

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Asset Transfer Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pfizer AB | | 05/28/2013 | LIMITED LIABILITY COMPANY: SWEDEN |
| RECEIVING PARTY DATA | | | |
| Name: | Pfizer Consumer Healthcare AB | | |
| Street Address: | Vetenskapsvagen 10 | | |
| City: | 191 90 Sollentuna | | |
| State/Country: | SWEDEN | | |
| Entity Type: | LIMITED LIABILITY COMPANY: SWEDEN | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1818673 | IMEDEEN | |
| Registration Number: | 1852160 | IMEDEEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | deadlinesipnyo@pfizer.com | | |
| Correspondent Name: | Matthew A. Pater | | |
| Address Line 1: | Five Giralda Farms | | |
| Address Line 4: | Madison, NEW JERSEY 07940 | | |
| ATTORNEY DOCKET NUMBER: | G386126 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |

CH \$65.00 1818673

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew A. Pater

Signature:

/map/

Date:

09/04/2013

Total Attachments: 8

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Asset Transfer Agreement

dated 28 May 2013

by and between

Pfizer AB

and

Pfizer Consumer Healthcare AB

regarding transfer of Hälsoprodukter Forserum AB's assets transferred to Pfizer AB on 1 December 2012

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SCHEDULES

Exhibit A Asset Transfer Agreement between Hälsoprodukter Forserum AB and
Pfizer AB dated 1 December 2012

This Asset Transfer Agreement is dated 28 May 2013 and made between:

- (1) **Pfizer AB**, Reg. No. 556059-6255, a limited liability company incorporated under the laws of Sweden (the "**Seller**"); and
- (2) **Pfizer Consumer Healthcare AB**, Reg. 556615-3416, a limited liability company incorporated under the laws of Sweden No. (the "**Buyer**").

Each of the Seller and the Buyer is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

BACKGROUND

- A. The Seller and the Buyer are both conducting business within the biomedical and pharmaceutical industry and are part of the same group. As part of an on-going restructuring of the group the Seller acquired Hälsoprodukter Forserum AB's business on 1 December 2012 (the "**Acquisition Date**") pursuant to the agreement set out in Exhibit A (the "**ATA**" and the "**Acquired Business**" respectively). The Seller now wishes to sell and assign the Acquired Business except for the receivables and the liabilities that have been settled since the Acquisition Date (the "**Transferred Business**"), and the Buyer wishes to acquire and assume the Transferred Business.
- B. Capitalized terms, used but not defined, in this Agreement shall have the same meaning ascribed to them in the ATA.
- C. In view of the foregoing, the Seller and the Buyer have agreed as follows.

1. DEFINITIONS

"**Acquired Business**" is defined in Recital A.

"**Acquisition Date**" is defined in Recital A.

"**Agreement**" means this asset transfer agreement, including the schedules hereto, as amended from time to time.

"**ATA**" is defined in Recital A.

"**Buyer**" has the meaning set out in the introductory paragraph (2) of this Agreement.

"**Party**" has the meaning set out in the introductory paragraph of this Agreement.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Seller**" has the meaning set out in the introductory paragraph (1) of this Agreement.

"**Transferred Business**" is defined in Recital A and includes, for the avoidance of doubt, the Contracts listed in Exhibit A (II) of the ATA and the trademarks listed in Exhibit A(I) to the ATA.

2. SALE AND TRANSFER

On the terms and subject to the conditions set forth in this Agreement, the Seller hereby sells and assigns and the Buyer hereby purchases and assumes the Transferred Business.

3. PURCHASE PRICE

- 3.1 The purchase price for the Transferred Business shall correspond to the purchase price of the Acquired Business paid by the Seller to Hålsoprodukter Forserum AB under the ATA *less* the amount of the receivables included in the Acquired Business that have been settled since the Acquisition Date and *plus* the amount of the liabilities included in the Acquired Business that have been settled since the Acquisition Date (the "Purchase Price").
- 3.2 The Parties agree that the transfer of the Transferred Business pursuant to this Agreement is a "transfer of a business" for value added tax purposes and, accordingly, the Parties acknowledge that no value added tax is payable. In the event that value added tax would be payable, value added tax shall be added to the Purchase Price in accordance with applicable law, and the Buyer undertakes to pay to the Seller, against receipt of invoice, value added tax on the Purchase Price or, in case only part of the transfer of Transferred Business hereunder is subject to value added tax, on the portion of the Purchase Price subject to value added tax.
- 3.3 The Parties shall as soon as possible after the date hereof calculate the Purchase Price and the Buyer shall pay the Purchase Price to the Seller within ten (10) days from the date on which the Parties have agreed on the calculations by transferring an amount equivalent to the Purchase Price to a bank account designated by the Seller.

4. DELIVERY, TITLE AND RISK

- 4.1 Subject to Section 5, title to the Transferred Business and obligations for the Liabilities transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass to the Buyer on the date hereof and all revenues, costs and expenses related or attributable to the Transferred Business or to the Liabilities incurred, due, or accrued on that date and onwards shall be for the account of the Buyer.
- 4.2 Subject to Section 5, rights and obligations under the Contracts transferred and assigned to the Buyer pursuant to this Agreement (and the risk of loss or damage thereto) shall pass to the Buyer on the date hereof and all revenues, costs and expenses related or attributable to the Contracts incurred, due or accrued on that date and onwards shall be for the account of the Buyer.

5. COVENANTS

5.1 Transfer of Contracts

- 5.1.1 Contracts that do not require third party approval to be transferred, shall be deemed transferred on the date set out in Section 4.2.
- 5.1.2 In relation to Contracts that require third party approval to be transferred, the Parties shall, as soon as practically possible after date of this Agreement, jointly contact those third parties and the Parties shall use their respective reasonable best efforts to seek to obtain the approval to transfer the third party contracts concerned.

5.1.3 In case of Contracts that require third party approval to be transferred, and in case such consent is obtained by the date set out in Section 4.2, such contracts will be transferred on the date set out in Section 4.2.

5.1.4 In case of Contracts that require third party approval to be transferred, and in case such consent is not obtained by the date set out in Section 4.2, the provisions set out in Section 5.2 shall apply to such Contracts.

5.2 Interim contract administration

5.2.1 The Buyer shall, to the extent possible, perform the Seller's undertakings under the Contracts on behalf of the Seller and the Seller shall grant the Buyer the same rights, use and benefit of such Contracts that the Seller has and the Buyer shall, as between the Parties, be responsible for the observance and compliance with the Seller's obligations and liabilities under such Contracts to the same extent as if the Buyer was the party thereto. Accordingly, all revenues and costs attributable to the relevant agreement shall be allocated to the Buyer instead of the Seller and the Seller shall account for any amounts received by the Seller under any such agreements to the Buyer. Notwithstanding the above, until such time as approval to transfer such agreements take place, any contractual obligations and liabilities arising out of said agreements shall in relation to the third party remain with the Seller.

5.2.2 In the event that the preceding paragraph applies, the Seller shall as between the Parties administer the Contracts.

5.2.3 In relation to actual payments to or from third parties under the Contracts where approval to transfer the Contract has not been obtained, the following shall apply:

- (a) the Seller will continue to pay any invoices in respect of the Contract following payment to the Seller by the Buyer of such payments unless it is possible for the Buyer to directly pay to the third party. In the event the Seller would be charged any penalty payments due to late payment caused by the Buyer, the Buyer shall reimburse the Seller for such penalty payments; and
- (b) the Parties will use commercially reasonable efforts in order to enable the Buyer to directly receive any payments due from the third party. Where such direct payment is not reasonably possible, the Seller will continue to receive any payments due from the third parties but shall promptly forward such payments to the Buyer.

5.2.4 The Seller will use commercially reasonable efforts to enforce the Contracts as directed by the Buyer, including exercising (at the Buyer's cost) any purchase rights on behalf of the Buyer where the Buyer directs the Seller to do so.

5.2.5 In relation to VAT (and/or similar sales taxes), the Parties shall use commercially reasonable efforts in order to take such actions that are required in order to ensure that VAT does not become a final cost to either Party. In the event that VAT would become a final cost to the Seller, the Buyer shall reimburse the Seller for such cost.

5.2.6 As soon as practically possible after obtaining the third party approval for the transfer of the Contracts concerned, the Parties shall take all actions reasonably required in order to effect the

transfer of the Contracts concerned, but without any obligation on either Party to pay any transfer fees or similar.

- 5.2.7 If the necessary third party approval required in order to transfer any Contract is not obtained prior to expiry of the ordinary term of such Contract or during a current extension term (hence, excluding not yet commenced extensions of the relevant Contract or any not yet commenced automatic extensions of such agreements), then such agreement shall expire (or be terminated by the Seller, at the Buyer's timely request, if required to avoid automatic extension pursuant to the terms of such Contract) and not be renewed/extended unless the Parties agree otherwise. Hence, the Seller shall not have any obligation to renew/extend any such Contract unless done in accordance with the preceding sentence.
- 5.2.8 Without prejudice to what is set out in Sections 5.2.1 – 5.2.7 above, the Buyer shall, in its sole discretion, have the right to terminate any Contract which is referred to in said Sections at the expiry of the ordinary term of such Contract. In such event, the Buyer shall instruct the Seller to give notice of termination in respect of such Contract.
- 5.2.9 The Seller shall have no liability in relation to the Buyer in the event that consent to the assignment of a Contract is refused.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Seller makes the following representations and warranties.
- 6.2 The Seller is duly organised and validly existing under the laws of Sweden.
- 6.3 The Seller owns, free and clear of all encumbrances the Transferred Business under this Agreement.

7. DISPUTES

- 7.1.1 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

8. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Sweden, without giving regard to its principles of conflicts of laws.

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IN WITNESS WHEREOF, this Agreement has been signed in two originals, of which the parties have received one each.

Date: 28 May 2013

Pfizer AB

By:


Signature

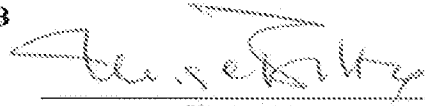
Name in capital letters:

Roger Muller

Date: 28 May 2013

**Pfizer
Consumer
Healthcare AB**

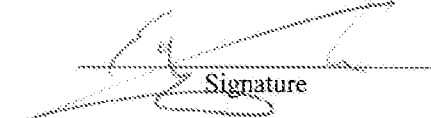
By:


Signature

Name in capital letters:

Roger Muller

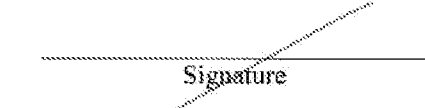
X By:


Signature

Name in capital letters:

Roger Muller

By:


Signature

Name in capital letters:

Roger Muller

EXHIBIT A

Asset Transfer Agreement between Hälsoprodukter Forserum AB and Pfizer AB dated 1 December 2012