

12-30-2004



RECOR
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ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

170.01.2

1. Name of conveying party(ies)/Execution Date(s):

Pfizer Ireland Pharmaceuticals

- Individual(s)
- General Partnership
- Corporation-State
- Other Unlimited Liability Company of Ireland
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective assignment to correct assignment
- Merger
- Change of Name

~~REEL/FRAME 2834/0199 and REEL/FRAME 2834/0242~~

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pfizer Ireland Pharmaceuticals

~~Name:~~

~~Address:~~ POTTERY ROAD

Street Address: DUN LAOGHAIRE CO.

City: DUBLIN, IRELAND

State: _____

Country: _____ Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration No.(s)

LIPITOR reg. # 2,074,561

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: STACEY HALLERMAN

Internal Address: _____

Street Address: 150 E. 42ND STREET, 5TH FLOOR

City: NEW YORK, NY 10017

State: _____ Zip: _____

Phone Number: (212) 733-4114

Fax Number: (212) 573-2273

Email Address: Stacey.hallerman@pfizer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-1446

Authorized User Name _____

9. Signature:

Stacey Hallerman Signature
STACEY HALLERMAN

12/10/04
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **37**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

5127104

06-01-2004

Form PTO-1594 (Rev. 10-02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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



102254980

original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Pfizer Ireland Pharmaceuticals

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Unlimited liability company of Ireland

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Corrective Assignment

Execution Date: May 18, 2004

2. Name and address of receiving party(ies)

Name: Pfizer Ireland Pharmaceuticals

Internal

Address:

Street Address: Pottery Road

City: Dun Laoghaire Co., Dublin, Ireland

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

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)

LIPITOR

B. Trademark Registration No.(s)

2,074,561

Additional number(s) attached Yes No

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

Name: Stacey Hallerman

Internal Address: 150 E. 42nd Street, 5th Floor

Street Address:

City: New York State: NY Zip: 10017

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:

16-1446

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

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.

Stacey Hallerman

Name of Person Signing

Signature

May 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 20

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

05/28/2004 LNUELLER 00000088 161446 2074561

01 FC:8521 40.00 BA

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

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

ASSIGNMENT

This Assignment is entered into, effective as of the 1st 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 42nd 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 42nd 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.

ON BEHALF OF ASSIGNOR

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

) *Peter Duff*
)
) *CLG*

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 Duff*
)
) *CLG*

Number 79355

Certificate of Incorporation on change of name

I hereby certify that

PFIZER IRELAND PHARMACEUTICALS

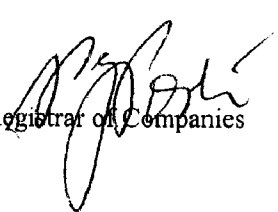
having, by a Special Resolution of the Company,
and with the approval of the Minister for Enterprise,
Trade and Employment, changed its name, is now
incorporated under the name

PFIZER OVERSEAS PHARMACEUTICALS

and I have entered such name on the Register accordingly.

Given under my hand at Dublin, this

Friday, the 9th day of January, 2004


for Registrar of Companies

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

PFIZER OVERSEAS PHARMACEUTICALS

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

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

3. Nature of conveyance:

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

Execution Date: April 5, 2004

2. Name and address of receiving party(ies)

Name: PFIZER IRELAND PHARMACEUTICALS

~~10001~~ POTTERY ROAD

~~10001~~ DUN LAOGHAIRE CO.

~~10001~~ DUBLIN ~~10001~~ IRELAND ~~10001~~

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

2074561

Additional number(s) attached Yes No

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

Name: Claudia A. Smith

Internal Address: Hale and Dorr LLP

Street Address: 300 Park Avenue

City: New York State: NY Zip: 10022

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:

08-0219

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

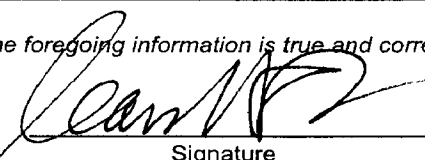
DO NOT USE THIS SPACE

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.

CLAUDIA A. SMITH

Name of Person Signing



Signature

5 April 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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 Pottery 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 Pottery 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 does 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.

NEWYORK 92966v1

TRADEMARK
REEL: 003098 FRAME: 0707

