

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339948

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forest Laboratories, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	AstraZeneca UK Limited
Street Address:	2 Kingdom Street
City:	London
State/Country:	ENGLAND
Postal Code:	W2 6BD
Entity Type:	private limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	85936347	ADORZAN
Serial Number:	85828628	MORE MATTERS WITH COPD
Serial Number:	86086457	STRIDE START TREATMENT. REAL-TIME INFORM
Serial Number:	85936319	TOZARIA
Serial Number:	85936324	TUARZI
Serial Number:	85929586	TUCUPLI
Serial Number:	85936336	TUDACOM
Serial Number:	85936315	TUDCOMBI
Serial Number:	85936325	TUDETCO
Serial Number:	85936332	TUDIKOM
Serial Number:	85936322	TUDRASYM
Serial Number:	85936345	TUSYMKO
Serial Number:	85936334	TUTACOM
Serial Number:	85936341	TUDAKOM
Serial Number:	85936331	TUDELCO
Serial Number:	85936338	TUDICOM
Serial Number:	85936314	TUDIZAD
Serial Number:	85929583	TUETTO
Serial Number:	85936344	TUSYMZA

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3028859717*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:** 3028854268**Email:** trademarks@astrazeneca.com**Correspondent Name:** Wm. Charles Saunders**Address Line 1:** 1800 Concord Pike**Address Line 2:** FOP3-318**Address Line 4:** Wilmington, DELAWARE 19850-5437

ATTORNEY DOCKET NUMBER:	ASSIGNMENT - FOREST AZ UK
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NAME OF SUBMITTER:	Wm. Charles Saunders
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SIGNATURE:	/wcs/
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DATE SIGNED:	04/30/2015
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Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made as of March 2, 2015, by and between Forest Laboratories, LLC, a Delaware limited liability company (“**Forest**”) and AstraZeneca UK Limited, a private limited company registered in England and Wales (“**Purchaser**”). Each of Forest and Purchaser may be referred to, individually, as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS

WHEREAS, Forest is the legal and registered owner of the trademark registrations and applications set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Purchased Trademarks**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 4, 2015, by and among Forest, Forest Laboratories Canada Inc. and Forest Laboratories Holdings Limited (collectively, “**Sellers**”) on the one hand and Purchaser on the other hand (the “**Asset Purchase Agreement**”), Purchaser has agreed, inter alia, to acquire from Sellers, and Sellers have agreed to sell, convey, assign, transfer and deliver to Purchaser the Purchased Trademarks, together with all common law rights therein and all goodwill of the business connected with and symbolized by the Purchased Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Asset Purchase Agreement, this Trademark Assignment and the other Ancillary Agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
- 2. Conveyance and Acceptance of Purchased Trademarks.** In accordance with the provisions of the Asset Purchase Agreement, (a) Forest hereby irrevocably, without reservation, sells, conveys, assigns, transfers and delivers to Purchaser (or its designee) all of its right, title and interest in and to the Purchased Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademarks, all rights to bring an action, whether at law or in equity, for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any Third Party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademarks, and all goodwill of the business connected with and symbolized by the Purchased

Trademarks, and (b) Purchaser hereby accepts such sale, conveyance, assignment, transfer and delivery.

- 3. Recordation.** Forest hereby authorizes Purchaser to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant Governmental Entities. All costs and expenses associated with the recordation of the Purchased Trademarks shall be borne solely by Purchaser.
- 4. Further Assurances.** Forest agrees, at Purchaser's expense, to take such further action and to execute and deliver such additional instruments and documents as may be necessary or as Purchaser may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment, including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Purchased Trademarks by Purchaser and to record Purchaser as the owner of the Purchased Trademarks. Within five (5) days after execution hereof, Forest shall deliver, or instruct Forest's counsel to deliver, to Purchaser a list of all deadlines relating to the Purchased Trademarks that will occur within the six (6) month period after the date hereof. Furthermore, Forest shall deliver, or instruct Forest's trademark counsel to deliver, to Purchaser the original files of Forest or Forest's trademark counsel relating to the Purchased Trademarks, including without limitation any and all documents reflecting first use of any of the Purchased Trademarks, representative specimens showing current use of each of the Purchased Trademarks (to the extent such Purchased Trademark is currently in use or if the Purchased Trademark is no longer in use, the date of last use) and any documents except for any document to the extent the disclosure thereof would waive the attorney/client privilege relating to the validity or enforceability of any of the Purchased Trademarks, it being understood that Forest shall promptly initiate the delivery process and that all original files shall be delivered to Purchaser no later than thirty (30) days after the execution hereof. Forest also shall promptly forward, or instruct Forest's trademark counsel to forward, to Purchaser any correspondence, notices, or other communication relating to the Purchased Trademarks that Forest or Forest's trademark counsel may receive from any trademark office or from any Third Party in connection with or relating to the Purchased Trademarks.
- 5. Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Purchaser or Sellers set forth in the Asset Purchase Agreement. This Trademark Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.

6. Miscellaneous.

- (a) **Governing Law.** This Trademark Assignment, and any dispute arising out of, relating to or in connection with this Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the substantive Laws of any jurisdiction other than the State of Delaware.
- (b) **Amendment.** This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.
- (c) **Waiver.** Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no failure or delay on the part of Forest, on the one hand, and Purchaser, on the other hand, in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the Party giving such waiver.
- (d) **Assignment.** None of the Parties shall be permitted to assign this Trademark Assignment or any of its rights or obligations under this Trademark Assignment without Forest's (in the case of Purchaser) or Purchaser's (in the case of Forest) express, prior written consent, except that each Party may assign this Trademark Assignment and/or any of its rights hereunder, in whole or in part, to an Affiliate without the other Parties' consent; provided, that no such assignment shall relieve such Party of any of its obligations under this Trademark Assignment and no such assignment shall result in an increase in Transfer Taxes or withholding (or similar Taxes) on payments to Forest hereunder or to Sellers under the Asset Purchase Agreement. Any such purported assignment or sublicense in violation of this Trademark Assignment shall be null and void ab initio.
- (e) **Severability.** If any provision of this Trademark Assignment is prohibited or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor the remaining provisions hereof, nor render unenforceable such provision in any other jurisdiction, unless the effect of rendering such provision ineffective would be to substantially deviate from the expectations and intent of the Parties in entering into this Trademark Assignment. In the

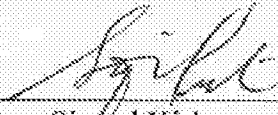
event any provisions of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the Parties shall use reasonable best efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes hereof.

- (f) **Counterparts.** This Trademark Assignment and any amendment or supplement hereto may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. This Trademark Assignment shall become binding when any number of counterparts, individually or taken together, shall bear the signatures of all Parties. This Trademark Assignment may be executed and delivered by facsimile or any other electronic means, including “.pdf” or “.tiff” files, and any facsimile or electronic signature shall constitute an original for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered by the authorized officers of Forest and Purchaser as of the date first above written.

FOREST LABORATORIES, LLC

By: 
Name: Sigurd Kirk
Title: Senior Vice President,
Corporate Business Development

ASTRAZENECA UK LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered by the authorized officers of Forest and Purchaser as of the date first above written.

FOREST LABORATORIES, LLC


By: _____
Name:
Title:

ASTRAZENECA UK LIMITED

By: Liam McIlveen
Name:
Title: **WILLIAM "LIAM" MCILVEEN
AUTHORISED SIGNATORY**

[Signature Page to Trademark Assignment]

SCHEDULE A
PURCHASED TRADEMARKS

Trademark	Country	Owner	Status	Filing Date	Reg. Date	Filing No.	Reg. No.
ADORZAN	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936347	n/a
MORE MATTERS WITH COPD	US	Forest Laboratories, LLC	Registered	1/22/2013	8/27/2013	85828628	4392117
	US	Forest Laboratories, LLC	Pending	10/8/2013	n/a	86086457	n/a
TOZARIA	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936319	n/a
TUARZI	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936324	n/a
TUCUPLI	US	Forest Laboratories, LLC	Pending	5/12/2013	n/a	85929586	n/a
TUDACOM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936336	n/a
TUDAKOM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936341	n/a
TUDCOMBI	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936315	n/a
TUDELCO	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936331	n/a
TUDETCO	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936325	n/a
TUDICOM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936338	n/a
TUDIKOM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936332	n/a
TUDIZAD	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936314	n/a
TUDRASYM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936322	n/a
TUETTO	US	Forest Laboratories, LLC	Pending	5/12/2013	n/a	85929583	n/a
TUSYMKO	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936345	n/a
TUSYMZA	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936344	n/a
TUTACOM	US	Forest Laboratories, LLC	Pending	5/19/2013	n/a	85936334	n/a