

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teva Global Respiratory Research, LLC		12/29/2009	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Teva Women's Health Research, Inc.
Street Address:	425 Privet Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0618557	POLYCITRA

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: rwhite@trenam.com
 Correspondent Name: Richard White
 Address Line 1: 101 E. Kennedy Blvd.
 Address Line 2: Suite 2700
 Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	122133 (RAW)
NAME OF SUBMITTER:	Richard White

Signature:	/Richard White/
Date:	08/21/2013
Total Attachments: 5 source=TGRR, LLC to TWHR, Inc. Merger Certificate#page1.tif source=TGRR, LLC to TWHR, Inc. Agreement and Plan of Merger#page1.tif source=TGRR, LLC to TWHR, Inc. Agreement and Plan of Merger#page2.tif source=TGRR, LLC to TWHR, Inc. Agreement and Plan of Merger#page3.tif source=TGRR, LLC to TWHR, Inc. Agreement and Plan of Merger#page4.tif	

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Teva Women's Health Research, Inc., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Teva Global Respiratory Research, LLC a (its jurisdiction) Florida limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The amended name of the surviving corporation shall be: Teva Branded Pharmaceutical Products R&D, Inc.

FOURTH: The merger is to become effective on December 31, 2009

FIFTH: The Agreement of Merger is on file at 425 Frivet Road, Horsham, PA 19044 the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 27th day of December, A.D., 2009.

By: 
Authorized Officer

Name: William March
Print or Type

Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 29th day of December, 2009, by and between Teva Global Respiratory Research, LLC, a Florida limited liability company ("TGRR") and Teva Women's Health Research, Inc., a Delaware corporation ("TWH RESEARCH").

WITNESSETH:

WHEREAS, the respective Managers and Boards of Directors of TGRR and TWH RESEARCH deem it advisable and in the best interests of their respective companies/corporations and sole members/sole shareholders to have TGRR merge with and into TWH RESEARCH pursuant to this Agreement and the applicable provisions of the laws of the State of Delaware (such transaction being hereinafter referred to as the "Merger"); and the Managers and Board of Directors of each of TGRR and TWH RESEARCH and the sole member/sole shareholder of TGRR have approved this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

ARTICLE 1
THE MERGER

On the Effective Date of the Merger (as herein defined) and in accordance with the laws of the State of Delaware, TGRR shall merge with and into TWH RESEARCH, with TWH RESEARCH being the corporation surviving the Merger (hereinafter sometimes referred to as the "Surviving Corporation") as a corporation organized and existing under the laws of the State of Delaware.

ARTICLE 2
EFFECTIVE DATE

Articles of Merger executed in accordance with the laws of the State of Delaware shall be filed with the Secretary of State of the State of Delaware. The Merger shall become effective on the filing of the Articles of Merger relating to the Merger with the Secretary of State of the State of Delaware (such date hereinafter sometimes referred to as the "Effective Date of the Merger").

ARTICLE 3
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Corporation. Upon the Merger becoming effective and by virtue thereof:

(i) The separate corporate existence of TGRR and TWH RESEARCH shall cease and TGRR and TWH RESEARCH shall become and be a single corporation, with TWH RESEARCH as the Surviving Corporation.

(ii) Except as herein specifically set forth, the identity, existence, purposes, rights, privileges, immunities, powers and authority of TWH RESEARCH shall continue in effect and be unimpaired by the Merger.

(iii) TWH RESEARCH, as the Surviving Corporation, shall, in addition to all rights, privileges, powers, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets of TGRR and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in TWH RESEARCH without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of TGRR shall be preserved unimpaired; TWH RESEARCH as the Surviving Corporation shall be subject to all of the debts, liabilities and obligations existing prior to the Merger with respect to it and TGRR and all of the debts, liabilities and obligations of TGRR shall thereafter attach to and be assumed by the Surviving Corporation to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any debt, liability or obligation or the lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

(b) Articles of Incorporation, Bylaws and Officers and Directors of Surviving Corporation. Upon the Merger becoming effective:

(i) The Articles of Incorporation of TWH RESEARCH as in effect immediately prior to the Merger becoming effective shall be the Articles of Incorporation of the Surviving Corporation, except that the Articles of Incorporation shall be amended to change the name of the Surviving Corporation to **“Teva Branded Pharmaceutical Products R&D, Inc.”**

(ii) The Bylaws of TWH RESEARCH in effect immediately prior to the Merger becoming effective shall be the Bylaws of the Surviving Corporation until

amended in the manner provided by law, the Articles of Incorporation of the Surviving Corporation and/or said Bylaws.

(iii) The officers and directors of TWH RESEARCH immediately prior to the Merger becoming effective shall continue as the officers and directors of the Surviving Corporation for the full unexpired terms of their respective offices or until their respective successors have been duly elected or appointed and qualified.

ARTICLE 4
CONVERSION AND EXCHANGE OF SHARES
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Cancellation of TGRR's Shares. Upon the Effective Date of the Merger, each share of TGRR's capital stock which is issued and outstanding immediately prior to the Effective Date of the Merger, shall be canceled and retired.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

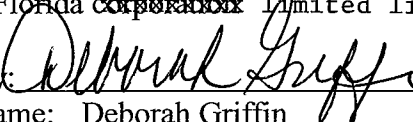
(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the respective laws of the State of Delaware.


(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

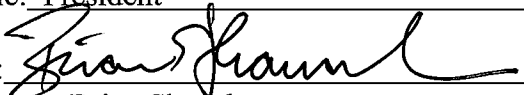
Teva Global Respiratory Research, LLC,
a Florida ~~corporation~~ limited liability company

By: 
Name: Deborah Griffin
Title: Vice President and Treasurer

By: 
Name: Brian Shanahan
Title: Assistant Secretary

Teva Women's Health Research, Inc., a
Delaware corporation

By: 
Name: William Marth
Title: President

By: 
Name: Brian Shanahan
Title: Assistant Secretary