

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wyeth Holdings Corporation		10/01/2012	CORPORATION: MAINE

**RECEIVING PARTY DATA**

<b>Name:</b>	PAH WHC 2 LLC
<b>Street Address:</b>	235 East 42nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	1104628	BAR BAIT
Registration Number:	1133953	BURSINE
Registration Number:	864876	EQUIPOISE
Registration Number:	2166432	EQUIVAC
Registration Number:	3042768	EQUIVAC INNOVATOR
Registration Number:	3455270	FLUFEND
Registration Number:	1041605	MD-VAC
Registration Number:	1272344	MG-BAC
Registration Number:	897699	PABAC
Registration Number:	700835	PANOLOG
Registration Number:	2026113	POULVAC
Registration Number:	2720116	POULVAC AERO
Registration Number:	3291688	POULVAC FLUFEND
Registration Number:	2924240	POULVAC MATERNAVAC

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Registration Number:	2949665	POULVAC PABAC
Registration Number:	811266	POXINE
Registration Number:	1849768	PRO VAC
Registration Number:	2116990	QUEST
Registration Number:	1657971	RESPIFEND
Registration Number:	1389674	ROPAX
Registration Number:	1467924	SUVAXYN
Registration Number:	2850703	SUVAXYN RESPIFEND
Registration Number:	1538864	TRI-REO
Registration Number:	2637426	TRIPLE-E T INNOVATOR

**CORRESPONDENCE DATA**

Fax Number: 9736607978  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 9736607695  
Email: maureen.pasapane@pfizer.com, jane.ungaro@pfizer.com  
Correspondent Name: Pfizer Inc.  
Address Line 1: Five Giralda Farms  
Address Line 4: Madison, NEW JERSEY 07940

ATTORNEY DOCKET NUMBER:	G401390
NAME OF SUBMITTER:	Jane Ungaro
Signature:	/jane ungaro/
Date:	10/23/2012

Total Attachments: 4  
source=Trademark Assignment (Execution Copy) Wyeth Holdings Corporation#page1.tif  
source=Trademark Assignment (Execution Copy) Wyeth Holdings Corporation#page2.tif  
source=Trademark Assignment (Execution Copy) Wyeth Holdings Corporation#page3.tif  
source=Trademark Assignment (Execution Copy) Wyeth Holdings Corporation#page4.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of October 1, 2012 (the "Effective Date"), by and between Wyeth Holdings Corporation (f/k/a American Cyanamid Company), a corporation organized under the laws of Maine ("Assignor") and PAH WHC 2 LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined herein).

### RECITALS:

WHEREAS, the Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, pursuant to the Asset Contribution Agreement, dated as of October 1, 2012 between Assignor and Assignee (the "Contribution Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance**. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, for the United States and for all foreign countries, including any and all goodwill symbolized thereby, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
2. **Issuance and Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. **No Modification**. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Contribution Agreement or any other agreement entered into by the Parties or any of their affiliates in connection with the GSA. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the Contribution Agreement shall control.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which 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.
6. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
7. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
9. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the courts of the State of New York, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

*{Signature page follows}*

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

ASSIGNOR:  
WYETH HOLDINGS CORPORATION

Su 220  
Name: Susan Grant  
Title: Vice President

ASSIGNEE:  
PAH WHC 2 LLC  
Andrew Muratore  
Name: Andrew Muratore  
Title: President

WITNESSED AS TO BOTH BY:

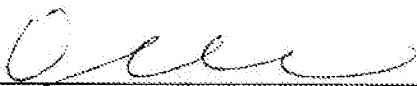
Alexis A. Deza  
Name: Alexis A. Deza  
Nationality: American  
Title: Administrative Assistance  
Commercial address:  
235 E. 42<sup>nd</sup> Street  
New York, NY 10017

WITNESSED AS TO BOTH BY:

Barry Ross GEMAS 4  
Name: Barry Ross GEMAS 4  
Nationality: USA  
Title: SENIOR SPECIALIST  
Commercial address:  
235 E 42<sup>nd</sup> NYC 10017

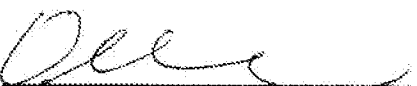
STATE OF NEW YORK     )  
  )SS.  
COUNTY OF NEW YORK    )

This instrument was executed before me on this 27 day of September, 2012, by Susan Grant, the Vice President (title) of Wyeth Holdings Corporation, a corporation organized under the laws of Maine, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public  
VERONICA DICAMILLO  
Notary Public of the State of New York  
Qualified in New York County  
No. 02D16201545  
My Commission Expires Mar. 2, 2013

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

This instrument was executed before me on this 27 day of September, 2012, by Andrew M. Vratore the President (title) of PAH WHC 2 LLC, a limited liability company organized under the laws of Delaware on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public  
VERONICA DICAMILLO  
Notary Public of the State of New York  
Qualified in New York County  
No. 02D16201545  
My Commission Expires Mar. 2, 2013