

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
Warner-Lambert Company LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Capsugel Belgium BVBA
Street Address:	Rijksweg 11
City:	Bornem
State/Country:	BELGIUM
Postal Code:	2880
Entity Type:	LIMITED LIABILITY COMPANY: BELGIUM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3772640	CAP 8
Registration Number:	3877206	CAPSUGEL
Registration Number:	1174776	CAPSUGEL
Registration Number:	1172814	CONI-SNAP
Registration Number:	1374406	CONI-SNAP SUPRO
Registration Number:	1993968	DB CAPS
Serial Number:	85325608	DRCAPS
Registration Number:	2662510	LEMS
Registration Number:	1408173	LICAPS
Registration Number:	3362544	LICAPS
Registration Number:	3362545	LICAPS
Registration Number:	3793676	LIPIDEX
Registration Number:	2768200	NPCAPS
Registration Number:	2768211	NPCAPS

TRADEMARK

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Registration Number:	3463352	OCEANCAPS
Registration Number:	1317369	OPTI-PRINT
Registration Number:	2678299	PCCAPS
Registration Number:	3978429	PEARLCAPS
Registration Number:	2099915	PRESS-FIT
Registration Number:	3665034	SGCAPS
Registration Number:	0832003	SNAP-FIT
Registration Number:	2668389	SNAP-FIT
Registration Number:	2050291	ULTRA 8
Registration Number:	2707336	VCAPS
Registration Number:	3477984	XPRESS-FIT

CORRESPONDENCE DATA

Fax Number: (202)408-4400
Phone: 202-408-4000
Email: docketing@finnegan.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Lawrence R. Robins
Address Line 1: 901 New York Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 11794.0008-00000

DOMESTIC REPRESENTATIVE

Name: Lawrence R. Robins
Address Line 1: 901 New York Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER: Lawrence R. Robins

Signature: /Lawrence R. Robins/

Date: 10/19/2011

Total Attachments: 8
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TRADEMARK

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "**Assignment**") is made and entered into as of August 1, 2011 ("**Effective Date**") by and between **Warner-Lambert Company LLC**, a limited liability company organized under the laws of the state of Delaware, with its principal office at 235 East 42nd St. New York, NY 10017, on its behalf and on behalf of its subsidiary and affiliated companies ("**Assignor**"), and **Capsugel Belgium BVBA**, a closed limited liability company, with its principal office at Rijksweg 11, 2880 Bornem, Belgium ("**Assignee**").

WHEREAS, Assignor and Chester Holdings S.a.r.l are parties to that certain Stock and Asset Purchase Agreement dated April 4, 2011 (the "**Purchase Agreement**"), pursuant to which Assignor has agreed to sell and Chester Holdings S.a.r.l has agreed to purchase the assets, rights and properties relating solely to the Business (as such term is defined in the Purchase Agreement);

WHEREAS, except as otherwise set forth on Schedules A and B to this Assignment, Assignor is the owner of the entire right, title and interest in, to and under those trademarks owned by Assignor and used solely and exclusively in the Business including, but not limited to, the trademark applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof whether registered or unregistered including trademark get-ups, logos, designs and labels, together with the associated goodwill and all common law and related rights thereto in all jurisdictions of the world where Assignor has rights (collectively, the "**Marks**") and those domain names identified and set forth on Schedule B (the "**Domains**");

WHEREAS, pursuant to Section 2.2(f) of the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Marks and the Domains; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Marks and the Domains including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, any agreements with the domain name registrars that are related to the Domains, and all other corresponding rights that are or may be secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks or the Domains, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, ASSIGNOR HEREBY further agrees to execute, or to cause to have executed, any confirmatory assignment of Trademarks or Domains that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, Assignee's successors, assigns or other legal representatives, in order to transfer to the Assignee the ownership of the Trademarks and Domains in individual countries and to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the Domains with their respective registrars, and distributing copies of the completed registrar transfer documents to the Assignee, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Assignor hereby requests (a) the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Marks; and (b) any domain name registrars to record Assignee as the assignee and owner of the Domains.

This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

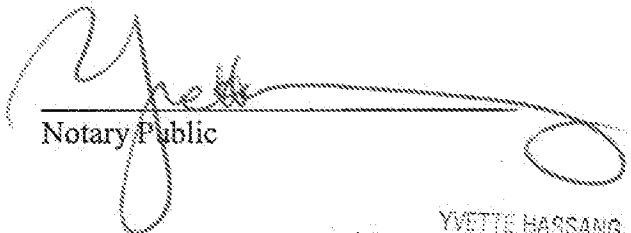
~~WARNER-LAMBERT COMPANY LLC~~

Name: Andrew J. Muratore

Title: Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this ___ day of _____, 2011, there appeared before me Andrew J. Muratore personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Warner-Lambert Company LLC



Notary Public

YVETTE HASSANG
NOTARY PUBLIC, State of New York
No. 014A6057026
Qualified in Queens County
Commission Expires April 9, 2015

CAPSUGEL BELGIUM BVBA

Name: Carl Mourisse

Title: Managing Director



STATE OF)
) SS.
COUNTY OF)

On this 1st day of August, 2011, there appeared before me Carl Mourisse, personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of Capsugel Belgium BVBA.

Yves Van Noten

Notary Public
Willebroek
(Belgium)



SCHEDULE A

ASSIGNED MARKS

Capsugel Active Trademark Schedule								
Country	Trademark	Orig Appln No	Curr Appln No	Orig Reg No	Curr Reg No	Owner	Prn Dt	Active/Inactive
United States	CAP 8	77/565548	77/565548	3772640	3772640	Warner-Lambert Company LLC	6-Apr-2020	Active
Norway	CAPSUGEL	9710697	9710697	190540	190540	Warner-Lambert Company LLC	28-May-2018	Active
United States	CAPSUGEL	77/067284	77/067284	3877206	3877206	Warner-Lambert Company LLC	16-Nov-2020	Active
United States	CAPSUGEL	73/249895	73/249895	1174776	1174776	Warner-Lambert Company LLC	10-Nov-2011	Active
United States	CONI-SNAP	73/240320	73/240320	1172814	1172814	Warner-Lambert Company LLC	13-Oct-2011	Active
United States	CONI-SNAPSJPRO	73/444514	73/444514	1374406	1374406	Warner-Lambert Company LLC	10-Dec-2015	Active
United States	DB CAPS	74/548526	74/548526	1993968	1993968	Warner-Lambert Company LLC	13-Aug-2016	Active
United States	DRcaps LOGO	85325608	85325608			Warner-Lambert Company LLC		Active
United States	LEMS	76/322631	76/322631	2662510	2662510	Warner-Lambert Company LLC	17-Dec-2012	Active
United States	LICAPS	73/563738	73/563738	1408173	1408173	Warner-Lambert Company LLC	9-Sep-2016	Active
United States	LICAPS	78/962680	78/962680	3362544	3362544	Warner-Lambert Company LLC	1-Jan-2018	Active
United States	LICAPS and design	78/962685	78/962685	3362545	3362545	Warner-Lambert Company LLC	1-Jan-2018	Active

United States	LIPIDEX	77/389803	77/389803	3793676	3793676	Warner-Lambert Company LLC	25-May-2020	Active
Australia	LIQUICAPS	630780	630780	630780	630780	Warner-Lambert Company LLC	25-May-2014	Active
United States	NPCAPS	78/102212	78/102212	2768200	2768200	Warner-Lambert Company LLC	23-Sep-2013	Active
United States	NPCAPSAND DESIGN	78/106311	78/106311	2768211	2768211	Warner-Lambert Company LLC	23-Sep-2013	Active
United States	OCEANCAPS	77/115773	77/115773	3463352	3463352	Warner-Lambert Company LLC	8-Jul-2018	Active
United States	OPTI-PRINT	73/435621	73/435621	1317369	1317369	Warner-Lambert Company LLC	29-Jan-2015	Active
United States	PCCAPS	78/118348	78/118348	2678299	2678299	Warner-Lambert Company LLC	21-Jan-2013	Active
United States	PEARLCAPS	77279468	77279468	3978429	3978429	Warner-Lambert Company LLC	14-Jun-2021	Active
United States	PRESS-FIT	74/683265	74/683265	2099915	2099915	Warner-Lambert Company LLC	23-Sep-2007	Active
United States	SGCAPS	78/327390	78/327390	3665034	3665034	Warner-Lambert Company LLC	4-Aug-2019	Active
United States	SNAP-FIT	72/264289	72/264289	832003	832003	Warner-Lambert Company LLC	11-Jul-2017	Active
United States	SNAP-FIT	76/298314	76/298314	2668389	2668389	Warner-Lambert Company LLC	31-Dec-2012	Active
Mexico	ULTRA 8	235744	235744	499406	499406	Warner-Lambert Company LLC	27-Jun-2015	Active
Mexico	ULTRA 8	235745	235745	499407	499407	Warner-Lambert Company LLC	27-Jun-2015	Active
United States	ULTRA 8	74/701323	74/701323	2050291	2050291	Warner-Lambert Company LLC	8-Apr-2017	Active
Austria	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Cyprus	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Denmark	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Great Britain	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Greece	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Hungary	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active

International Registration	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Latvia	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Lithuania	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
Slovenia	VCAPS	A0012586	A0012586	IF966776	IF966776	Warner-Lambert Company LLC	28-May-2018	Active
United States	VCAPS	75/491367	75/491367	2707336	2707336	Warner-Lambert Company LLC	15-Apr-2013	Active
United States	XPRESS-FIT	78/638702	78/638702	3477984	3477984	Warner-Lambert Company LLC	29-Jul-2018	Active

SCHEDULE B
ASSIGNED DOMAINS

None