

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hospira Boulder, Inc.		02/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hospira, Inc.		
Street Address:	275 N. Field Dr.		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2671869	AQUASOL	
Registration Number:	0942613	AQUASOL A	
Registration Number:	0942612	AQUASOL E	
Registration Number:	1094190	M.V.I.	
Registration Number:	1179782	M.V.I. - 12	
Registration Number:	3045425	M.V.I. ADULT	
Registration Number:	2702155	M.V.I. PEDIATRIC	
Registration Number:	1730233	NIPENT	
Registration Number:	2284917	SURFACE SAFE	
CORRESPONDENCE DATA			
Fax Number:	2125732273		
<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:	2127330086		
Email:	deadlinesipnyo@pfizer.com		
Correspondent Name:	Richard A. Friedman		
Address Line 1:	235 East 42nd St.		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	T409178		

CH \$240.00 2671869

NAME OF SUBMITTER:	Richard A. Friedman
SIGNATURE:	/RAF/
DATE SIGNED:	02/22/2018
Total Attachments: 5 source=Hospira Boulder to Hospira- Trademark Assignment - EXECUTED#page1.tif source=Hospira Boulder to Hospira- Trademark Assignment - EXECUTED#page2.tif source=Hospira Boulder to Hospira- Trademark Assignment - EXECUTED#page3.tif source=Hospira Boulder to Hospira- Trademark Assignment - EXECUTED#page4.tif source=Hospira Boulder to Hospira- Trademark Assignment - EXECUTED#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), effective as of October 31, 2017, is entered into by and between Hospira Boulder Inc., a Delaware corporation (“Assignor”), and Hospira, Inc., a Delaware corporation (“Assignee”) (each of Assignee and Assignor, a “Party” and collectively, the “Parties”). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Corden Pharma US, Inc. (“Corden”) and Assignee entered into that certain Stock Purchase Agreement, dated as of October 6, 2017, as amended on October 31, 2017 and as further amended from time to time (the “Purchase Agreement”);

WHEREAS, certain trademarks as set forth on Exhibit A hereto (the “Assigned Marks”) and associated with, and used in, the business of Assignee and its Affiliates were owned by Assignor prior to the execution of the Purchase Agreement;

WHEREAS, the Parties intended for the Assigned Marks to be transferred to Assignee prior to the consummation of the Purchase Agreement and Assignee controlled and enjoyed the benefits and burdens of ownership of the Assigned Marks after the consummation of the Purchase Agreement;

WHEREAS, Corden and Assignee entered into that certain Second Amendment to Stock Purchase Agreement, dated as of February 6, 2018; and

WHEREAS, this Assignment is being executed to effect the assignment from Assignor to Assignee of all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Parties hereby agree as follows:

1. Assignment. Effective as of immediately prior to October 31, 2017 at 11:59 pm Boulder time, Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to each of the Assigned Marks, together with the goodwill symbolized thereby, including, but not limited to, any applications or registrations therefor, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter, including damages and payments for past, present and future infringements, misappropriations or other violations thereof, the right to sue and recover for past, present and future infringements, misappropriations and other violations thereof and any and all corresponding rights or interests that, now or hereafter, may be secured throughout the world.

2. Trademark Recordation. Assignor hereby requests the United States Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Marks.

3. Further Assurances. Assignor hereby further agrees to execute, or to cause to have executed, any confirmatory assignment of Assigned Marks that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, Assignee's successors, assigns or other legal representatives, in order to transfer to the Assignee the ownership of the Assigned Marks in individual countries and to effectuate the purposes of this Assignment, including, but not limited to, distributing copies of the completed registrar transfer documents to the Assignee, it being understood that any cost and expense incident to the execution of such papers shall be borne by, as applicable, the Assignee, its successors and assigns. For the avoidance of doubt, Assignee, its successors and assigns, as applicable, shall be responsible for all notarizations and recordations with respect to the foregoing.

4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Marks.

5. Miscellaneous.

a. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No other Person shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

b. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD FOR THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER STATE.

c. Counterparts; Effectiveness. This Assignment may be signed in any number of identical counterparts, each of which shall be an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The Parties may deliver this Assignment and the other documents required to consummate the transaction contemplated herein by facsimile or electronic mail and each Party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

d. U.S. Federal Income Tax Treatment. The Parties shall (and shall cause their Affiliates to) file their Tax Returns on the basis that, beginning prior to the start of the taxable year that includes October 31, 2017 and continuing through the date hereof, the Assignor was not the owner for tax purposes of the Assigned Marks.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of February 15, 2018.

ASSIGNOR:

Hospira Boulder Inc.

By: Thomas J. McCadden
Name: Thomas J. McCadden
Title: CEO

ASSIGNEE:

Hospira, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of February 15, 2018.

ASSIGNOR:

Hospira Boulder Inc.

By: _____
Name:
Title:

ASSIGNEE:

Hospira, Inc.

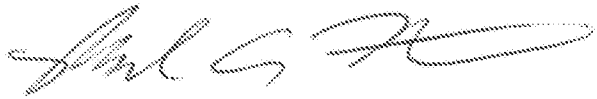
By: 
Name: Richard A. Friedman
Title: Vice President

Exhibit A

ASSIGNED MARKS

Country	Trademark	Appl Date	Appl No	Reg Date	Reg No
United States	AQUASOL	02/15/2002	76/371708	01/07/2003	2671869
United States	AQUASOL A	06/10/1971	72/394539	09/12/1972	942613
United States	AQUASOL E	06/10/1971	72/394538	09/12/1972	942612
United States	M.V.I.	03/16/1977	73/119313	06/27/1978	1094190
United States	M.V.I. - 12	06/04/1980	73/264991	12/01/1981	1179782
United States	M.V.I. ADULT	10/08/2004	78496648	01/17/2006	3045425
United States	M.V.I. PEDIATRIC	03/04/2002	76/377936	04/01/2003	2702155
Canada	NIPENT	06/13/1991	684284	03/25/1994	TMA425513
United States	NIPENT	06/03/1991	74/172705	11/03/1992	1730233
Canada	SURFACE SAFE	04/26/2001	1100496	11/14/2006	TMA676799
United States	SURFACE SAFE	04/29/1998	75/476532	10/12/1999	2284917