

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
Warner-Lambert Company LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capsugel Belgium BVBA		
<b>Street Address:</b>	Rijksweg 11		
<b>City:</b>	Bornem		
<b>State/Country:</b>	BELGIUM		
<b>Postal Code:</b>	2880		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: BELGIUM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85170357	XCELOPROTECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-4400		
<b>Phone:</b>	202-408-4000		
<b>Email:</b>	docketing@finnegan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Lawrence R. Robins		
<b>Address Line 1:</b>	901 New York Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	11794,0008		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Lawrence R. Robins		
<b>Address Line 1:</b>	901 New York Avenue, N.W.		

OP \$40.00 85170357

**900205686**

**TRADEMARK  
 REEL: 004649 FRAME: 0476**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER:

Lawrence R. Robins

Signature:

/Lawrence R. Robins/

Date:

10/27/2011

Total Attachments: 5

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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.

*[Remainder of the page intentionally left blank]*

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

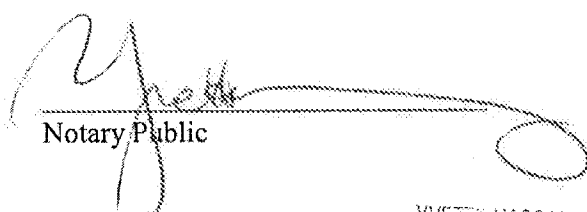
WARNER-LAMBERT COMPANY LLC

Name: Andrew J. Murgatore

Title: Vice President

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

On this \_\_\_ day of \_\_\_\_\_, 2011, there appeared before me Andrew J. Murgatore 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. 014A6057086  
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 1<sup>st</sup> 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)



**APPENDIX A**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
XCELOPROTECT	85/170357	November 5, 2010