

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
ASTRAZENECA AB		07/01/2011	CORPORATION: SWEDEN

RECEIVING PARTY DATA

Name:	MERIAL LIMITED
Street Address:	SANDRINGHAM HOUSE, SANDRINGHAM AVENUE
Internal Address:	HARLOW BUSINESS PARK
City:	HARLOW, ESSEX CM19 5QA
State/Country:	UNITED KINGDOM
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2281879	GASTROGARD
Registration Number:	3004756	ULCERGARD

CORRESPONDENCE DATA

Fax Number: (703)739-9577
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-739-4900
 Email: btaylor@stites.com
 Correspondent Name: BREWSTER TAYLOR
 Address Line 1: 1199 NORTH FAIRFAX STREET
 Address Line 2: SUITE 900
 Address Line 4: ALEXANDRIA, VIRGINIA 22314-1437

ATTORNEY DOCKET NUMBER:	G000002018
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DOMESTIC REPRESENTATIVE

Name: BREWSTER TAYLOR
 Address Line 1: 1199 NORTH FAIRFAX STREET

OP \$65.00 2281879

900197598

**TRADEMARK
 REEL: 004588 FRAME: 0051**

Address Line 2: SUITE 900
Address Line 4: ALEXANDRIA, VIRGINIA 22314-1437

NAME OF SUBMITTER:	Brewster Taylor
Signature:	/BT/
Date:	07/21/2011

Total Attachments: 9
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**TERMINATION
AND
TRADEMARK ASSIGNMENT
AGREEMENT**

by and among

ASTRAZENECA AB (PUBL)

and

ASTRAZENECA LP

and

MERIAL LIMITED

Date: 1 July 2011

TERMINATION AND TRADEMARK ASSIGNMENT AGREEMENT

This Termination and Trademark Assignment Agreement (the “**Agreement**”) is made effective as of 1 July 2011 (the “**Effective Date**”), by and among:

- (1) ASTRAZENECA AB (PUBL), a company incorporated in Sweden under reg. no. 556011-7482, with offices at SE-151 85 Södertälje, Sweden (“**AZ AB**”); and
- (2) ASTRAZENECA LP, a Delaware limited partnership with offices at 1800 Concord Pike, Wilmington, Delaware 19850, USA (“**AZ LP**”); and
- (3) MERIAL LIMITED, a company registered in England and Wales under reg. no. 3332751, with a registered office at P.O. Box 327, Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5QA, England, and domesticated in Delaware, USA as Merial LLC, a Delaware limited liability company having a place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096, USA (“**Merial**”).

1.5 “**Trademarks**” means the registered trademarks specified in Schedule 2 but, for the avoidance of doubt, shall not include any other registered or unregistered trademarks, trade names or any similar rights.

2.2 Trademark Assignment

2.2.1 Assignment. AZ AB hereby assigns, sells and transfers to Merial, as of the Effective Date, as fully and entirely as the same would have been held and enjoyed by AZ AB if such assignment, sale and transfer had not been made, and to be held and enjoyed by Merial for its own use and for the use of its successors, assigns or other legal representatives, the following (the “**Trademark Rights**”):

- a) all of AZ AB’s right, title and interest in and to the Trademarks to the full end of the term for which the Trademarks have been granted; and

- b) any and all future causes of action, claims, demands or other rights, occasioned from or because of any and all past and future infringement of any of the Trademarks, including all rights to recover damages, profits and injunctive relief for infringement of any of the Trademarks.

Execution

THIS AGREEMENT IS EXECUTED by the authorised representatives of the Parties as of the date first written above.

SIGNED for and on behalf of
ASTRAZENECA AB (PUBL)

SIGNED for and on behalf of
ASTRAZENECA LP

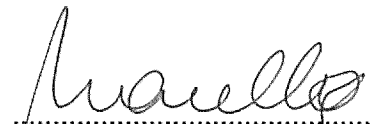
.....
Name:

Title:

.....
Name:

Title:

SIGNED for and on behalf of
MERIAL LIMITED


.....
Name: *José G.R. Ballea*
Title: *Executive Chairman*

MERIAL LEGAL
CJS/idk
30 June 2011

Execution

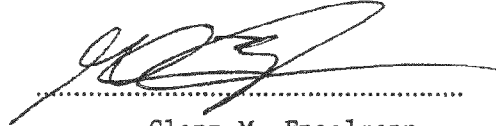
THIS AGREEMENT IS EXECUTED by the authorised representatives of the Parties as of the date first written above.

SIGNED for and on behalf of
ASTRAZENECA AB (PUBL)

SIGNED for and on behalf of
ASTRAZENECA LP

.....
Name:

Title:



.....
Name: Glenn M. Engelmann

Title: Vice President Policy, Legal, and
Scientific Affairs and General Counsel

SIGNED for and on behalf of
MERIAL LIMITED

.....
Name:

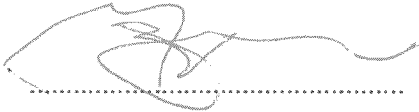
Title:

Execution

THIS AGREEMENT IS EXECUTED by the authorised representatives of the Parties as of the date first written above.

SIGNED for and on behalf of
ASTRAZENECA AB (PUBL)

SIGNED for and on behalf of
ASTRAZENECA LP



Name: **Anders Burén**
Title: **Authorised Signatory**

Name:
Title:

SIGNED for and on behalf of
MERIAL LIMITED

Name:
Title:

Schedule 2 – Trademarks

No.	Trademark	Country	Reg. Number	Reg. Date
1	GASTROGARD	Argentina	1821673	13-Mar-2001
2	GASTROGARD	Benelux	673210	22-Nov-1999
3	GASTROGARD	Brazil	822122286	30-Mar-2004
4	GASTROGARD	Canada	651582	26-Oct-2005
5	GASTROGARD	European Union	002986677	23-Mar-2006
6	GASTROGARD	France	97688145	21-Jul-1997
7	GASTROGARD	Germany	39737116	01-Oct-1997
8	GASTROGARD	Greece	142508	17-Oct-2001
9	GASTROGARD	Ireland	206022	18-Jul-1997
10	GASTROGARD	Italy	1254901	15-Oct-2003
11	GASTROGARD	Japan	4733286	12-Dec-2003
12	GASTROGARD	Japan	3165609	28-Jun-1996
13	GASTROGARD	Portugal	341540	25-May-2001
14	GASTROGARD	South Africa	94/1264	09-Feb-1994
15	GASTROGARD	Spain	2268910	05-May-2000
16	GASTROGARD	Sweden	346590	01-Jun-2001
17	GASTROGARD	United Kingdom	2295112	12-Dec-2003
18	GASTROGARD	United States of America	2281879	28-Sep-1999
19	ULCERGARD	United States of America	3004756	04-Oct-2005