveyed to ASSIGNEE all right, title and interest, in the United States, together with the goodwill of the business to which the Trademark pertains, including without

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limitation the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution or conversion, or other injury, offense, violation, breach of duty or wrong relating to the Trademark, or any license, agreement, contract or other matter relating thereto.

Assignor and Assignee further confirm that this Corrective/Confirmatory Assignment is intended to replace and correct the document executed on April 5, 2004 and recorded on April 19, 2004, at Reel 2834, Frame 0242, which inadvertently overlooked the assignment made on December 1, 2003 and misidentified the Assignor. Further, the Change of Name document executed on January 9, 2004 and recorded on April 19, 2004 at Reel 2834, Frame 0199, is not pertinent to the chain of title for the Trademark since the Change of Name for Assignor occurred after the assignment of the Trademark.

Signed this 18 day of May, 2004

Assignor, PFIZER IRELAND PHARMACEUTICALS,  
(now known as Pfizer Overseas Pharmaceuticals)

By: Terence Lambe  
Name: Terence Lambe  
Title: Director

Assignee, PFIZER IRELAND PHARMACEUTICALS, a partnership

By: Terence Lambe  
Name: Terence Lambe  
Member of the Management Committee

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### ASSIGNMENT

This Assignment is entered into, effective as of the 1<sup>st</sup> day of December, 2003, by and between.

I. **PFIZER IRELAND PHARMACEUTICALS** (in process of changing its name to Pfizer Overseas Pharmaceuticals), an unlimited liability company incorporated under the laws of Ireland, and having its registered office at Pottery Road, Dun Laoghaire, County Dublin, Republic of Ireland ("Assignor"); and

II. **PFIZER IRELAND PHARMACEUTICALS**, a partnership between (a) C.P. Pharmaceuticals International C.V., a limited partnership (*commanditaire vennootschap*) formed and established under the laws of the Netherlands and for all purposes duly represented by and acting for all purposes through its general partners Pfizer Manufacturing LLC, a limited liability company organised under the laws of the State of Delaware and having its office at 235 East 42<sup>nd</sup> Street, New York, New York 10017, USA and Pfizer Production LLC, a limited liability company organised under the laws of the State of Delaware and having its office at 235 East 42<sup>nd</sup> Street, New York, New York 10017, USA ("CPPI/CV") and (b) the Assignor (together, "Assignee").

### RECITALS

I. **WHEREAS**, the Assignor is the owner of the trademarks listed on SCHEDULE A attached hereto and has made application for registration of the trademarks listed on SCHEDULE B attached hereto;

II. **WHEREAS**, the Assignor and the partners in CPPI/CV are all wholly owned members of the Pfizer group of companies; and

III. **WHEREAS**, the Assignor wishes to transfer to the Assignee, and the Assignee wishes to acquire (i) ownership of the trademark registrations listed on SCHEDULE A and (ii) the benefit of the trademark applications listed on SCHEDULE B.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, the Assignor and the Assignee agree as follows:-

I. **Definition.** In this Assignment, the term **TRADEMARK PROPERTIES** means (i) the trademarks listed on SCHEDULE A and (ii) the benefit of the trademark applications listed on SCHEDULE B and all of the goodwill associated with such trademarks and trademark applications.

II. **Assignment.** The Assignor hereby assigns, sells, transfers and delivers to the Assignee, its successors, legal representatives and assigns, free of all encumbrances, all of the Assignor's rights, title and interest in and to the **TRADEMARK PROPERTIES**, in all countries of the world, including all statutory

and common law rights attaching thereto, all rights therein provided under international conventions and treaties, and all rights to sue for damages and all other remedies in respect of any past, present or future infringement or other adverse actions, and to retain any and all proceeds therefrom. With respect to the trademark applications which form a part of the TRADEMARK PROPERTIES, it is the intent of the Assignor and the Assignee that any trademarks maturing therefrom and any and all goodwill associated therewith shall be in the name of, and ownership shall vest in, the Assignee.

III. **Cooperation.** The Assignor and the Assignee shall cooperate at all times, from and after the effective date of this Assignment, at the reasonable discretion and expense of the Assignee, to execute any and all documents, and perform any and all other acts, which may reasonably be required, to give effect to this Assignment, and in particular to perfect the Assignee's right, title and ownership interest in the TRADEMARK PROPERTIES, and to record or register the Assignee's right, title and ownership interest in the TRADEMARK PROPERTIES in the various intellectual property offices around the world.

IV. **Binding Effect.** This Assignment shall be binding on and inure to the benefit of the Assignor and the Assignee, and the legal and personal representatives, successors and assigns of the Assignor and the Assignee.

V. **Applicable Law.** This Assignment shall be governed by the laws of the State of New York, United States of America, but without applying the choice of law rules of said State of New York; and Assignor and Assignee hereby agree to submit to the exclusive jurisdiction of the courts of said State of New York for the resolution of any disputes arising hereunder.

VI. **Amendments.** No amendment, alteration, modification or waiver of this Assignment, nor any part thereof, shall be valid or effective, unless in writing and signed by both the Assignor and the Assignee.

IN WITNESS WHEREOF, and intending to be bound, the Assignor and the Assignee have caused this Assignment to be executed.

SCHEDULE A  
(Trademarks)

**REDAGIA**



**REDACTED**

**REDACIA**

**REDAGIA**

**REDACTED**

United States	LIPITOR	2074561
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**REDACTED**

SCHEDULE B  
(Trademark Applications)

**REDACED**

**REDACTED**

**REDACTED**



**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

ON BEHALF OF ASSIGNOR

PRESENT when the common seal of  
PFIZER IRELAND PHARMACEUTICALS  
was affixed hereto

)  
) *Peter Dwyer*  
) *CIC*

ON BEHALF OF ASSIGNEE

C.P. PHARMACEUTICALS INTERNATIONAL C.V  
duly represented by and acting through its general partners

Pfizer Production LLC, in the capacity of general partner for and on behalf  
of C.P. Pharmaceuticals International C.V.

*Marguerite Sells*

By: MARGUERITE SELLS  
Title: ATTORNEY-IN-FACT

Pfizer Manufacturing LLC, in the capacity of general partner for and on behalf  
of C.P. Pharmaceuticals International C.V.

*David Reid*

By: DAVID REID  
Title: Manager

PRESENT when the common seal of  
PFIZER IRELAND PHARMACEUTICALS  
was affixed hereto

)  
) *Peter Dwyer*  
) *CIC*

**Incorrect Assignment**

**recorded at**

**Reel 2834 Frame 0242**

UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, PFIZER OVERSEAS PHARMACEUTICALS (formerly known as Pfizer Ireland Pharmaceuticals), an Ireland corporation, having its principal place of business located at Portery Road, Dun Laoghaire Co. Dublin ("Assignor"), is using and is the owner of the following trademark now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
LIPITOR	2,074,561	June 24, 1997

And WHEREAS, PFIZER IRELAND PHARMACEUTICALS (a partnership between Pfizer Overseas Pharmaceuticals and C.P. Pharmaceuticals International C.V.), a Dutch partnership, having its principal place of business located at Portery Road, Dun Laoghaire Co. Dublin ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said Trademark; and

Now, THEREFORE, for and good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor docs hereby assign, sell and transfer to Assignee, its successors and assigns, all right, title and interest in and to the Trademark and said registration in the United States and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

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Signed this 5 day of April, 2004.

Pfizer Overseas Pharmaceuticals

By: Terry Lambe  
 Name: Terence Lambe  
 Title: Member of the  
 Management Committee  
 Vice President / Area Team Leader  
 Ireland / Singapore

State of New York )  
 ) ss:  
 County of New York )

On this 5 day of April, 2004 before me personally appeared Terry Lambe, to me known, who, being duly sworn, did say that he is a Member of the Management Committee of Pfizer Overseas Pharmaceuticals and that he duly executed the foregoing instrument for and on behalf of Overseas Pharmaceuticals, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Saline Vaskiez  
 Notary Public  
 SALINE VASKIEZ  
 Notary Public, State of New York  
 No. 01VAG004264 Qualified in Nassau County  
 Certificate Filed in New York County  
 Commission Expires March 23, 20 26

