

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/01/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fournier Industrie Et Sante		10/01/2012	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Abbott Laboratories		
Street Address:	100 Abbott Park Road		
City:	Abbott Park		
State/Country:	ILLINOIS		
Postal Code:	60064		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2300674	TRICOR	
Registration Number:	3587733	TRILIPIX	
CORRESPONDENCE DATA			
Fax Number:	8479382623		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-937-3386		
Email:	trademarks@abbvie.com		
Correspondent Name:	Cheryl A. Withycombe		
Address Line 1:	1 N. Waukegan Rd.		
Address Line 2:	Dept. V377, Bldg. AP34-2		
Address Line 4:	North Chicago, ILLINOIS 60064		
ATTORNEY DOCKET NUMBER:	00015908		
NAME OF SUBMITTER:	Cheryl A. Withycombe		
SIGNATURE:	/Cheryl A. Withycombe/		
DATE SIGNED:	07/22/2014		
Total Attachments: 7			
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AGREEMENT FOR
THE TRANSFER OF A BUSINESS

BETWEEN THE UNDERSIGNED:

Fournier Industrie et Santé SA, a French simplified joint-stock corporation (*société par actions simplifiée*) with a share capital of Euros, with its registered office located at 28 boulevard Clémenceau – 21000 Dijon, registered with the Trade and Companies Registry of Dijon under number 015 450 752, duly represented,

(hereafter referred to as "FIS")

ON THE ONE HAND

AND:

Abbott Laboratories, a company incorporated under the laws of the United States of America, with its registered office located 100 Abbott Park Road, Abbott Park, Illinois, 60064, United States of America, duly represented,

(hereafter referred to as "Abbott")

ON THE OTHER HAND

FIS and Abbott hereafter collectively referred to as the "**Parties**".

WHEREAS, FIS owns and operates certain trademarks used in the United States pharmaceutical business with respect to the products Tricor and Trilipix (hereafter referred to as the "**Business**").

WHEREAS, FIS desires to sell to Abbott, and Abbott desires to purchase from FIS, under the conditions set forth herein, the Business consisting solely of the assets identified in Article 1.2. hereof, effective as of October 1, 2012 (hereafter referred to as the "**Closing Date**").

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1 – PURCHASE AND SALE

- 1.1 Subject to the terms and conditions of this agreement (hereafter referred to as this "Agreement"), FIS hereby sells to Abbott, and Abbott hereby purchases from FIS, the Business operated by FIS at 28 boulevard Clémenceau – 21000 Dijon, effective as of the Closing Date.
- 1.2. The Business consists solely of a) the FIS's US trademarks as listed in Schedule 1 attached hereto, b) the contracts exclusively related to the Business as listed in Schedule 2 attached hereto and c) the goodwill attached to the Business;
- 1.3 All of the FIS assets that are not included in the Business are excluded from the sale pursuant to this Agreement and will remain owned by FIS.

ARTICLE 2 – PURCHASE PRICE

The transfer under this Agreement is made and accepted in consideration for a purchase price of
(hereafter referred to as the "Purchase Price").

ARTICLE 3 – ALLOCATION OF THE PURCHASE PRICE

For the exclusive purpose of registration formalities, the Purchase Price will be allocated as follows:

Fixed assets: Business

SUBJECT TO REGISTRATION DUTIES

In accordance with the provisions of the Article 257 bis of the French Tax Code, this transfer is exempted from VAT. In this respect, the Parties declare to be both liable to pay VAT.

ARTICLE 4 – PAYMENT OF THE PURCHASE PRICE

The payment of the Purchase Price will be paid by Abbott to FIS by way of a promissory note. The payment of the Purchase Price shall occur within thirty (30) days of the Closing Date.

The Parties hereby expressly waive the right to have the Purchase Price deposited with an escrow agent (*agent de séquestre*) and acknowledge that they have been informed of the possibility for the creditors to file any objections and of the legal deadline related to such objections, in accordance with the provisions of Articles L. 141-12 and seq. of the French Commercial Code.

In order for Abbott not to be held liable, FIS agrees to satisfy the claim of any creditor that would file objections until the expiration of the legal deadline related to such objections (including the tax authorities under the terms of Articles 201 and 1684-1 of the French Tax Code), as provided for in Article L. 141-14 of the French Commercial Code.

ARTICLE 5 – DECLARATIONS BY THE PARTIES

The Parties acknowledge that they have been informed of the sanctions applicable to the understatement and dissimulation regarding the Purchase Price and to the false statements of sincerity.

ARTICLE 6 – COVENANTS BY THE PARTIES

- 6.1 The Parties agree to cooperate, execute and submit all other documents, deeds of assignment or transfer, records, books and registers, and to carry out all other actions that might be reasonably required in order to successfully consummate the transactions contemplated under this Agreement.
- 6.2 All of the registration duties ("*droits d'enregistrement*") that may be payable in connection with this Agreement or the transactions contemplated hereunder shall be exclusively borne by Abbott. Abbott will carry out the registration formalities required by French tax law.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES OF FIS

At the execution date of this Agreement, FIS hereby represents and warrants the following:

- 7.1 FIS is the owner of the Business, insofar as it created the Business on January 1, 1942.
- 7.2 FIS hereby represents that the net profit of the Business (not including VAT) for the periods set forth below was approximately as follows:

January 1, 2009 to December 31, 2009

January 1, 2010 to December 31, 2010

January 1, 2011 to December 31, 2011

For the same period, the operating results of the Business were approximately as follows:

January 1, 2009 to December 31, 2009

January 1, 2010 to December 31, 2010

January 1, 2011 to December 31, 2011
- 7.3 FIS hereby represents that the Business is not subject to any lien (*privilège*), security registration (*inscription*) or any other obligation in favour of any creditors. If any such security interest exists when the formalities required for the assignment contemplated hereunder are carried out, FIS hereby agrees to procure the release and cancellation of any such security interest(s) at its expense within one month upon a request submitted by Abbott to FIS.

- 7.4 FIS and Abbott hereby represent that they have inspected FIS's accounting books relating to the Business for the three fiscal years preceding the Closing Date and they hereby acknowledge that each of them has a copy of a list of such books in its possession, which has been prepared and signed by the Parties. FIS hereby agrees, pursuant to applicable law, to keep such accounting books at Abbott's disposal for three (3) years from the Closing Date at FIS's registered office or at any other location that may be designated by FIS.
- 7.5 FIS hereby represents that it is not subject to any bankruptcy reorganisation proceedings (*redressement judiciaire*), bankruptcy liquidation proceedings (*liquidation judiciaire*) or any amicable settlement with creditors (*règlement amiable*).
- 7.6 FIS hereby represents that the Business is not operated / located within a specific protected area (*périmètre de sauvegarde du commerce et de l'artisanat de proximité*) entitling the municipality of Dijon to benefit from a pre-emption right to acquire the Business, as provided by a Decree dated December 26, 2007.

ARTICLE 8 - CONFIDENTIALITY

The Parties and their respective representatives undertake not to reveal or use any confidential information relating to Abbott, FIS or the Business, unless mandated by applicable law.

ARTICLE 9 - JURISDICTION

This Agreement, as well as any dispute related to or resulting from this Agreement, shall be governed by French law.

ARTICLE 10 - SINCERITY DECLARATION

The Parties declare under the penalties prescribed by article 8 of the Law of April 18, 1918 (article 1837 of the General Tax Code), that this Agreement reflects the entire amount of the Purchase Price.

ARTICLE 11 - PUBLICITY AND REGISTRATION FORMALITIES

Abbott shall carry out, within the deadlines required by law, all of the publications and formalities relating to the transfer of the Business, as required under articles L. 144-1 et seq. of the Code of Commerce, and shall bear the costs related thereto.

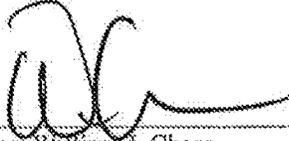
FIS's creditors may file any objections at the address of the Business, i.e. 28 boulevard Clémenceau - 21000 Dijon.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in six (6) originals at the date set forth below.

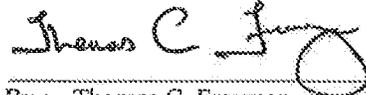
on October 1, 2012

Fournier Industrie et Santé SA

Abbott Laboratories



By : William J. Chase
Authorized Representative



By : Thomas C. Freyman
Executive Vice President,
Finance and Chief Financial
Officer

Schedule I

US Trademarks

MarkName	Country	Owner	Current Appl. No.	Current Appl. Date	Current Reg. No.	Current Reg. Date
TRICOR	United States	FOURNIER INDUSTRIE ET SANTE	75419133	01/16/1998	2300674	12/14/1999
TRILPIX	United States	FOURNIER INDUSTRIE ET SANTE	77116366	02/26/2007	3587733	03/10/2009

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Schedule 2
Transferred Contracts

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