

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRISTOL-MYERS SQUIBB COMPANY		05/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RECKITT BENCKISER MEXICO, S.A. DE C.V.		
Street Address:	Campos Elíseos No. 345 - 9th Floor		
Internal Address:	Edificio Omega		
City:	Col. Chapultepec Polanco		
State/Country:	MEXICO		
Postal Code:	D. F. 11560		
Entity Type:	Corporation: MEXICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2727403	PICOT	
Serial Number:	86445413	PICOT PLUS	
Registration Number:	2707351	SAL DE UVAS PICOT	
CORRESPONDENCE DATA			
Fax Number:	2128189606		
<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:	212-404-8714		
Email:	mlerner@ssbb.com		
Correspondent Name:	Mark Lerner		
Address Line 1:	230 Park Avenue		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169		
DOMESTIC REPRESENTATIVE			
Name:	Mark Lerner		
Address Line 1:	230 Park AVENUE		
Address Line 2:	Suite 1130		
Address Line 4:	New York, NEW YORK 10169		

OP \$90.00 2727403

NAME OF SUBMITTER:	Mark Lerner
SIGNATURE:	/mark lerner/
DATE SIGNED:	06/14/2016

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of May 16, 2016, is by **BRISTOL-MYERS SQUIBB COMPANY**, a Delaware corporation ("Assignor"), in favor of **RECKITT BENCKISER MEXICO, S.A. DE C.V.**, a Mexican corporation ("Assignee"). Assignor and Assignee may be referred to herein individually, as a "Party" and together, as the "Parties".

RECITALS:

WHEREAS, Assignor and Reckitt Benckiser Group plc ("Reckitt"), the parent of Assignee, have entered into that certain Master Transaction Agreement, dated as of February 10, 2013 (the "Master Transaction Agreement"); and

WHEREAS, pursuant to the Master Transaction Agreement, Assignor agreed to sell and assign to Reckitt, and Reckitt agreed to purchase and acquire from Assignor, the registrations and applications for registration of the trademarks set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Master Transaction Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Assignor hereto covenants and agrees as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Master Transaction Agreement):

1. Assignment of Assigned Trademarks. In consideration of the U.S.\$ 68,590,191.00 paid by Assignee as of or prior to the execution of this Agreement, Assignor does hereby, directly or through its Affiliates, as applicable, unconditionally assign unto Assignee all of its right, title, and interest in and to the Assigned Trademarks in the applicable jurisdictions indicated on Schedule A. Assignor and Assignee hereby consent to and request recordation of this Agreement and further authorize and request that all official documents and communications relating to the Assigned Trademarks issue and deliver to Assignee, its attorneys, agents, successors or assigns.

2. Governing Law. 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 CONFLICT OR CHOICE OF LAWS PRINCIPLES OF SUCH STATE OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

3. Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of the Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties to the fullest extent permitted by applicable Law.

4. Terms of the Master Transaction Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Master Transaction Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Master Transaction Agreement and the terms hereof, the terms of the Master Transaction Agreement shall govern.

5. Transfer Taxes.

(a) Assignee and Assignor, as applicable, shall pay the amount of any transfer, documentary, sales, use, stamp, VAT (including ICMS), CIDE, PIS, COFINS, IOF, Import Tax, IPI, gross value, registration and other similar Taxes, applicable to any payment made under this Agreement (such Taxes collectively, "Transfer Taxes"), that are imposed on such party pursuant to applicable Law.

(b) Assignee shall pay any ISS applicable to any payment made under this Agreement. If Assignee in good faith determines that any amount of ISS is due and must be withheld from any payment made by Assignee under this Agreement, Assignee may make such withholding, but the sum payable by Assignee to Assignor shall be increased as necessary so that after making all required withholdings for ISS (including any ISS applicable to additional sums payable under this Section 5(b)) Assignor receives an amount equal to the sum it would have received had no such withholdings been made.

(c) Each of Assignee and Assignor shall file all necessary Tax Returns and other documentation required to be filed by it or its Affiliates under applicable Law with respect to all Transfer Taxes described in Section 5(a) and ISS described in Section 5(b), and, if required by applicable Law, the other Party will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

(d) Assignee and Assignor shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation required to obtain any exemption from (or reduction in) Transfer Taxes, and shall cooperate in taking any commercially reasonable steps to minimize the Parties' liability for Transfer Taxes.

6. Withholding.

(a) Notwithstanding anything to the contrary herein but subject to the following sentence, in the event any Party obligated to make payments pursuant to this Agreement in good faith determines that some or all of such payments are subject to withholding Taxes, levies, duties or other Taxes under the Laws of any jurisdiction, the Party making such payment shall inform the payee of such determination at least ten (10) Business Days prior to making any such withholding; the Party making such payment shall deduct and withhold the amount of such Taxes required under applicable Laws to be deducted and withheld for the account of the payee and such amounts payable to the payee shall be reduced by the amount of Taxes deducted and withheld; and any such Taxes required under applicable Laws to be paid or withheld shall be an expense of, and

borne solely by, the payee and shall be deemed paid to the payee for purposes hereunder. This Section 6(a) shall not apply to any Tax described in Section 5(b), and any such Tax shall be treated solely as described in such provision.

(b) To the extent that the Party making a payment withholds an amount of Tax in accordance with Section 6(a), the Party making such payment shall pay the amounts of such Taxes to the proper Governmental or Regulatory Authority in a timely manner and promptly transmit to the payee an official Tax certificate or other evidence of such withholding sufficient to enable the payee to claim such payments of Taxes.

(c) The Parties shall use their reasonable best efforts to minimize any such withholding Taxes. Such efforts shall include the provision of any Tax forms to the Party making such payment that may be reasonably necessary in order for such Party not to withhold Tax or to withhold Tax at a reduced rate under an applicable bilateral income tax treaty. The payee shall use reasonable efforts to provide any such Tax forms to the Party making the payment at least thirty (30) days prior to the due date for any payments for which the payee desires that the Party making the payment apply a reduced withholding rate. Each Party shall use its reasonable best efforts to give assistance to enable the recovery, as permitted by applicable Law, of withholding Taxes or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding Tax.

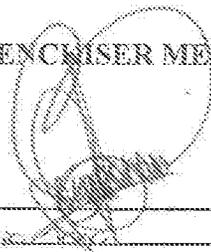
7. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed by facsimile or electronic copy in any image format (including PDF, TIFF, JPEG, and BMP files).

[Signature pages follow]

BRISTOL-MYERS SQUIBB COMPANY

By: Brian P. Heaphy
Name: Brian P. Heaphy
Title: Executive Director, Business
Development

RECKITT BENCHISER MEXICO, S.A. DE
C.V.



By: _____
Name: Guillermo [illegible]
Title: Legal Director

Schedule A

Assigned Trademarks

TRADEMARK	COUNTRY	OWNER	APP NO.	APP. DATE	REG. NO	REG. DATE
BRIGADA PEDIATRICA Logo	Mexico	Bristol-Myers Squibb Company	1036685	28-Sep-2009	1128675	29-Oct-2009
BRIGADA PEDIATRICA Logo	Mexico	Bristol-Myers Squibb Company	1036686	28-Sep-2009	1134502	08-Dec-2009
CANCIONERO PICOT	Mexico	Bristol-Myers Squibb Company	1079806	07-Apr-2010	1211352	12-Apr-2011
CANCIONERO PICOT	Mexico	Bristol-Myers Squibb Company	1079805	07-Apr-2010	1241870	06-Oct-2011
CANCIONERO PICOT	Mexico	Bristol-Myers Squibb Company	1079807	07-Apr-2010	1211353	12-Apr-2011
COMPUESTO PICOT	El Salvador	Bristol-Myers Squibb Company	E-12521-64	30-Aug-1965	12521 BOOK 33	30-Aug-1965
GRANEOTOS	Chile	Bristol-Myers Squibb Company	1015937	06-Nov-2001	985845	20-Jun-2002
PICOT	Mexico	Bristol-Myers Squibb Company	213683	04-Mar-1983	297459	04-Mar-1993
PICOT	United States of America	Bristol-Myers Squibb Company	75/565063	06-Oct-1998	2727403	17-Jun-2003
PICOT	Bolivia	Bristol-Myers Squibb Company	9999999		68565-A	31-Mar-1997
PICOT	Costa Rica	Bristol-Myers Squibb Company	1900-3856905	06-Dec-1968	38569	10-Mar-1969
PICOT	Ecuador	Bristol-Myers Squibb Company	9999999	01-Jul-1988	1222-89	05-Sep-1989
PICOT	Guatemala	Bristol-Myers Squibb Company	9999999	12-Jul-1969	21798 A	21-Feb-1970
PICOT	Honduras	Bristol-Myers Squibb Company	9032/97	05-Aug-1997	54537	12-Nov-1991
PICOT	Jamaica	Bristol-Myers Squibb Company	9999999	21-Sep-1968	12751	21-Sep-1989
PICOT	Nicaragua	Bristol-Myers Squibb Company	1910-19056		19056	20-Dec-1968
PICOT	Panama	Bristol-Myers Squibb Company	66740	30-Jun-1993	66740	22-Feb-1995

TRADEMARK	COUNTRY	OWNER	APP NO.	APP. DATE	REG. NO	REG. DATE
PICOT	Trinidad and Tobago	Bristol-Myers Squibb Company	9999999	01-Oct-1970	6344	13-Nov-1972
PICOT & DESIGN	Chile	Bristol-Myers Squibb Company	34421	13-Oct-1958	864308	13-Oct-1985
PICOT & DESIGN	Mexico	Bristol-Myers Squibb Company	203618	29-Jun-1994	475399	29-Sep-1994
PICOT CONFORT	Mexico	Bristol-Myers Squibb Company	478123	28-Mar-2001	702031	31-May-2001
PICOT PLUS	Mexico	Bristol-Myers Squibb Company	1095730	09-Jun-2010	1165957	25-Jun-2010
PICOT PLUS	United States	Bristol-Myers Squibb Company	85/318803	12-May-2011		
PICOT PLUS	United States of America	Bristol-Myers Squibb Company	86445413	05-Nov-2014		
SAL DE PICOT	Dominican Republic	Bristol-Myers Squibb Company	2011-4886	25-Feb-2011	187702	31-May-2011
SAL DE UVAS PICOT	United States of America	Bristol-Myers Squibb Company	75/565055	06-Oct-1998	2707351	15-Apr-2003
SAL DE UVAS PICOT	Costa Rica	Bristol-Myers Squibb Company	9999999	25-Jun-1996	99000	21-Jan-1997
SAL DE UVAS PICOT	Dominican Republic	Bristol-Myers Squibb Company	2013-2959	30-Jan-2013	207132	31-Oct-2013
SAL DE UVAS PICOT	El Salvador	Bristol-Myers Squibb Company	1574/96	15-Apr-1996	105 BooK 64	26-Nov-1997
SAL DE UVAS PICOT	Guatemala	Bristol-Myers Squibb Company	9628729	19-Apr-1996	89384	02-Apr-1998
SAL DE UVAS PICOT	Honduras	Bristol-Myers Squibb Company	9033/97	05-Aug-1997	66634	22-Nov-1996
SAL DE UVAS PICOT	Mexico	Bristol-Myers Squibb Company	16866	03-Jan-1968	146391	02-Dec-1968
SAL DE UVAS PICOT	Nicaragua	Bristol-Myers Squibb Company	96/002683	24-Jul-1996	R-33212 C.C.	30-Jan-1997
SAL DE UVAS PICOT & DESIGN	Brazil	Bristol-Myers Squibb Company	003054543	16-Feb-1925	003054543	16-Feb-1925
SLOGAN: EL ALIVIO MEXICANO PARA LA COMIDA MEXICANA	Mexico	Bristol-Myers Squibb Company	3547	29-June-1994	11583	12-Sep-1994

TRADEMARK	COUNTRY	OWNER	APP NO.	APP. DATE	REG. NO	REG. DATE
SLOGAN: EL ALIVIO PARA LA COMIDA MEXICANA	Mexico	Bristol-Myers Squibb Company	3548	29-Jun-1994	11584	12-Sep-1994
SLOGAN: EL ANTIACIDO DE MEXICO	Mexico	Bristol-Myers Squibb Company	61035	12-May-2010	58426	26-May-2010
SLOGAN: EL RAPIDO ALIVIO PARA LA COMIDA MEXICANA	Mexico	Bristol-Myers Squibb Company	3546	29-Jun-1994	11582	12-Sep-1994
SLOGAN: EL RAPIDO RAPIDO ALIVIO MEXICANO PARA LA COMIDA MEXICANA	Mexico	Bristol-Myers Squibb Company	3545	29-Jun-1994	11581	12-Sep-1994
SLOGAN: NO LO VUELVO A HACER	Mexico	Bristol-Myers Squibb Company	32776	08-Nov-2005	35972	24-Nov-2005
SLOGAN: NOS DUELE QUE TE DUELA	Mexico	Bristol-Myers Squibb Company	41499	12-Jun-2007	44908	16-Nov-2007
SLOGAN: PARA QUE EL PLACER DE COMER NUNCA TERMINE	Mexico	Bristol-Myers Squibb Company	32773	08-Nov-2005	36009	24-Nov-2005
SLOGAN: PORQUE SABEMOS QUE SI LO VAS A VOLVER A HACER	Mexico	Bristol-Myers Squibb Company	32775	08-Nov-2005	35971	24-Nov-2005
SLOGAN: RECUERDA AL DIA SIGUIENTE...PICOT PLUS!!!	Mexico	Bristol-Myers Squibb Company	32774	08-Nov-2005	35970	24-Nov-2005
UVAS PICOT	Peru	Bristol-Myers Squibb Company	102498-2000	14-Mar-2000	00064252	23-Jun-2000
SLOGAN: RESCATANDO SONRISAS	Mexico	Bristol-Myers Squibb De Mexico, S. de R.L. de C.V.	47609	22-May-2008	50257	07-Nov-2008