

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328052

| | | | |
|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Novartis AG | | 01/01/2015 | CORPORATION: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Novartis Tiergeschundheit AG | | |
| Street Address: | Werk Rosental | | |
| Internal Address: | WRO-1032 Postfach | | |
| City: | CH-4002 Basel | | |
| State/Country: | SWITZERLAND | | |
| Entity Type: | CORPORATION: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2810751 | FLAVOR TABS | |
| Registration Number: | 2193259 | SENTINEL | |
| Registration Number: | 3713732 | SENTINEL SPECTRUM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3172761919 | | |
| <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: | 317-276-9624 | | |
| Email: | trademarks@lilly.com | | |
| Correspondent Name: | Robert E. Lee, Jr. | | |
| Address Line 1: | Lilly Corporate Center | | |
| Address Line 4: | Indianapolis, INDIANA 46285 | | |
| NAME OF SUBMITTER: | Robert E. Lee, Jr. | | |
| SIGNATURE: | /reljr44/ | | |
| DATE SIGNED: | 01/06/2015 | | |
| Total Attachments: 4 | | | |
| source=Global 54 - Confirmatory Trademark Assignment - Sentinel assets - Executed Version#page1.tif | | | |
| source=Global 54 - Confirmatory Trademark Assignment - Sentinel assets - Executed Version#page2.tif | | | |
| source=Global 54 - Confirmatory Trademark Assignment - Sentinel assets - Executed Version#page3.tif | | | |

CH \$90.00 2810751

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”), dated as of January 1, 2015 (“**Effective Date**”), is made by and between Novartis AG (“**Assignor**”) and Novartis Tiergesundheit AG (“**Assignee**”). Both Assignor and Assignee are collectively referred to herein as the “**Parties.**”

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor’s rights, title, and interest in and to the trademarks listed in **Schedule A** attached hereto (“**Assigned Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all rights, title, and interests Assignor holds, or may hold, in and to the Assigned Trademarks, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to, and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted, or reissued, or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned under this Assignment.
2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
3. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

NOVARTIS AG

By: [Signature]
Name: JN Emery
Title: Attorney-in-fact

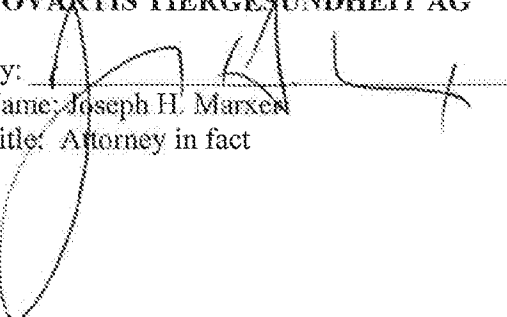
By: [Signature]
Name: Richard Ruck
Title: Attorney-in-fact

Sworn to and subscribed before me
this 1st day of January, 2015

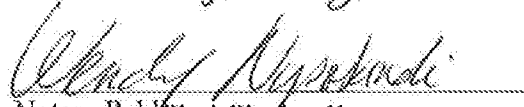
[Signature]

Notary Public
PAUL KENDALL HUMPHREYS
Notary Public, State of New York
No. 02HU6223562
Qualified in New York County
Commission Expires June 14, 20____
My Commission Expires:

NOVARTIS TIERGESUNDHEIT AG

By: 
Name: Joseph H. Marxer
Title: Attorney in fact

Sworn to and subscribed before me
this 7 day of January 2015


Notary Public Wendy Wysokowski
Notary Public, State of New York
No. 01WY6269833
Qualified in Richmond County
Commission Expires March 24, 2018
My Commission Expires:

Schedule A

| Trademark | USPTO Reg. No. | Owner |
|-------------------|--|---------------------------|
| FLAVOR TABS | 2810751 | NOVARTIS AG (SWITZERLAND) |
| SENTINEL | 2193259 | NOVARTIS AG (SWITZERLAND) |
| SENTINEL SPECTRUM | 3713732 | NOVARTIS AG (SWITZERLAND) |
| SPECTRUM | 3508817 (and the US extension of the following International Registration Number: 0917080) | NOVARTIS AG (SWITZERLAND) |