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
Novartis Finance Corporation		01/01/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Novartis Pharmaceuticals Corporation	
Street Address:	One Health Plaza, Building 430	
City:	East Hanover	
State/Country:	NEW JERSEY	
Postal Code:	07936	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1914057	EYESCRUB
Registration Number:	1407340	HYPOTEARS

CORRESPONDENCE DATA

Fax Number: (919)861-8913

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9198618903

Email: mtepper@teiplaw.com
Correspondent Name: Maury M. Tepper, III
Address Line 1: 3724 Benson Drive

Address Line 4: Raleigh, NORTH CAROLINA 27609

NAME OF SUBMITTER:	Maury M. Tepper, III
Signature:	/Maury M. Tepper, III/
Date:	07/19/2011

Total Attachments: 1

source=EYESCRUB and HYPOTEARS Assignment#page1.tif

OP \$65.00 191

TRADEMARK REEL: 004585 FRAME: 0621

EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated as of January 1, 2009 the ("Effective Date"), is from Novartis Finance Corporation, a New York corporation (the "Assignor"), to Novartis Pharmaceuticals Corporation, a Delaware corporation (the "Assignee")

WITNESSETH:

WHEREAS, Assignor is the record owner of the trademarks and the related United States registrations for EYESCRUB (Registration No. 1,914,057) and HYPOTEARS (Registration No. 1,407,340) (the "Marks"); and

WHEREAS, In connection with an Intellectual Property Contribution and License Termination Agreement between Novartis Finance Corporation, Novartis Corporation, and Novartis Pharmaceuticals Corporation effective as of January 1, 2009 and Amendment No. 1 to such agreement between the same parties effective as of January 1, 2009, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business, and all common law rights, associated with the Marks in a transaction intended to qualify for non-recognition treatment under section 351 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Assignor and Assignce desire to confirm of record the assignment of the

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Marks, together with (1) the goodwill of the business symbolized by the Marks, (2) any and all common law rights, title and interest associated with the Marks, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.
- 2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR:

NOVARTIS FINANCE CORPORATION

rinted Name: Name A

Title: V + COLUMN I

TRADEMARK REEL: 004585 FRAME: 0622

RECORDED: 07/19/2011