## 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	
Wyeth LLC		I04/01/2011 I	LIMITED LIABILITY COMPANY: DELAWARE	

## RECEIVING PARTY DATA

Name:	Progenics Pharmaceuticals, Inc.		
Street Address:	77 Old Saw Mill River Road		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	CORPORATION: DELAWARE		

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3535582	RELISTOR
Registration Number:	3592407	RELISTOR

## 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:	08/16/2011		

#### Total Attachments: 3

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TRADEMARK
REEL: 004605 FRAME: 0922

# **Trademark and Domain Name Assignment Agreement**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT is effective as of April 1, 2011 (the "Effective Date") by and between Wyeth LLC (formerly Wyeth), a Limited Liability company organized and existing under the laws of Delaware and having a principal place of business at Five Giralda Farms, Madison, New Jersey 07940 (hereinafter referred to as "Assignor"), and Progenics Pharmaceuticals, Inc., a Delaware corporation, having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the (a) trademarks and trademark applications and registrations identified on <u>Schedule 1</u> (collectively, the "<u>Trademarks</u>"), together with the goodwill appurtenant to all such Trademarks and (b) domain name registrations identified on <u>Schedule 2</u> (the "<u>Domain Names</u>"); and

WHEREAS, Assignor intends to assign to Assignce the Trademarks and Domain Names, subject to the terms and conditions of this Trademark and Domain Name Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Domain Names and Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of the Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the ownership of all registrations and applications for the Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark and Domain Name Assignment Agreement. Assignee shall bear the costs and fees associated with recording the transfer of ownership.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

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IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Assignment Agreement to be executed as of the Effective Date.

Wyeth LLC (formerly Wyeth)	Progenics Pharmaceuticals, Inc.			
By: Wirlie 1. Je	By: Mond			
Name: Michele A. Farber	Name: Mark R. Baker			
Title: Attorney-In-Fact	Title: Chief Executive Officer			
STATE OF NEW JERSEY } } ss: COUNTY OF MORRIS }				
Before me, the undersigned, a Notary Public of Michele A. Farber, having been sworn by me a Attorney-In-Fact of Wyeth LLC (the "Assigned foregoing Trademark Assignment on behalf of	ccording to law did depose and say she was the or") and did acknowledge the execution of the			
WITNESS my hand and notarial seal this 1st da	y of April, 2011.			

Maureen Pasapane Notary Public of New Jersey My Commission Expires 6-3-2015

STATE OF NEW YORK

COUNTY OF WESTCHESTER

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Mark R. Baker who is personally known to me, personally appeared before me to be the signer of the above instrument and he acknowledged that he signed it

Elizabeth Manocchi

Signature of Notary Public

ELIZABETH MANOCCHI
Notary Public, State of New York
No. 01MA6061645
Qualified in Westchester County
Commission Expires July 16, 2011

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# Schedule 1

# **Trademarks**

# US Trademarks

Mark Name	Country	Status	Appl. No	Appl. Date	Reg No.	Reg. Date	Expiration Date
RELISTOR	United States	Registered	78939607	7/28/2006	3,535,582	11/18/2008	11/18/2018
RELISTOR & Logo Design	United States	Registered	77324836	11/8/2007	3,592,407	3/17/2009	3/17/2019

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**RECORDED: 08/16/2011**