# CH \$40.00 4828

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM421587

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NOVARTIS AG		02/21/2017	Corporation: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Sun Pharma Global FZE
Street Address:	#43, Block Y, SAIF Zone, P.O. Box #122304
City:	Sharjah
State/Country:	UNITED STATES
Postal Code:	08540
Entity Type:	Limited Liability Company: UNITED ARAB EMIRATES

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4828965	ODOMZO

### CORRESPONDENCE DATA

**Fax Number:** 6095149779

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.

**Phone:** 6097205394

**Email:** general.ip.mailbox@sunpharma.com

Correspondent Name: Sun Pharma

Address Line 1: 2 Independence Way

Address Line 2: Intellectual Property Dept.

Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER: Odomzo TM - Sun FZE

### DOMESTIC REPRESENTATIVE

Name: Sun Pharma

Address Line 1: 2 Independence Way

Address Line 2: Intellectual Property Dept.

Address Line 4: Princeton, NEW JERSEY 08540

 NAME OF SUBMITTER:
 Craig Kuchii

 SIGNATURE:
 /craig kuchii/

**DATE SIGNED:** 03/29/2017

### **Total Attachments: 7**

source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page1.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page2.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page3.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page4.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page5.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page6.tif source=Odomzo Trademark Assignment Agreement 21Feb17 EXECUTION VERSION#page7.tif

### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "<u>Assignment</u>") dated as of February 21, 2017 (the "<u>Effective Date</u>"), is entered into by and between Novartis AG, a company organized under the laws of Switzerland and located at Forum 1, Novartis Campus, 4056 Basel, Switzerland ("Assignor") and Sun Pharma Global FZE, a company organized under the provisions of Sharjah, United Arab Emirates EMIR DECREE NUMBER (2) OF 1995 ("<u>Assignee</u>"), located at #43, Block Y, SAIF Zone, P.O. Box #122304, Sharjah, UAE and having its branch office at 704, JBC1, Cluster G, JLT, Dubai, UAE P. O. Box No 643561. The Assignors and Assignee are referred to herein individually as "<u>Party</u>" or collectively as "<u>Parties</u>."

### PRELIMINARY STATEMENTS

WHEREAS, Assignor desires to assign to Assignee , and Assignee desires to receive, the trademarks, trade names, and trademark applications set forth on <u>Schedule A</u> hereto (the "<u>Transferred Trademarks</u>") and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following: (a) the Transferred Trademarks, including without limitation any renewals thereof, together with all of the goodwill of the business symbolized by or associated therewith, and together with (i) all common law rights thereto; (ii) the right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar; and (iii) the right, if any, to claim priority based on the filing dates of any of the Transferred Trademarks under the Paris Convention, and all other treaties of like purposes; and (b) all rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) under, or on account of, any of the Transferred Trademarks, including the right to sue for past, current and future infringement, dilution or other violation of the Transferred Trademarks and obtain in connection therewith (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind; with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Transferred Trademarks are granted, reissued, renewed, extended or revived as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
- 2. <u>Cooperation</u>. Assignor agrees, at the request and expense of Assignee, to take or cause to be taken all such other actions, including without limitation the execution of any and all other instruments in writing, including affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively perfect in, secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.
- 3. Recordation. Assignee shall be responsible for all costs, including all filing costs and external fees, associated with recordation and/or registration of this Assignment or any other document evidencing the assignment from each Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the relevant authorities, entities or agencies in any applicable foreign countries or multinational authorities to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

Page 1 of 6

IN WITNESS WHEREOF, The Assignors and Assignee have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ሜ ን	91	(XIX	1.78	10

By: Novartis AG

Signature: Sven Werner

Title: Gl. BD&L Head Divestment

Signature:
Name:
Martin Berchtold
Legal Counsel

ASSIGNEE

By: Sun Pharma Global FZE

Signature:

Name: Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, The Assignors and Assignee have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

466	SEXE	يان ال	80.50
800	18	N 8 Y	~~

Эус	Novariis AG
	Signature: Name: Title:
	Signature: Name: Title:
<b>VSSI</b>	inee
<b>З</b> у.:	Sun Pharma Global FZE

CASESUK SUAN

Name:

Title: Agree 5 1 1 6

[Signature Page to Trademark Assignment Agreement]

Schedule A

# **Transferred Trademarks**

ODOMZO ODOMZO ODOMZO ODOMZO	ODOMZO ODOMZO	ODOMZO ODOMZO	GLOBE logo (colour) GLOBE logo (colour)	GLOBE logo (b&w) GLOBE logo (b&w) GLOBE logo (b&w)	logo logo	logo logo logo	GLOBE logo (b&w) GLOBE logo (b&w) GLOBE logo (b&w)	Trademark GLOBE logo (b&w) GLOBE logo (b&w) GLOBE logo (b&w)
Novartis AG Novartis AG Novartis AG Novartis AG	Novartis AG Novartis AG	Novartis AG  Novartis AG  Novartis AG	Novartis AG Novartis AG	Novartis AG Novartis AG Novartis AG	Novartis AG  Novartis AG  Novartis AG	Novartis AG Novartis AG Novartis AG	Novartis AG Novartis AG Novartis AG	Legal Owner Novartis AG Novartis AG Novartis AG
Herzegovina Bosnia- Herzegovina Brazil Brazil Canada	Belarus Bosnia-	Australia Australia Australia	European Union Switzerland	Switzerland Turkey United States of America	Norway Singapore South Africa	Israel Liechtenstein Macau	Hong Kong Iceland International Procedure	Country Australia Canada European Union
NH H MP	MP	MP NP	N N OM	MP T	Y A A	NA P	MA P	Filing Type MP NF
1155090 900894156 905922549 1616172	1155090 963802	963802 1155090 063803	013260112 60854/2014	1225630 1225630	1225630 1225630 2015/19570	1225630 1225630 N/102233	303477268 1225630 1225630	Filing No 1225630 1693848 013259619
1155090 900894156 905922549	963802	963802 1155090 063800	013260112 663974	663975 1225630 4718689	000000000000000000000000000000000000000	1225630 1100036	1225630 1225630	Registration No 1225630 013259619

Page 3 of 6

ODOMZO ODOMZO	ODOMZO	ODOMZO		ODOMZO		ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO		ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	irademark
Novartis AG Novartis AG	Novartis AG	Novartis AG		Novartis AG		Novartis AG	Novartis AG	Novartis AG		Novartis AG			Novartis AG		Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG		Novartis AG	Novartis AG		Novartis AG	Legal Owner								
Japan Japan	Israel	Israel	Procedure	International	Procedure	International	India	Iceland	Iceland	Hong Kong	Hong Kong	Honduras	Honduras	Guatemala	Guatemala	European Union	European Union	El Salvador	Egypt	Ecuador	Ecuador	Republic	Dominican	Cuba	Croatia	Croatia	Costa Rica	Costa Rica	Colombia	Colombia	China	China	Chile	Chile	Country
MP	Z	<b>Z</b>		MA		MA	NF.	MP	MP	NF.	NF	묶	NF.	NF	NF	CM	CM	NF	MP	NF.	NF		<u>Z</u>	MP	MP	MP	NF.	NF	NF	MP	MP	MP	콕:	Z F	Filing Type
963802 1155090	253891	210753		1155090		963802	2487878	1155090	963802	302537208	301103264	9571-2013	14710-08	M-001937-2013	3595-2008	011842201	6885156	76026-2008	963802	2013-36214	198470		$\circ$	963802	1155090	963802	2013-001852	2008-3815	8041901	1155090	1155090	963802	2.	817140	S S S S S S S S S S S S S S S S S S S
963802	253891	210753		1155090		963802	2487878	1155090	963802	302537208	301103264	125893	107022	191753	159728	011842201	6885156	83/121	963802	1402-15	6586-08		207442	963802	1155090	963802	228291	179672	366479		1155090	963802	1055671	835 550	Registration No

age 4 of 6

	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO		ODOMZO		ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	ODOMZO	Trademark
- 1	Novartic AG		Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG		Novartis AG		Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG		Novartis AG	Novartis AG		Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Novartis AG	Legal Owner
Q	kraine	Turkey	Turkey	Taiwan	Taiwan	Switzerland	Switzerland	Republic of Korea	South Korea /	Republic of Korea	South Korea /	South Africa	South Africa	Singapore	Singapore	Serbia	Russian Federation	Philippines	Peru	Paraguay	Panama	Panama	Norway	Norway	Nigeria	Nicaragua	Nicaragua	New Zealand	New Zealand	Montenegro	Montenegro	Mexico	Mexico	Macau	Liechtenstein	Liechtenstein	Country
	MD	MP	MP	NE.	NF	Z <sub>F</sub>	NF		MP		MP	NF	NF	MP	MP	MP	MP	NF	NF	Z <sub>F</sub>	NF	Z <sub>n</sub>	MP	MP	N F	Z T	Z Ti	N T	MP	MP	MP	NF	M₽	N T	MP	MP	Filing Type
8	963802	1155090	963802	102010720	97019380	52540/2013	389/2008		1155090		963802	2013/05478	2008/09470	1155090	963802	1155090	1155090	4-2013-012242	352378	3424/2013	221151	170718	1155090	963802	2013/3490	2013-000976	2008-01573	788294	1155090	1155090	963802	930234	1155090	N/102232	1155090	963802	Filing No
8	963809	1155090	963802	01601204	1345919	640732	571028		1155090		963802	2013/05478	2008/09470	1155090	963802	1155090	1155090		142659	395499	221151	170718	1155090	963802		2014104191 LM	2011092954LM	788294	1155090	1155090	963802	1040835	1155090	1100038	1155090	963802	Registration No

age 5 of 6

റ	$\circ$	$\circ$		$\circ$	$\circ$	
ODOMZO	ODOMZC	ODOMZC		ODOMZC	ODOMZO	
ŏ	ŏ	$\tilde{a}$		ŏ	ŏ	
≅	$\geq$	=		$\geq$	$\geq$	
⋛	$\geq$	_ <b>≳</b> i		$\geq$	3	
17	$\sim$			$\sim$	$\sim$	
$\circ$	$\circ$	-		O	U	
						ಎ
						Õ.
						Ф
						Frademark
						S
						===
<u> </u>	_			_		
€	<	<u> </u>		~	4	
9	9	9		9	9	
où.	0	o o		6	ai	7
- 5	=			=	Æ	Φ
Ξ.	Ξ.			Ξ.	Ξ.	ä
U)	S	C)		S	(C)	200
Novartis AG	Novartis AG	Novartis AG		Novartis AG	Novartis AG	0
വ	Ω	Ω		Ω	a)	-5
						Legal Owner
						8
						, od
Vietnam	<	United S America	Am erica	$\subseteq$	$\subseteq$	
O	9	3 2.	3	⊒.	~	
~	Ę.	Ϲ	Ф	‡	တွဲ	
ល	Ň	7.8	Ξ.	8	Ξ.	_
- 5	$\Box$	S	႙		ō	Q
- 17	Venezuela	<u>ო</u> დ	ш	Ω̈		2
	а	o o		<u>a</u>	Ukraine	Country
				₹		-
		(0		Ö		محد محد
		United States of America		United States of		-
		<u></u>		앜		
≤P	듞	졲		$\leq$	<b>≅</b> P	***
ਚ	П	71		₹	╗	Filing Type
						~
						2
						titus
						4
						ĕ
ശ	Ŋ	ന		ധ		
6	ŏ	ത		6		
ω	_	4		ω	U٦	
963802	2013-001650	86496007		963802	1155090	
Q	$\dot{}$			0	2	77
N		2		N	9	200
	ユ					23
	6					C
	$\Omega$					2
	0					Filing No
						-
		Δ.		4		
ı'n		7		9	<u> </u>	
96				$\tilde{\sigma}$	(T)	33
963		Ň				
9638		82 82		8	ŭ	œ
96380		3289		396	50	eg:
963802		32896		39630	509(	egist
963802		4828965		4089636	155090	egistra
963802		328965		39636	5090	egistrat
963802		328965		39636	5090	egistratic
963802		328965		39636	5090	egistration
963802		328965		39636	5090	egistration
963802		328965		39636	5090	egistration N
963802		328965		39636	5090	Registration No
963802		328965		39636	5090	egistration No

Page 6 of 6

TRADEMARK REEL: 006021 FRAME: 0689

**RECORDED: 03/29/2017**