

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actavis Holdco US, Inc.		11/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Foundation Consumer Healthcare, LLC		
Street Address:	1190 Omega Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4277084	NEXT CHOICE ONE DOSE	
Registration Number:	3680666	NEXT CHOICE	
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:	704-377-8105		
Email:	lbarnes@robinsonbradshaw.com		
Correspondent Name:	Lani Barnes Baxter, Robinson Bradshaw		
Address Line 1:	101 North Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Lani Barnes Baxter		
SIGNATURE:	/Lani Barnes Baxter/		
DATE SIGNED:	11/03/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made effective this 2nd day of November, 2017, by and among Teva Women’s Health, LLC, a Delaware limited liability company, and having a principal place of business at 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677, Women’s Capital LLC, a Delaware limited liability company, and having a principal place of business at 400 Chestnut Ridge Road, Woodcliff Lake, NJ 07677, and Actavis Holdco US, Inc., a Delaware corporation (together, “**Assignor**”), and Foundation Consumer Healthcare, LLC, a Delaware limited liability company, and having a principle place of business at 1190 Omega Drive, Pittsburgh, PA 15205 (“**Assignee**”).

WHEREAS, Assignor possesses certain rights in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Marks**”);

WHEREAS, Teva Pharmaceutical Industries Ltd. (“**Teva**”) and Assignee are parties to that certain Asset Purchase Agreement, dated September 18, 2017 (the “**Purchase Agreement**”), pursuant to which Teva agreed to cause Assignor to transfer, sell and convey to Assignee certain of the assets of Assignor or its affiliates, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor is an affiliate of Teva;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby irrevocably sell, assign, convey, transfer and deliver unto Assignee and its successors, assigns and legal representatives, Assignor’s entire right, title and interest in and to the Marks, whether statutory or at common law, together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages, penalties, profits or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue and recover for past, present and future infringements, or dilution of or damage or injury to the Marks and collect same for Assignee’s sole use and enjoyment.

Assignor does hereby authorize the Commissioner for Trademark in the United States Patent & Trademark Office, or with respect to any foreign trademarks or service marks or applications or registrations the foreign equivalent in such applicable jurisdiction, to record and register the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor further agrees that, upon request by Assignee, Assignor shall execute and deliver such paper, documents and instruments and perform such other acts as may be reasonably required in order to vest all of Assignor’s right, title and interest in and to the Marks in Assignee, including the delivery to Assignee of any relevant evidence in Assignor’s possession or control that may be reasonably required to support the foregoing.

Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged,

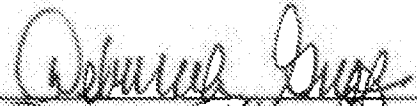
modified or altered in any way by this Assignment, and, to the extent there shall arise a conflict between any term or condition of this Assignment and any term or condition of the Purchase Agreement, the applicable term or condition of the Purchase Agreement shall control.


Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

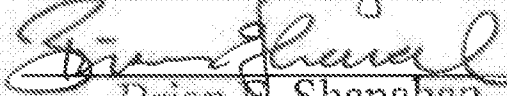
ASSIGNOR: **TEVA WOMEN'S HEALTH, LLC**

By: 
Name: Deborah Griffin
Title: Sr. VP Chief Accounting Officer


By: 
Name: Brian H. Shanahan
Title: Secretary


ASSIGNOR: **WOMEN'S CAPITAL LLC**

By: 
Name: Deborah Griffin
Title: Sr. VP Chief Accounting Officer

By: 
Name: Brian H. Shanahan
Title: Secretary

ASSIGNOR: **ACTAVIS HOLDCO US, INC.**

By: 
Name: Deborah Griffin
Title: Sr. VP Chief Accounting Officer

By: 
Name: Brian H. Shanahan
Title: Secretary

ASSIGNEE: **FOUNDATION CONSUMER
HEALTHCARE, LLC**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: **TEVA WOMEN'S HEALTH, LLC**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNOR: **WOMEN'S CAPITAL LLC**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNOR: **ACTAVIS HOLDCO US, INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE: **FOUNDATION CONSUMER
HEALTHCARE, LLC**

By: _____
Name: Craig Hill
Title: Vice President

Exhibit A
Marks

COUNTRY	TRADEMARK	STATUS	OWNER	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	NEXT RENEWAL DUE
United States of America	AFTERA	Registered	Teva Women's Health, LLC	86066841	17-Sep-13	4769400	7-Jul-15	7-Jul-25
United States of America	PLAN B	Registered	Women's Capital LLC (DE)	77264027	24-Aug-07	3422516	6-May-08	6-May-18
Canada	PLAN B	Registered	Women's Capital LLC	0889336	4-Sep-98	TMA597856	17-Dec-03	17-Dec-18
United States of America	PLAN B DESIGN in B&W	Registered	Women's Capital LLC (DE)	87051054	26-May-16	5123142	17-Jan-17	17-Jan-27
United States of America	PLAN B DESIGN in Color	Registered	Women's Capital LLC (DE)	87051056	26-May-16	5123143	17-Jan-17	17-Jan-27
United States of America	PLAN B ONE-STEP (Blue logo)	Registered	Women's Capital LLC (DE)	85054966	4-Jun-10	3904379	11-Jan-11	11-Jan-21
United States of America	PLAN B ONE-STEP (Green logo)	Registered	Women's Capital LLC (DE)	85062880	15-Jun-10	3904437	11-Jan-11	11-Jan-21
United States of America	PLAN B ONE-STEP (word)	Registered	Women's Capital LLC (DE)	85052985	2-Jun-10	3904329	11-Jan-11	11-Jan-21
United States of America	TAKE ACTION	Registered	Teva Women's Health, LLC	86085637	8-Oct-13	4573751	22-Jul-14	22-Jul-24
United States of America	NO BS. JUST PLAN B ONE-STEP	Pending	Women's Capital LLC (NJ)	87368907	13-March-17	N/A	N/A	N/A
United States of America	NEXT CHOICE ONE DOSE	Registered	Actavis HoldCo US, Inc.	85516936	15-Jan-12	4277084	15-Jan-13	15-Jan-19
United States of America	NEXT CHOICE	Registered	Actavis HoldCo US, Inc.	77366454	8-Jan-08	3680666	8-Sep-09	8-Sep-19

TRADEMARK