

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471521

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                      |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>   |
| Novartis AG   |  | 10/24/2017            | Company: SWITZERLAND |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | Laboratorios León Farma, S.A.                      |                       |                      |
| <b>Street Address:</b>  | Calle La Vallina s/n P.I.                          |                       |                      |
| <b>City:</b>  | Navatejera, León                                   |                       |                      |
| <b>State/Country:</b>   | SPAIN  |                       |                      |
| <b>Postal Code:</b>   | 24008  |                       |                      |
| <b>Entity Type:</b>   | Company: SPAIN                                     |                       |                      |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                      |
| <b>Serial Number:</b>   | 86771548   | VOLNEA                |                      |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                      |
| <b>Fax Number:</b>  | 7877253144   |                       |                      |
| <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> |  |                       |                      |
| <b>Phone:</b>   | 7877223446   |                       |                      |
| <b>Email:</b>   | mail@marcas-estadosunidos.com                      |                       |                      |
| <b>Correspondent Name:</b>  | VIVIAN ORTIZ PONCE                                 |                       |                      |
| <b>Address Line 1:</b>  | P.O. BOX 9024163                                   |                       |                      |
| <b>Address Line 4:</b>  | SAN JUAN, PUERTO RICO 00902-4163                   |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Vivian Ortiz Ponce                                 |                       |                      |
| <b>SIGNATURE:</b>   | /Vivian Ortiz Ponce/                               |                       |                      |
| <b>DATE SIGNED:</b>   | 04/26/2018   |                       |                      |
| <b>Total Attachments: 4</b>   |  |                       |                      |
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| source=volnea assignment#page2.tif  |  |                       |                      |
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of this 24<sup>th</sup> day of October, 2017, by and between Novartis AG, a company organized under the laws of Switzerland and located at 4002 Basel, Switzerland ("Novartis") and Laboratorios León Farma, S.A., a company organized under the laws of Spain, with offices at Calle La Vallina s/n, P.I. Navatejera - 24008 León, Spain ("Buyer" or "Assignee"). Novartis and Buyer are each referred to individually as a "Party" and together as the "Parties."

### WITNESSETH:

WHEREAS, Sandoz AG and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the 24<sup>th</sup> day of October, 2017 (the "Purchase Agreement"), pursuant to which Sandoz AG agreed to assign, or to cause its Affiliates (as defined in the Purchase Agreement) to assign to the Assignee all of their respective right, title and interest in, to and under the Trademarks and Pending Trademarks included in the Transferred Assets (as defined in the Purchase Agreement), together with all goodwill associated with the Trademarks, including, without limitation, those registered trademarks listed on Schedule A hereto (collectively, the "Assigned Trademarks");

WHEREAS, Novartis is an Affiliate (as defined in the Purchase Agreement) of Sandoz AG;

WHEREAS, as set forth on Schedule A, Novartis is the record owner of all of right, title and interest in, to and under the Assigned Trademarks; and

WHEREAS, Novartis desires to transfer all right, title and interest in, to and under the Assigned Trademarks, and the Assignee desires to own all such right, title, and interest in the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Novartis and the Assignee intending to be legally bound, agree as follows:

1. Novartis hereby sells, assigns, transfers, conveys and delivers unto the Assignee all right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated to the Trademarks, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.
2. Novartis hereby agrees to sign all necessary papers prepared by the Assignee and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of the Assignee or its successors and assigns. Novartis hereby authorizes and requests the officials of the United States Patent and Trademark Office to issue to Assignee all of Novartis' right, title and interest in and to the Assigned Trademarks for the sole use and enjoyment of Assignee, its successors and assigns. The Assignee shall file necessary requests for recordal of the assignment of the Assigned Trademarks with the relevant authorities at the USPTO within 6 (six) months from the date of this Agreement mentioned above.
3. The failure of any party hereto to assert a right hereunder or to insist upon compliance with any term or condition of this Assignment shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other parties hereto. No waiver shall be effective unless it has been given in writing and signed by the party giving such waiver. No provision of this

Assignment may be amended or modified other than by a written document signed by authorized representatives of each party hereto.

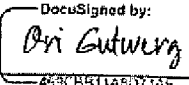
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provision thereof. Any disputes arising out of or in connection with this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrators appointed in accordance with the rules. The legal place of arbitration shall be Zurich, Switzerland. The language of the arbitration shall be English.

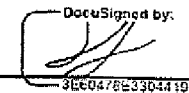
5. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Novartis and the Assignee have caused this Assignment to be executed.

**LABORATORIOS LEÓN FARMA, S.A.**

By:    
 DocuSigned by: Ori Gutwerg  
 463CBB11A8D74AS ...  
 Name: Ori Gutwerg  
 Title: President and GM Xiromed

By:    
 DocuSigned by: Lucas Sigman  
 9EE0478E330441D ...  
 Name: Lucas Sigman  
 Title: General manager industrial business

**NOVARTIS AG**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Assignment of Trademarks*

IN WITNESS WHEREOF, Novartis and the Assignee have caused this Assignment to be executed.

**LABORATORIOS LEÓN FARMA, S.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

**NOVARTIS AG**

By:  \_\_\_\_\_

Name: MYRTHA HURTADO RIVAS

Title: AUTHORIZED SIGNATURE

By:  \_\_\_\_\_

Name: DAVID DEGEV

Title: AUTHORIZED SIGNATURE

*Signature Page to Assignment of Trademarks*