

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
Abbott Laboratories		08/01/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	AbbVie Inc.
Street Address:	1 N. Waukegan Road
Internal Address:	Dept. V377, Bldg. AP34
City:	North Chicago
State/Country:	ILLINOIS
Postal Code:	60064
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Serial Number:	85577455	ABBVIE
Serial Number:	85576479	ABBVIE
Serial Number:	85523430	ALUVIA
Registration Number:	1461630	CALCIJEX
Registration Number:	1256576	CARTROL
Registration Number:	0419537	CECON
Serial Number:	85528494	DESIGNED WITH A MAN IN MIND
Registration Number:	1453866	DISPERTAB
Serial Number:	85597409	DRIVE FOR FIVE
Serial Number:	85597416	DRIVE FOR FIVE GEARING UP FOR MEN'S HEALTH
Registration Number:	0500527	DULCET
Registration Number:	4203324	EP 2 IC
Serial Number:	85050394	EVOPARP

CH \$1315.00 85577455

Registration Number:	3568485	EXTEND
Registration Number:	0796301	FERO-GRAD-500
Registration Number:	0603850	FILMTAB
Registration Number:	2441241	GENGRAF
Serial Number:	85317380	HIS-Q
Registration Number:	1354935	HYTRIN
Serial Number:	85543923	IMRADIA
Registration Number:	2451327	KALETRA
Registration Number:	3788224	KIDNEYWATCH
Serial Number:	85206065	LIFT
Serial Number:	85438625	LIFTRIVA
Serial Number:	85206073	LONIC
Registration Number:	3386935	MCOUTLOOK
Serial Number:	85545303	MIVACRON
Registration Number:	2001944	NORVIR
Registration Number:	3740745	NOT IN MY HOUSE
Serial Number:	85543920	OZESPA
Serial Number:	85050404	PARPANEX
Registration Number:	3890569	POSITIVE PARTNERSHIP
Serial Number:	85438619	REXLINAN
Registration Number:	3455781	SENIORSUCCESS
Serial Number:	85543921	SOTEMIS
Registration Number:	3624944	SPEAK "" SHARING PATIENT EXPERIENCE AND KNOWLEDGE
Registration Number:	0430983	SURBEX
Registration Number:	1481363	SURVANTA
Registration Number:	2447706	SYNERMAX
Registration Number:	0574702	SYNTHROID
Registration Number:	4191047	SYNTHROID DIRECT
Registration Number:	4187268	THE GET-BACK PROGRAM
Registration Number:	0500401	TRIDIONE
Registration Number:	3650674	TRIGS BELOW 150 BAD (LDL)* BELOW 100 GOOD (HDL) WOMEN: 50 OR ABOVE MEN: 40 OR ABOVE
Registration Number:	3974894	
Registration Number:	1935853	ULTANE

Registration Number:	1107737	VICODIN
Registration Number:	1399182	VICODIN ES
Registration Number:	2117971	VICODIN HP
Registration Number:	1400085	VICOPROFEN
Serial Number:	85681841	XINLAY
Registration Number:	2540788	ZEMPLAR

CORRESPONDENCE DATA

Fax Number: 8479382623
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 8479373386
Email: trademarks@abbvie.com
Correspondent Name: Cheryl A. Withycombe
Address Line 1: 1 N. Waukegan Road
Address Line 2: Dept. V377, Bldg. AP34
Address Line 4: North Chicago, ILLINOIS 60064

NAME OF SUBMITTER:

Sharon Stolfa

Signature:

/Sharon Stolfa/

Date:

03/20/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

Between

ABBOTT LABORATORIES

and

ABBVIE INC.

Dated as of August 1, 2012

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated and effective as of August 1, 2012 (the "Effective Date"), between ABBOTT LABORATORIES, a corporation organized under the laws of the state of Illinois with a primary address at 100 Abbott Park Road, Abbott Park, Illinois 60064 ("Assignor"), and ABBVIE INC., a corporation organized under the laws of the state of Delaware with a primary address at 1 N Waukegan Road, North Chicago, IL 60064 ("Assignee").

WHEREAS, pursuant to the CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT executed between Assignor and Assignee on the Effective Date, Assignor has transferred to Assignee the assets of its business relating to the Trademarks (as defined herein);

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Trademarks effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. for the purpose of this Agreement, the following terms shall have the meanings set forth below.

"Assignor" has the meaning set forth in the Introductory Paragraph.

"Assignee" has the meaning set forth in the Introductory Paragraph.

"Agreement" means this Trademark Assignment Agreement and the Schedule hereto.

"Effective Date" has the meaning set forth in the Introductory Paragraph.

"Parties" means the parties to this Agreement.

"Trademarks" means the trademarks set out in the Schedule to this Agreement.

ARTICLE II

ASSIGNMENT AND ASSUMPTION

SECTION 2.01. Assignment and Assumption of the Trademarks.

(a) Upon the terms and subject to the conditions of this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill attaching thereto and any common law rights therein.

SECTION 2.02. Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary or advisable to consummate the transactions contemplated by this Agreement. Without limiting the foregoing, each Party shall cooperate with the other Party without any further consideration to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all documents as may reasonably be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement, including without limitation any documents required to record the assignment of any of the Trademarks with local registries.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

SECTION 3.02. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of Delaware irrespective of the choice of Laws and principles of the State of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

SECTION 3.03. Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 3.04. Headings. The Article, Section and Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 3.05. Waiver. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the waiving Party.

SECTION 3.06. Amendments. No provisions of this Agreement shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of both Parties. No provisions of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

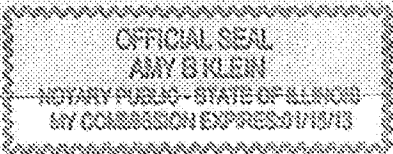
SECTION 3.07. Governing Language. The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language.

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment, or has caused this Trademark Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ABBOTT LABORATORIES

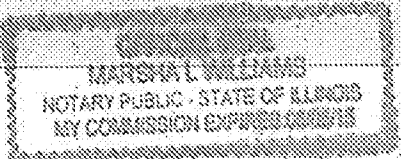
By: Thomas C. Freyman
Name: Thomas C. Freyman
Title: Executive Vice President, Finance &
Chief Financial Officer

State of Illinois
County of ~~Scott~~ Lake
Signed and attested before me on August 1, 2012 by Amy B. Klein
Signature: Amy B. Klein



ABBVIE INC.
By: William J. Chase
Name: William J. Chase
Title: Authorized Officer



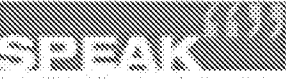
State of Illinois
County of Cook
Signed and attested before me on July 27, 2012 by WILLIAM CHASE
Signature: Marcia R. Williams

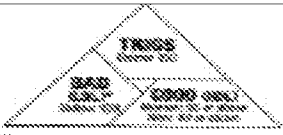



Witness
Name: DINA SINIDOROV
Signature: [Signature]

Name: PATRICIA LIEBERT
Signature: [Signature]

SCHEDULE TO TRADEMARK ASSIGNMENT

	A	B	C	D	E	F	G	H	I
1	Image	Trademark	Matter No	Classes	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal Due
2		ABBVIE	T65023	16; 41; 44	85577455	3/22/2012			
3		ABBVIE	T65022	5; 42	85576479	3/22/2012			
4		ALUVIA	T64733	5	85523430	1/24/2012			
5		CALCIJEX	T13989	5	73647481	3/2/1987	1461630	10/20/1987	10/20/2017
6		CARTROL	T14028	5; 18	73290326	12/18/1980	1256576	11/8/1983	11/8/2013
7		CECON	T14030	5	71488181	9/10/1945	0419537	2/19/1946	2/19/2016
8		DESIGNED WITH A MAN IN MIND	T64762	16; 44	85528494	1/30/2012			
9		DISPERTAB	T14201	5	73626779	10/24/1986	1453866	8/25/1987	8/25/2017
10		DRIVE FOR FIVE	T65268	16; 44	85597409	4/13/2012			
11		DRIVE FOR FIVE (STYLIZED) AND DESIGN	T65267	16; 44	85597416	4/13/2012			
12		DULCET	T14215	5	71531573	8/16/1947	0500527	6/1/1948	6/1/2018
13		EP2IC (Stylized)	T61617	44	85337655	6/3/2011	4203324	9/4/2012	9/4/2022
14		EVOPARP	T56874	5	85050394	5/28/2010			
15		EXTEND	T53295	42	77369963	1/11/2008	3568485	1/27/2009	1/27/2019
16		FERO-GRAD-500	T14293	18	72213268	3/4/1965	0796301	9/21/1965	9/21/2015
17		FILMTAB	T14311	05	71665334	4/28/1954	0603850	3/29/1955	3/29/2015
18		GENGRAF	T35487	5	75387943	11/10/1997	2441241	4/3/2001	4/3/2021
19		HIS-Q	T61517	9; 16	85317380	5/10/2011			
20		HYTRIN	T14461	5	73518005	1/17/1985	1354935	8/20/1985	8/20/2015
21		IMRADIA	T64871	5	85543923	2/15/2012			
22		KALETRA	T36363	5	75465750	4/9/1998	2451327	5/15/2001	5/15/2021
23		KIDNEYWATCH	T54973	41	77626231	12/4/2008	3788224	5/11/2010	5/11/2020
24		LIFT	T58986	5; 40; 42	85206065	12/27/2010			
25		LIFTRIVA	T62870	5	85438625	10/4/2011			
26		LONIC	T58987	5; 40; 42	85206073	12/27/2010			
27		MCO Outlook	T49721	41; 44	78946529	8/7/2006	3386935	2/19/2008	2/19/2018
28		MIVACRON	T64875	5	85545303	2/16/2012			
29		NORVIR	T30155	5	74655713	4/4/1995	2001944	9/17/1996	9/17/2016
30		NOT IN MY HOUSE	T54015	16; 41	77504223	6/20/2008	3740745	1/19/2010	1/19/2020
31		OZESPA	T64869	5	85543920	2/15/2012			
32		PARPANEX	T56889	5	85050404	5/28/2010			
33		POSITIVE PARTNERSHIP	T53925	16; 44	77518691	7/10/2008	3890569	12/14/2010	12/14/2020
34		REXLINAN	T62871	5	85438619	10/4/2011			
35		SENIORSUCCESS	T49733	16	78939002	7/27/2006	3455781	6/24/2008	6/24/2018
36		SOTEMIS	T64870	5	85543921	2/15/2012			
37		SPEAK, SHARING PATIENT EXPERIENCE AND KNOWLEDGE DESIGN	T54593	41	77555094	8/25/2008	3624944	5/19/2009	5/19/2019
38		SURBEX	T15255	05	71501298	5/2/1946	0430983	7/1/1947	7/1/2017
39		SURVANTA	T15261	5	73677887	8/5/1987	1481363	3/22/1988	3/22/2018
40		SYNERMAX	T40641	5	75896183	1/13/2000	2447706	5/1/2001	5/1/2021
41		SYNTHROID	T43099	5	71631584	6/21/1952	0574702	5/19/1953	5/19/2013
42		SYNTHROID DIRECT	T57563	35; 44	77912098	1/14/2010	4191047	8/14/2012	8/14/2022

	A	B	C	D	E	F	G	H	I
1	Image	Trademark	Matter No	Classes	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal Due
43		THE GET-BACK PROGRAM	T58083	35	85042770	5/19/2010	4187268	8/7/2012	8/7/2022
44		TRIDIONE	T15331	01; 05	71531173	8/13/1947	0500401	5/18/1948	5/18/2018
45		TRIGS BELOW 150 BAD (LDL)*BELOW 100 GOOD (HDL) WOMEN: 50 OR ABOVE MEN: 40 OR ABOVE and design	T55078	16; 44	77635839	12/18/2008	3650674	7/7/2009	7/7/2019
46		TRILIPIX DESIGN	T52795	5	77447747	4/14/2008	3974894	6/7/2011	6/7/2021
47		ULTANE	T26500	5	74412392	7/14/1993	1935853	11/14/1995	11/14/2015
48		VICODIN	T43165	5	73169339	5/8/1978	1107737	12/5/1978	12/5/2018
49		VICODIN ES	T43166	5	73569179	11/18/1985	1399182	7/1/1986	7/1/2016
50		VICODIN HP	T43167	5	75207750	12/4/1996	2117971	12/2/1997	12/2/2017
51		VICOPROFEN	T43204	5	73569180	11/18/1985	1400085	7/8/1986	7/8/2016
52		XINLAY	T65772	5	85681841	7/19/2012			
53		ZEMPLAR	T36364	5	75465775	4/9/1998	2540788	2/19/2002	2/19/2022