

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck Sharp & Dohme Corp.		10/01/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bayer East Coast LLC		
Street Address:	100 Bayer Boulevard		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75464407	CLARINEX	
Serial Number:	76128970	CLARINEX-D	
CORRESPONDENCE DATA			
Fax Number:			
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	12/18/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of October 1, 2014, is entered into by and among the parties identified as Assignors on the signature pages hereof (each, an "Assignor," and collectively, the "Assignors"), and Bayer East Coast LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 5, 2014 (as amended, the "Purchase Agreement"), between Seller (as defined therein) and Bayer AG, a German stock corporation ("Buyer"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain equity interests and other assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignors have agreed to assign to Assignee, and Assignee has agreed to acquire from Assignors, all of the Assignors' right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto ("Assigned Trademarks");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Trademarks. Assignors hereby sell, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the Transferred Business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

3. Recordation. Assignors hereby authorize and request that the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignors will, at Assignee's request and expense, take any and all reasonable actions, including, without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Trademarks.

4. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

5. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

6. Entire Agreement: Conflict. This Assignment (including the Schedule to this Assignment), together with the Purchase Agreement, constitutes the entire agreement of the parties to this Assignment relating to the subject matter hereof and supersedes all prior Contracts or agreements, whether oral or written. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers, Assignee, or Assignors, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

{remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties hereto have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNORS:

Merck Sharp & Dohme Corp.

By: 

Name: Christopher Bolinger

Title: Director, Trademarks

MSD International Holdings GmbH

By: 

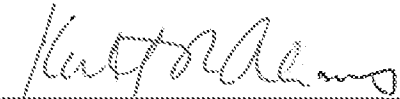
Name: Christopher Bolinger

Title: Director, Trademarks

IN WITNESS WHEREOF, the parties hereto have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNEE:

Bayer East Coast LLC

By: 

Name: Keith R. Abrams

Title: Assistant Secretary

SCHEDULE A

Assigned Trademarks

Mark	Territory	Owner	Application No.	Registration No.
CLARINEX	United States	Merck Sharp & Dohme Corp.	75464407	2455742
CLARINEX-D	United States	Merck Sharp & Dohme Corp.	76128970	2660350
HYDRASENSE	United States	MSD International Holdings GmbH	79093105	3991970