

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PHARMACIA & UPJOHN COMPANY LLC		12/04/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VICURON PHARMACEUTICALS INC.		
<b>Street Address:</b>	89 Headquarters Plaza North		
<b>Internal Address:</b>	Suite 306		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3522268	EXULET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)823-6994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(949) 760-9600		
<b>Email:</b>	kgodfrey@omm.com		
<b>Correspondent Name:</b>	O'MELVENY & MYERS LLP (K. Godfrey)		
<b>Address Line 1:</b>	400 South Hope Street		
<b>Address Line 2:</b>	IP&T Calendar Dept. LA-13-A7		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	231,721-087		
<b>NAME OF SUBMITTER:</b>	Kristin A.M. Godfrey		
<b>Signature:</b>	/Kristin A.M. Godfrey/		

CH \$40.00 3522268

Date:

01/24/2011

**Total Attachments: 17**

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## GENERAL IP ASSIGNMENT

WHEREAS, those parties listed in Appendix B (each an "Assignor") own certain rights in (A) the trademarks listed on Part 1 of Appendix A, including, but not limited to, the applications and registrations therefore (the "Trademarks"); and (B) the domain names listed on Part 2 of Appendix A (the "Domain Names"); (collectively the "Intellectual Property Rights"); and

WHEREAS, effective as of November 30, 2009, Pfizer Inc., a Delaware corporation ("Pfizer"), and its wholly-owned subsidiary, Vicuron Pharmaceuticals Inc., a Delaware corporation (the "Assignee"), entered into an Instrument of Conveyance and Assignment and Assumption Agreement, pursuant to which Pfizer assigned (and agreed to cause its affiliates to assign) certain of its assets to Assignee (the "Transaction");

WHEREAS, to give effect to the Transaction, each Assignor wishes to transfer to Assignee, and the Assignee desires to acquire and assume from the Assignors, such right, title and interest as the Assignor may have in and to the Intellectual Property Rights listed on Appendix A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, transfer, convey and assign to the Assignee such entire right, title and interest as it may have in and to:

- (I) the Intellectual Property Rights listed on attached Appendix A;
- (II) in the case of the Trademarks, and the related registrations and applications, listed in Part 1 of Appendix A, such right title and interest it may have in the goodwill of the business connected with the use of the trademarks and symbolized thereby; and
- (III) such right title and interest as it may have to sue and recover for any future infringement, damage or injury to any of the Intellectual Property Rights, and for any past infringement, damage or injury to any of the Intellectual Property Rights by any third parties, and collect profits or damages with respect to the same,

the same to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors and assigns, to the full end of the term or terms for which such Intellectual Property Rights may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor listed as the registered holder of (A) such trademarks, and the related registrations applications; and (B) such domain names, hereby authorizes and requests the Commissioner or Director of Patents and Trademarks of the United States; the relevant register at which the Domain Names are registered; and any official of any country foreign to the United States whose duty it is to issue trademarks or domain names, to issue and transfer the relevant Intellectual Property Rights to Assignee, its successors and assigns, in accordance with the terms of the assignment, or otherwise as Assignee may direct.

Assignor agrees to execute, or to cause to be executed, any confirmatory trademark assignments or other documents that may be required in addition to the signing of this General IP Assignment in order to transfer to the Assignee the ownership of the Intellectual Property Rights in individual countries in order to effectuate the intent of this General IP Assignment.


This Assignment is binding on the Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

The Assignee acknowledges that the Assignors give no representation, warranty, indemnity or guarantee in respect of any of the Intellectual Property Rights listed on Appendix A or ancillary rights assigned hereunder and the Assignor's rights in and to the Intellectual Property Rights are assigned on an 'as is' basis. This is without prejudice to the provisions of any other agreement implementing the Transaction.


IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be executed as of the date written below.

**ASSIGNORS:**

**Pfizer Inc.**

By:   
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009


**Pfizer Italia S.r.l**

By:   
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009


**Pfizer GmbH**

By: \_\_\_\_\_  
Name: Maria Fernandez-Marques  
Date: December 4, 2009

**Pfizer Enterprises Sarl**

By:   
Name: Tiffany Trunko  
Title: Attorney-in-Fact  
Date: December 4, 2009

**Pharmacia & Upjohn Company LLC**

By:   
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009

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**ASSIGNORS:**

**Pfizer Inc.**

By: \_\_\_\_\_  
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009

**Pfizer Italia S.r.l**

By: \_\_\_\_\_  
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009

**Pfizer GmbH**

By: Maria Fernandez-Marques  
Name: Maria Fernandez-Marques  
Date: December 4, 2009

**Pfizer Enterprises Sarl**

By: \_\_\_\_\_  
Name: Tiffany Trunko  
Title: Attorney-in-Fact  
Date: December 4, 2009

**Pharmacia & Upjohn Company LLC**

By: \_\_\_\_\_  
Name: Richard Friedman  
Title: Attorney-in-Fact  
Date: December 4, 2009

**ASSIGNEE:**

**Vicuroa Pharmaceuticals Inc.**

By: 

Name:

DAVID REID

Title:

VICEPRESIDENT

Date:

December 4, 2009

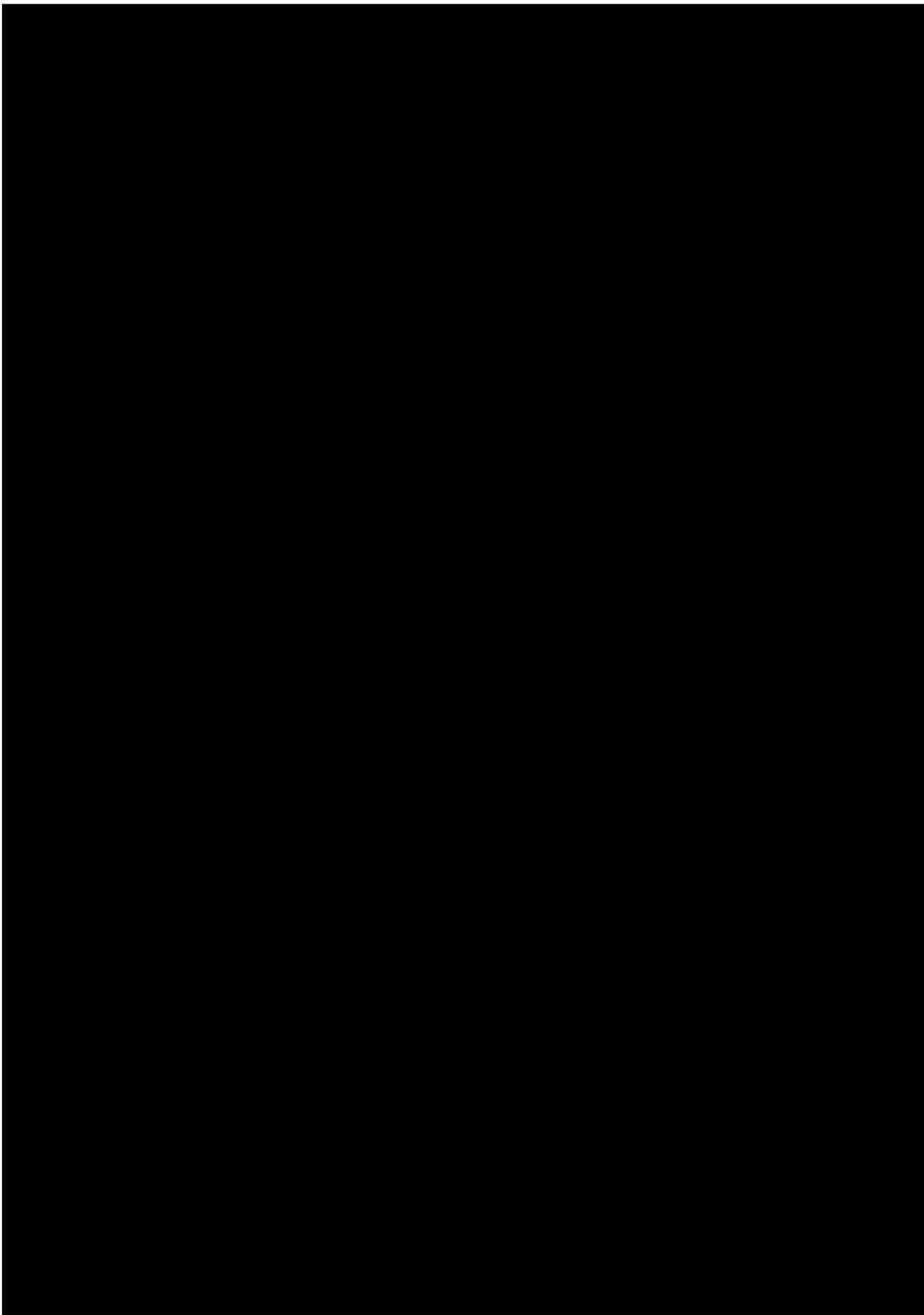
**APPENDIX A**

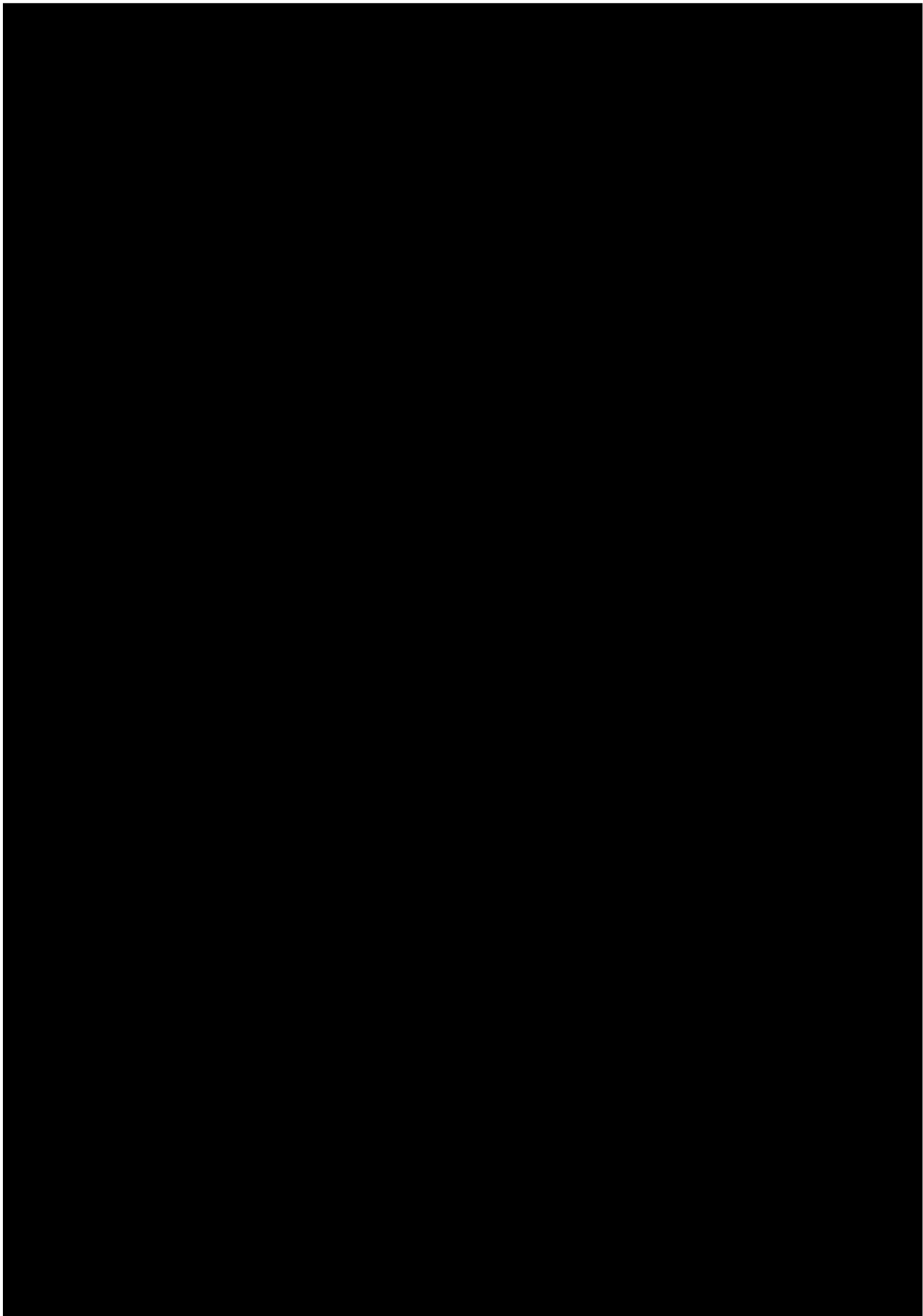
**Part 1 – Trademark Registrations and Applications**

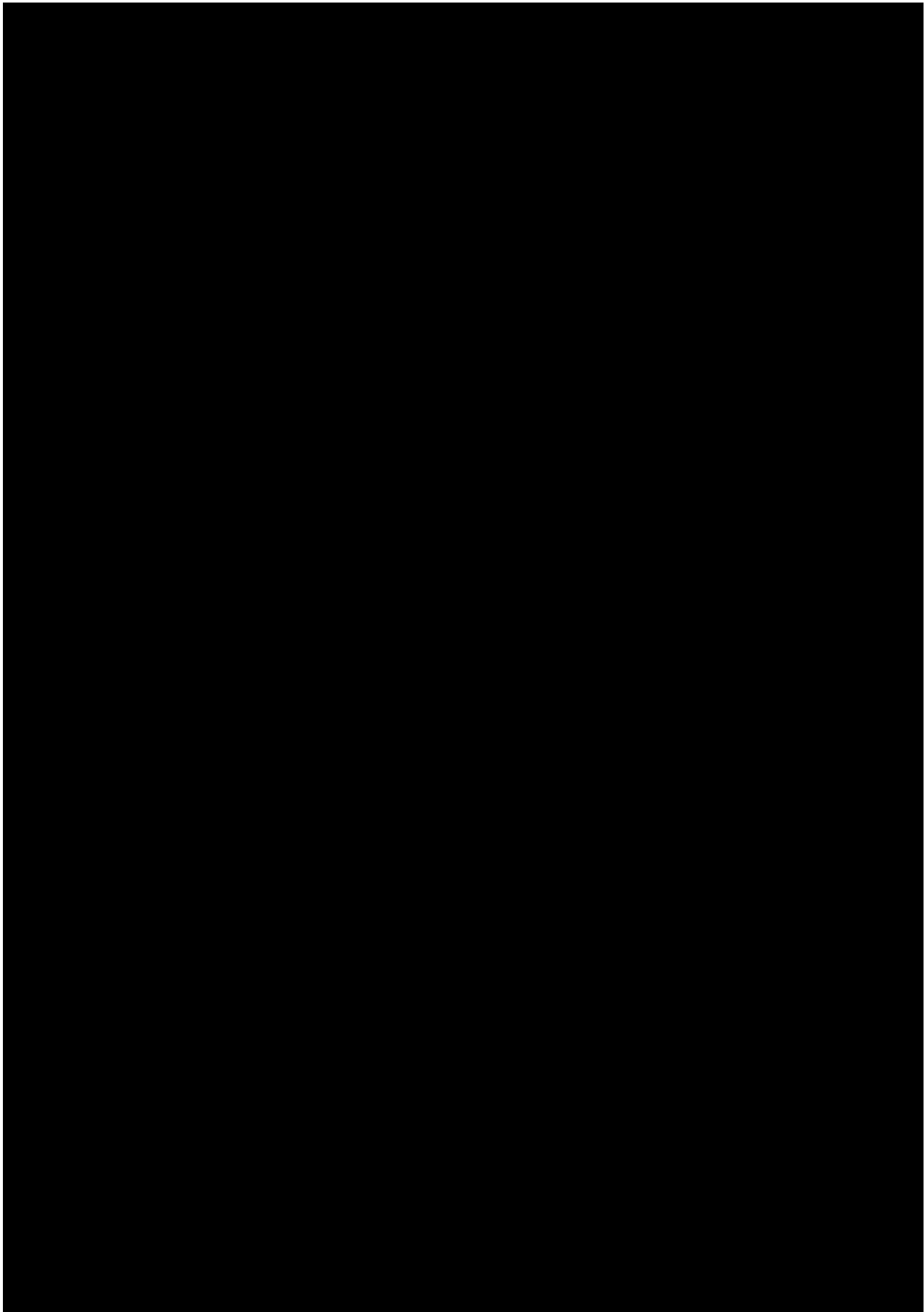
See Attached

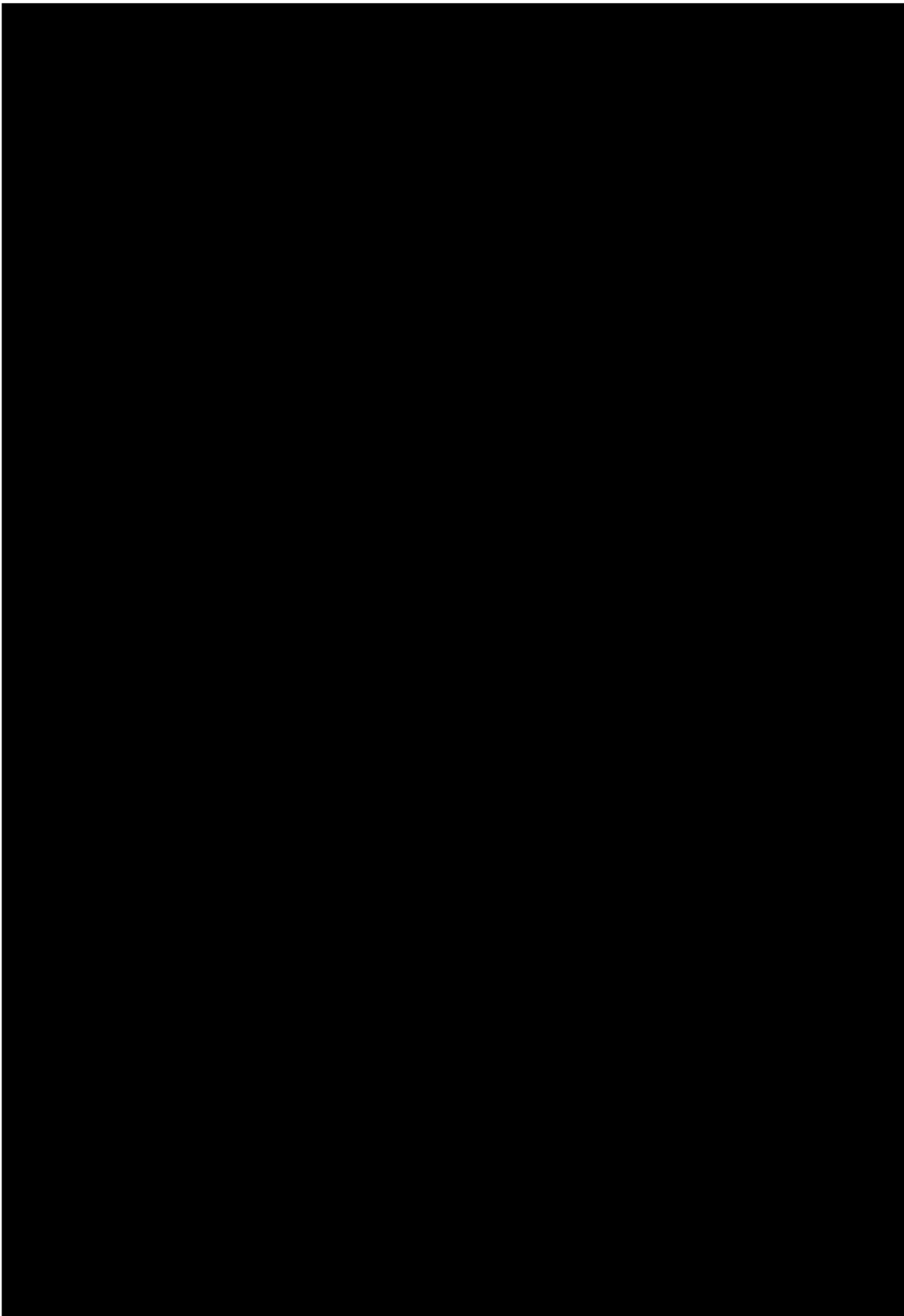


TMID	Country	Mark	Owner	Generic	Class	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date	Status	SubStatus	Remarks
[REDACTED]													



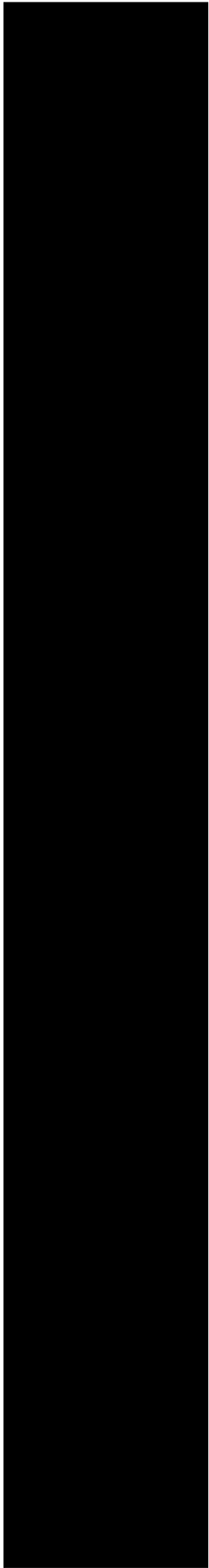








233598	United States	EXULET	Pharmacia & Upjohn Company LLC	DALBAVANCIN	5	77854336	18-Dec-07	3522268	21-Oct-08	21-Oct-18	Registered	Original Reg Certificate Receipt
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**APPENDIX A**

**Part 2 – Domain Names**

See Attached



Domain Name	Owner	Remarks
[REDACTED]		



**APPENDIX B**

**Assignors**



Pharmacia & Upjohn Company LLC