

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teva Pharmaceuticals USA, Inc.		08/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dr. Reddy's Laboratories S.A.		
Street Address:	Elizabethananlage 11		
City:	4051 Basel		
State/Country:	SWITZERLAND		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86758240	VERARING	
CORRESPONDENCE DATA			
Fax Number:	7039685500		
<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:	(703) 968-8600		
Email:	Peter@Ferrellaw.com		
Correspondent Name:	Peter M. Ferrell III		
Address Line 1:	P. O. Box 312		
Address Line 4:	Clifton, VIRGINIA 20124-1706		
DOMESTIC REPRESENTATIVE			
Name:	Peter M. Ferrell III		
Address Line 1:	P. O. Box 312		
Address Line 4:	Clifton, VIRGINIA 20124-1706		
NAME OF SUBMITTER:	Peter M. Ferrell III		
SIGNATURE:	/Peter M. Ferrell III/		
DATE SIGNED:	09/12/2016		
Total Attachments: 5			
source=VERARING Trademark Assignment Agreement _Executed Copy-1#page1.tif			
source=VERARING Trademark Assignment Agreement _Executed Copy-1#page2.tif			

CH \$40.00 86758240

source=VERARING Trademark Assignment Agreement _Executed Copy-1#page3.tif

source=VERARING Trademark Assignment Agreement _Executed Copy-1#page4.tif

source=VERARING Trademark Assignment Agreement _Executed Copy-1#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

1. This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of August 3, 2016, is made by **Teva Pharmaceuticals USA, Inc.**, a Delaware corporation having its place of business at 1090 Horsham Road, North Wales, PA 19454 (“**Assignor**”), in favor of **Dr. Reddy’s Laboratories S.A.** having its place of business at Elisabethenstrasse 11, 4051 Basel, Switzerland (“**Assignee**”), a company organized under the laws of Switzerland the purchaser of certain assets of Teva Pharmaceutical Industries Ltd., an Israeli corporation, acting directly or through its Affiliates (“**Seller**”) and Assignor pursuant to that certain Asset Purchase Agreement between Assignee and Seller, dated as of June 10, 2016 and as amended on July 1, 2016 (as amended, restated, waived or otherwise modified, the “**Asset Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has transferred, sold, conveyed, assigned and delivered to Buyer, among other assets, certain trademarks of Seller and its Affiliates, including Assignor, and has agreed to have executed and delivered this Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably transfers, sells, conveys, assigns and delivers to Assignee, and Assignee hereby irrevocably purchases, accepts and acquires from the Assignor, all right, title and interest within the Territory of the Assignor, in, to and under the trademark set forth on Schedule 1 hereto (the “**Trademark**”), including the goodwill associated therewith;
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
3. Terms of the Asset Purchase Agreement. The rights and obligations of the parties, including the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein and in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.
5. Successors and Assigns. This Assignment shall be binding upon and enforceable against the Assignor, the Assignee and their respective successors and assigns.
6. Governing Law. This Assignment and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the laws of the State of New York, U.S.A. applicable to agreements made and to be performed entirely in such State.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed as of the date first above written.

Teva Pharmaceuticals USA, Inc.

By: Maureen M. Cavanaugh

Name: Maureen M. Cavanaugh

Title: SVP - COO North America Generics

LEGAL AFFAIRS
#4

By: Christine Baeder

Name: Christine Baeder

Title: VP Commercial Operations

Address for Notices: Teva Pharmaceuticals
1090 Horsham Road
North Wales, PA 19454

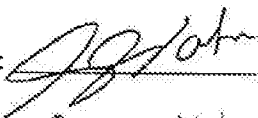
TRADEMARK

REEL: 005875 FRAME: 0399

IN WITNESS WHEREOF, the parties have duly executed as of the date first above written.

AGREED TO AND ACCEPTED:

Dr. Reddy's Laboratories, S.A.

By: 

Name: Sameer Naha

Title: Senior Director - France

By: 

Name: Mukundan Bhaskaran

Title: Regional General Counsel

Address for Notices:

Elisabethenanlage 11, 4051 Basel,
Switzerland

Schedule 1

ASSIGNED TRADEMARK

US Application Number	Trademark	Product	Owner
86758240	VERARING	ETHINYL ESTRADIOL/ETONOGESTREL (NUVARING)	Teva Pharmaceuticals USA, Inc.