

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZymoGenetics, Inc.		02/06/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Medicines Company		
<b>Street Address:</b>	8 Sylvan Way		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3432311	RECOTHROM	
<b>Registration Number:</b>	3477825		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125549623		
<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>			
<b>Phone:</b>	2126132023		
<b>Email:</b>	ipdocket@gibbonslaw.com		
<b>Correspondent Name:</b>	Paolo A. Strino		
<b>Address Line 1:</b>	37th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10119		
<b>ATTORNEY DOCKET NUMBER:</b>	101882-90286		
<b>NAME OF SUBMITTER:</b>	Paolo A. Strino		
<b>SIGNATURE:</b>	/PAS/		
<b>DATE SIGNED:</b>	07/27/2015		
<b>Total Attachments: 7</b>			
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## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement"), dated as of February 6, 2015, is made and entered into by and among BRISTOL-MYERS SQUIBB COMPANY, a Delaware corporation ("BMS"), ZYMOGENETICS, INC., a Washington corporation, ZYMOGENETICS, LLC, a Delaware limited liability company (together with BMS, "Assignors"), and THE MEDICINES COMPANY, a Delaware corporation ("Assignee") (each a "Party," and together, the "Parties").

A. Pursuant to that certain Master Transaction Agreement between BMS and Assignee, dated as of December 11, 2012 (the "Master Transaction Agreement"), among other things, BMS has agreed to, and to cause the Selling Affiliates to, sell, assign, transfer, convey and deliver to Assignee all the right, title and interest of BMS and the Selling Affiliates in, to and under the Acquired Assets (including the Transferred Trademark Rights and the trademark registrations, trademark applications, service mark registrations and service mark applications included in the Transferred Other Intellectual Property) in consideration for the payment by Assignee of the Purchase Price and the assumption by Assignee of the Assumed Liabilities (all capitalized terms used but not defined herein shall have the meanings given such terms in the Master Transaction Agreement); and

B. As a condition to the Purchase Closing, the Parties agreed to enter into this Agreement pursuant to which each Assignor shall assign to Assignee all of such Assignor's right, title and interest in, to and under the Transferred Trademark Rights and the trademark registrations, trademark applications, service mark registrations and service mark applications included in the Transferred Other Intellectual Property.

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

1. Assignment. Each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, all of such Assignor's right, title and interest in, to and under the following (collectively, the "Transferred Intangible Assets"):

- (a) the Transferred Trademark Rights (attached hereto as Schedule A).
- (b) the trademark registrations, trademark applications, service mark registrations and service mark applications included in the Transferred Other Intellectual Property (attached hereto as Schedule B)

2. Due Authorization. Each Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Transferred Intangible Assets to Assignee.

3. Governing Law; Amendment. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts

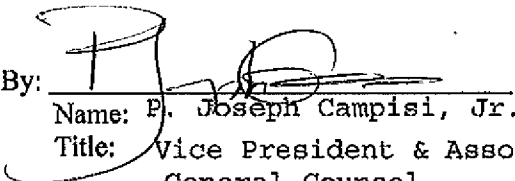
of law principles of such State. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of BMS and Assignee.

4. Counterparts. This Agreement 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.

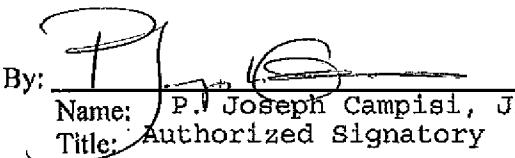
*[Signature Page Follows]*

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

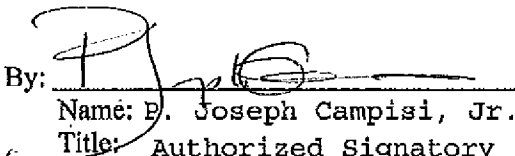
BRISTOL-MYERS SQUIBB COMPANY

By:   
Name: P. Joseph Campisi, Jr.  
Title: Vice President & Associate  
General Counsel

ZYMOGENETICS, INC.

By:   
Name: P. Joseph Campisi, Jr.  
Title: Authorized Signatory

ZYMOGENETICS, LLC

By:   
Name: P. Joseph Campisi, Jr.  
Title: Authorized Signatory

THE MEDICINES COMPANY

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK  
REEL: 005585 FRAME: 0415

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

BRISTOL-MYERS SQUIBB COMPANY

By: \_\_\_\_\_  
Name:  
Title:

ZYMOGENETICS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ZYMOGENETICS, LLC

By: \_\_\_\_\_  
Name:  
Title:

THE MEDICINES COMPANY

By:  \_\_\_\_\_  
Name: *Stephan Rodin*  
Title: *SVP + General Counsel*

Schedule A

Transferred Trademark Rights

See attached.

Country	Trademark	Appln No	Reg No	Ref Dt	Owner	Class(es)	Goods
Canada	RECOTHROM	1364216	TMA767382	19-May-25	ZymoGenetics Inc.		Pharmaceutical preparations, namely, clotting agents, clotting preparations, and agents for converting and activating clotting polymers for use in the control of bleeding associated with a wide range of surgeries, trauma and burn injuries; pharmaceutical preparations for use in accelerating clotting time and arresting blood flow during medical procedures; pharmaceutical preparations for use as a topical hemostat to control surgical bleeding, for the treatment of bleeding complications, trauma and burn injuries, and to make alterations and enhancements in tissue repair; surgical preparations which are used locally or topically for hemostatic control in the form of liquid with a hemostatic effect.
United States of America	RECOTHROM	77/14674 7	3432311	20-May-18	ZymoGenetics Inc.	5 IN	Class : 05 IN Pharmaceutical preparations, namely, clotting agents, clotting preparations, and agents for converting and activating clotting polymers for use in the control of bleeding associated with a wide range of surgeries, trauma and burn injuries; pharmaceutical preparations for use in accelerating clotting time and arresting blood flow during medical procedures; pharmaceutical preparations for use as a topical hemostat to control surgical bleeding, for the treatment of bleeding complications, trauma and burn injuries, and to make alterations and enhancements in tissue repair; surgical preparations which are used locally or topically for hemostatic control in the form of liquid with a hemostatic effect.



Country	Trademark	Appln No	Reg No	Ref Dt	Owner	Class(es)	Goods
Canada	THROMBIN DESIGN	1364217	TMA767234	19-May-25	ZymoGenetics Inc.		Pharmaceutical preparations, namely, clotting agents, clotting preparations, and agents for converting and activating clotting polymers for use in the control of bleeding associated with a wide range of surgeries, trauma and burn injuries; pharmaceutical preparations for use in accelerating clotting time and arresting blood flow during medical procedures; pharmaceutical preparations for use as a topical hemostat to control surgical bleeding, for the treatment of bleeding complications, trauma and burn injuries, and to make alterations and enhancements in tissue repair; surgical preparations which are used locally or topically for hemostatic control in the form of liquid with a hemostatic effect
United States of America	THROMBIN DESIGN	77271840	3477825	29-Jul-18	ZymoGenetics Inc.	5 IN	Class : 05 IN Pharmaceutical preparations, namely, clotting agents, clotting preparations, and agents for converting and activating clotting polymers for use in the control of bleeding associated with a wide range of surgeries, trauma and burn injuries; pharmaceutical preparations for use in accelerating clotting time and arresting blood flow during medical procedures pharmaceutical preparations for use as a topical hemostat to control surgical bleeding, for the treatment of bleeding complications, trauma and burn injuries, and to make alterations and enhancements in tissue repair; surgical preparations which are used locally or topically for hemostatic control in the form of liquid with a hemostatic effect