

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ortho-McNeil Pharmaceutical, Inc.		01/19/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ortho-McNeil-Janssen Pharmaceuticals, Inc.		
Street Address:	1125 Trenton-Harbourton Rd.		
City:	Titusville		
State/Country:	NEW JERSEY		
Postal Code:	08560		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0641321	BUTISOL SODIUM	
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:	732-524-2826		
Email:	mpater1@its.jnj.com		
Correspondent Name:	Matthew Pater		
Address Line 1:	1 Johnson & Johnson Plaza		
Address Line 4:	New Brunswick, NEW JERSEY 08933		
NAME OF SUBMITTER:	Matthew Pater		
SIGNATURE:	/mapjnj/		
DATE SIGNED:	02/02/2016		
Total Attachments: 5			
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AGREEMENT FOR TRANSFER OF ASSETS

AND BILL OF SALE

THIS AGREEMENT, to be effective as of the 31st day of December, 2007 (the "Effective Time"), by and between Ortho-McNeil Pharmaceutical, Inc., a corporation organized under the laws of the State of Delaware (hereinafter "Ortho") and Janssen Pharmaceutica Inc., to be renamed Ortho-McNeil-Janssen Pharmaceuticals, Inc., a corporation organized under the laws of the State of Pennsylvania (hereinafter "OMJPI").

WHEREAS, Ortho is desirous of transferring to OMJPI all assets and liabilities of Ortho; and

WHEREAS, Ortho wishes to transfer to OMJPI the above-described assets and liabilities in return for good and sufficient consideration.

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and undertakings contained in this Agreement it is agreed between the parties that:

1. Ortho, in consideration of the premises and other good and valuable consideration to it to be paid and delivered at or about the Effective Time of this Agreement, the sufficiency of which is hereby acknowledged, does hereby grant bargain, sell, assign, alien, remise, release, convey, transfer, set over and confirm, unto Ortho, its successors and assigns, forever, all the tangible businesses, properties and assets of every nature and description, wherever located, on the books or records of Ortho with respect to Ortho immediately prior to the Effective Time (the "Properties"), the same to include, without limiting the generality of the foregoing, those assets that are more particularly

described as follows:

(i) All inventories, materials, supplies, furniture, machinery, equipment, automobiles, trucks and other tangible personal property, goods and chattels of Ortho, wheresoever situated;

(ii) All rights, titles, and interest in, to and under all contracts including leases (except that nothing herein contained shall be deemed to constitute the assignment of any contract that by its terms is not assignable without the consent of the other party or parties hereto unless and until such consent shall have been obtained); provided, that to the extent necessary, Ortho shall have the right to pursue its rights under such assigned contracts;

(iii) All rights, title and interest in and to the intellectual property of Ortho including but not limited to any (i) patent, invention, formula, process, design, pattern or know-how; (ii) copyrights; (iii) trademark, trade name or brand name; (iv) method, program, system, procedure, campaign, survey, study, forecast, estimate, customer list or technical data; and

(iv) All right, title and interest in, to and under cash on hand and in banks, notes, bonds, accounts and bills receivable, books of account, records, claims, demands, judgments, equities (expressly including all shareholdings) and choices in action or other tangible property of every nature and description of Ortho.

2. For the consideration aforesaid, Ortho hereby constitutes and appoints OMJPI, its successors and assigns the true and lawful attorney or attorneys of Ortho, with full power of substitution, for Ortho and in its name and stead or otherwise, but on behalf and for the benefit of OMJPI, its successors and assigns, to demand and receive from time to

time any and all the Properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Ortho or otherwise, but at the expense and for the benefit of OMJPI, its successors and assigns, any and all proceedings at law, in equity or otherwise that OMJPI, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Properties hereby assigned, transferred and conveyed, and to defend or compromise any and all actions, suits or proceedings in respect of any of said Properties and to do all such acts and things in relation thereto as OMJPI, its successors, or assigns, shall deem desirable; Ortho hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Ortho in any manner or for any reason.

3. For the consideration aforesaid, Ortho, for itself and its successors and assigns, has covenanted, and by this Agreement does covenant, with OMJPI, its successors and assigns, that it, Ortho, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, conveying and confirming unto OMJPI, its successors and assigns, all and singular the Properties hereby assigned, transferred and conveyed as OMJPI, its successors or assigns, shall reasonably require.

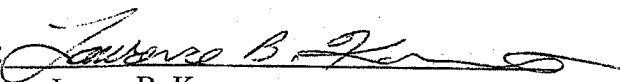
4. In consideration of the assignment, transfer and conveyance to it of the Properties, OMJPI agrees to assume and hereby does assume and agrees to pay, perform or discharge, as the case may be, all the indebtedness, liabilities and obligations of every

kind and description on the books or records of OMJPI as pertaining to Ortho. OMJPI hereby covenants and agrees with Ortho that OMJPI will forever indemnify and save harmless Ortho against all the indebtedness, liabilities and obligations aforesaid hereby assumed and agreed to be paid, performed or discharged, as the case may be, by OMJPI and to assume and complete all pending contracts of Ortho that are allocated on the books or records to Ortho immediately prior to the Effective Time and to indemnify Ortho and its officers, directors and stockholders from any liability under any such indebtedness, liabilities and obligations.

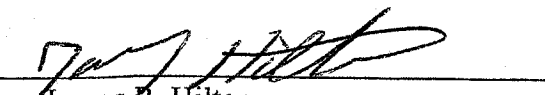
5. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, said ORTHO-MCNEIL PHARMACEUTICAL, INC.
and ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC. have caused this
Agreement to be executed in their corporate names this 19th day of January, 2008.

ORTHO-MCNEIL PHARMACEUTICAL, INC.

By: 
Name: Larry B. Kanner
Title: Assistant Treasurer

ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC.

By: 
Name: James R. Hilton
Title: Vice President