

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novartis AG		12/17/2014	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Dr. Reddy's Laboratories S.A.
Street Address:	Elisabethenanlage II 4051 Basel
City:	Basel
State/Country:	SWITZERLAND
Postal Code:	4051
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4637378	HABITROL
Registration Number:	4677347	HABITROL TAKE CONTROL SUPPORT PROGRAM
Serial Number:	86179358	STOP CRAVING, START SAVING
Serial Number:	86179416	CRAVE LIFE, NOT CIGARETTES
Serial Number:	86304121	A SERIOUS OPTION FOR SERIOUS QUITTERS

CORRESPONDENCE DATA

Fax Number: 7039685500

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.

Phone: (703) 968-8600

Email: Peter@Ferrellaw.com

Correspondent Name: FERRELLS, PLLC

Address Line 1: P. O. Box 312

Address Line 2: Peter M. Ferrell III

Address Line 4: Clifton, VIRGINIA 20124-1706

ATTORNEY DOCKET NUMBER: HABITROL ETC.

DOMESTIC REPRESENTATIVE

Name: Peter M. Ferrell III

CH \$140.00 4637378

Address Line 1:	P. O. Box 312
Address Line 4:	Clifton, VIRGINIA 20124-1706
NAME OF SUBMITTER:	Peter M. Ferrell III
SIGNATURE:	/Peter M. Ferrell III/
DATE SIGNED:	01/30/2015
Total Attachments: 5 source=HABITROL Trademark and Domain Assignment Ag#page1.tif source=HABITROL Trademark and Domain Assignment Ag#page2.tif source=HABITROL Trademark and Domain Assignment Ag#page3.tif source=HABITROL Trademark and Domain Assignment Ag#page4.tif source=HABITROL Trademark and Domain Assignment Ag#page5.tif	

HABITROL TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "Assignment"), dated as of December 17, 2014 (the "Effective Date"), is made and entered into by and between Novartis AG, a corporation organized under the laws of Switzerland ("Assignor") and Dr. Reddy's Laboratories SA, a corporation organized under the laws of Switzerland ("Assignee") (each a "Party" and together, the "Parties").

A. Pursuant to that certain Asset Purchase Agreement among Assignor and Assignee dated as of October 18, 2014, (the "Asset Purchase Agreement"), under which, among other things, Novartis Consumer Health, Inc. has agreed to sell, assign, transfer, convey and deliver to Assignee the Transferred Assets and Assignee has agreed to assume the Assumed Liabilities;

B. As a condition to the Closing of the Asset Purchase Agreement, the Parties agreed to enter into this Assignment pursuant to which Assignor shall assign to Assignee all of its respective right, title and interest in and to certain trademarks and domain name registrations.

NOW THEREFORE, in consideration for the payment of the Purchase Price to be paid at the Closing and the assumption of the Assumed Liabilities, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Parties agree as follows:

1. Definition. The terms used in this Assignment with their initial letters capitalized shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, conveys and transfers to Assignee, its successors and assigns, with absolutely full title guarantee, all of Assignor's respective right, title and interest in and to the trademarks and the domain names, which are owned by Assignor as listed hereto in Schedule A (the "Transferred IP"), including all statutory and common law rights and goodwill thereby attached, and including the right to bring, make, oppose, defend, or appeal proceedings, claim, or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement, or other cause of action (including passing off) arising from ownership of any of the Transferred IP whether occurring before, on or after the date of this Assignment.

3. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered; such further documents prepared by Assignee at Assignee's expense and take such further action that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Transferred IP hereunder.

4. Assumed Agreements. Assignee acknowledges that Assignor has obtained consent to assign any letters of consent or coexistence agreements or prior rights agreements concerning the Transferred IP from any third party signatories to said agreements.

5. Governing Law / Jurisdiction. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles. Any dispute or disagreement arising out or in connection with this Assignment shall be

resolved exclusively by the competent courts in federal court (or, if such court does not have subject matter jurisdiction, state court) sitting in City and County of New York.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

NOVARTIS AG

By: 

Name: *JING ZHAO As attorney.*

Title: *Director, M + A.*

NOVARTIS AG

By: 

Name: **Jonathan Emery**

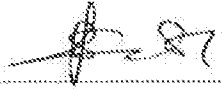
Title: **As Attorney**

[Signature Page to Habitrol Trademark and Domain Name Assignment Agreement]

TRADEMARK

REEL: 005450 FRAME: 0162

DR. REDDY'S LABORATORIES SA

By: 

Name: SAUMEN CHAKRABARTY
Title: DIRECTOR

DEC 17, 2014



[Signature Page to Habitrol Trademark and Domain Name Assignment Agreement]

SCHEDULE A

TRANSFERRED TRADEMARKS

Trademark	Country	App. Date	App. No.
HABITROL	Unites States	June 27, 2014	86322221
HABITROL TAKE CONTROL SUPPORT PROGRAM & Design	United States	September 23, 2013	86071910
A SERIOUS OPTION FOR SERIOUS QUITTERS	United States	June 9, 2014	86304121
STOP CRAVING, START SAVING	United States	January 30, 2014	86179358
CRAVE LIFE NOT CIGARETTES	United States	January 30, 2014	86179416

TRANSFERRED DOMAIN NAME REGISTRATION

Habitrol.com
Cravelifenotcigarettes.com
habitrol2quit.com*
habitrolncg.com*
habitrols2s.com*
habitrolsf.com*
habitroltakecontrol.com*
habitroltoquit.com*

*Registration active but website not currently in use.