

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eli Lilly and Company		02/12/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Elanco US Inc.		
Street Address:	2500 Innovation Way		
City:	Greenfield		
State/Country:	INDIANA		
Postal Code:	46140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87373268	COMPLABAZE	
Serial Number:	87488201	EFERLEZ	
Serial Number:	87373261	ENVILLOW	
Serial Number:	87498841	EZOLVEN	
Serial Number:	87488196	IMREST	
Serial Number:	87498837	MODIFIT	
Serial Number:	87467743	RESTORIZE	
Serial Number:	87467603	VALSTORA	
Serial Number:	87373270	VEOZA	
Serial Number:	87498845	VIGNATAR	
Serial Number:	87373262	XAVAMIR	
Serial Number:	87373272	ZEARL	
CORRESPONDENCE DATA			
Fax Number:	317-276-19		
<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:	317-651-0303		
Email:	trademarks@lilly.com		
Correspondent Name:	Sheldon R. Pontaoe		
Address Line 1:	Lilly Corporate Center		
TRADEMARK			

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Address Line 4:	Indianapolis, INDIANA 46285
NAME OF SUBMITTER:	Sheldon R. Pontaoe
SIGNATURE:	/Sheldon R. Pontaoe/
DATE SIGNED:	02/21/2018
Total Attachments: 3 source=Confirmatory Trademark Assignment - Contribution and Transfer Agreement#page1.tif source=Confirmatory Trademark Assignment - Contribution and Transfer Agreement#page2.tif source=Confirmatory Trademark Assignment - Contribution and Transfer Agreement#page3.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), dated as of February 12, 2018 but effective as of August 1, 2017 ("Effective Date"), is made by and between Eli Lilly and Company ("Assignor") and Elanco US Inc. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Pursuant to certain Contribution and Transfer Agreement between the Parties, Assignor assigned to Assignee all of the Assignor's rights, title, and interest in and to the trademarks listed in Schedule A attached hereto ("Assigned Trademarks"); and

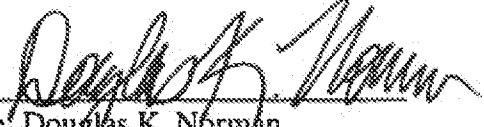
WHEREAS, Assignor and Assignee wish to confirm and record the assignment of the Assigned Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby confirms the assignment, as of the Effective Date, of the Assigned Trademarks, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to, and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted, or reissued, or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned under this Assignment.
2. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned Trademarks.
3. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the Parties hereto have caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

ELI LILLY AND COMPANY

By: 
Name: Douglas K. Norman
Title: Vice President-General Patent Counsel

ELANCO US INC.

By: 
Name: Bruce W. Longbottom
Title: Assistant General Counsel

Schedule A

Mark Name	Current Owner	Application Date	Application Number	Registration Date	Registration Number
COMPLABAZE	Eli Lilly and Company	16-Mar-17	87373268		
EPERLEZ	Eli Lilly and Company	14-Jun-17	87488201		
ENVILLOW	Eli Lilly and Company	16-Mar-17	87373261		
EZOLVEN	Eli Lilly and Company	21-Jun-17	87498841		
IMREST	Eli Lilly and Company	14-Jun-17	87488196		
MODIFIT	Eli Lilly and Company	21-Jun-17	87498837		
RESTORIZE	Eli Lilly and Company	30-May-17	87467743		
VALSTORA	Eli Lilly and Company	30-May-17	87467603		
VEOZA	Eli Lilly and Company	16-Mar-17	87373270		
VIGNATAR	Eli Lilly and Company	21-Jun-17	87498845		
XAVAMIR	Eli Lilly and Company	16-Mar-17	87373262		
ZEARL	Eli Lilly and Company	16-Mar-17	87373272		