

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462200

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 Women's Health, LLC		11/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CooperSurgical, Inc.		
Street Address:	95 Corporate Drive		
City:	Trumbull		
State/Country:	CONNECTICUT		
Postal Code:	06611		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87383060	NO HORMONES, PLEASE	
Registration Number:	1505716	PARAGARD	
Registration Number:	4594032	PARAGARD T380A INTRAUTERINE COPPER CONTR	
Registration Number:	4594036	PARAGARD T380A INTRAUTERINE COPPER CONTR	
Registration Number:	5318660	PARAGARD EXPERT EDUCATION RESOURCES	
Registration Number:	5318659	PARAGARD EXPERT EDUCATION RESOURCES	
Registration Number:	5132320	MY WING WOMAN	
Registration Number:	5132322	MY WING WOMAN	
CORRESPONDENCE DATA			
Fax Number:	4158823232		
<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:	415-882-3200		
Email:	tmparalegal2@owe.com		
Correspondent Name:	Owen, Wickersham & Erickson, P.C.		
Address Line 1:	455 Market Street, Suite 1910		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Gregory N. Owen		
SIGNATURE:	/Gregory N. Owen/		

CH \$215.00 87383060

DATE SIGNED:	02/14/2018
Total Attachments: 4 source=TEVAasgn#page1.tif source=TEVAasgn#page2.tif source=TEVAasgn#page3.tif source=TEVAasgn#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 1st 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 425 Privet Road, Horsham, PA 19044, and Teva Pharmaceuticals USA, Inc., a Delaware corporation, and having a principal place of business at 425 Privet Road, Horsham, PA 19044 (together, "Assignor"), and CooperSurgical, Inc., a Delaware corporation, and having a principle place of business at 75 Corporate Drive, Trumbull, CT 06611 ("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 11, 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 sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the Marks, 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 or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. Assignor acknowledges that the Marks and the registrations and applications set forth on Exhibit A are being assigned to the successor of an ongoing business to which the Marks pertain, as required by Section (a)(1) of the Trademark Act, 15 U.S.C. § 1060. With respect to the intent-to-use applications identified on Exhibit A, Assignee affirms and confirms that it has the same intent to use the Marks corresponding to such intent-to-use applications as does Assignor.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

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

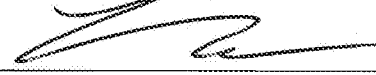
any term or condition of this Assignment and any term or condition of the Purchase Agreement, the applicable term or condition of the Purchase Agreement shall control.

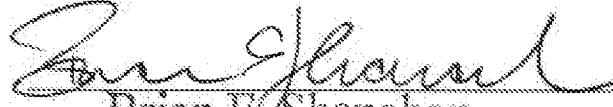
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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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.

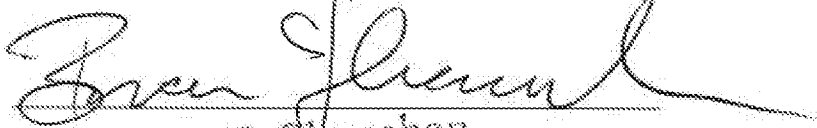
ASSIGNOR: **TEVA WOMEN'S HEALTH, LLC**

By: 
Name: LAVENE RICCIO
Title: SR. DIRECTOR, CHIEF TM COUNSEL

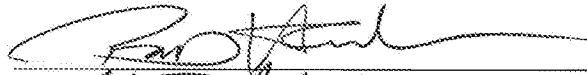
By: 
Name: Brian E. Shanahan
Title: Secretary

ASSIGNOR: **TEVA PHARMACEUTICALS USA, INC.**

By: 
Name: LAVENE RICCIO
Title: SR. DIRECTOR, CHIEF TM COUNSEL

By: 
Name: Brian E. Shanahan
Title: Secretary

ASSIGNEE: **COOPERSURGICAL, INC.**

By: 
Name: Robert J. Anderson
Title: VP. Chief Sales & Medical Aff.

Signature page to Trademark Assignment

Exhibit A

Marks

COUNTRY	TRADEMARK	OWNER	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
Canada	PARAGARD	Teva's Women's Health, LLC	0612701	10-Aug-88	TMA362791	10-Nov-89
United States of America	PARAGARD	Teva's Women's Health, LLC	73710526	10-Feb-88	1505716	27-Sep-88
United States of America	PARAGARD logo B&W	Teva's Women's Health, LLC	85952706	6-Jun-13	4594032	26-Aug-14
United States of America	PARAGARD logo in Color	Teva's Women's Health, LLC	85952804	6-Jun-13	4594036	26-Aug-14
United States of America	PARAGARD PEER EXPERT EDUCATION RESOURCES in B&W	Teva's Women's Health, LLC	87274295	20-Dec-16	5318660	24-Oct-17
United States of America	PARAGARD PEER EXPERT EDUCATION RESOURCES in Color	Teva's Women's Health, LLC	87274291	20-Dec-16	5318659	24-Oct-17
United States of America	PARAGARD WING WOMAN LOGO in B&W	Teva's Women's Health, LLC	87050996	26-May-16	5132320	31-Jan-17
United States of America	PARAGARD WING WOMAN LOGO in Color	Teva's Women's Health, LLC	87051004	26-May-16	5132322	31-Jan-17
United States of America	NO HORMONES, PLEASE	Teva Pharmaceuticals USA, Inc.	87383060	23-March-17	N/A	N/A

TRADEMARK