

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486284

<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>
Allergan Pharmaceuticals International Limited		05/18/2018	Private Company Limited By Shares: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Millicent Holdings, Ltd.		
<b>Street Address:</b>	22 Victoria Street		
<b>Internal Address:</b>	Canon's Court		
<b>City:</b>	Hamilton		
<b>State/Country:</b>	BERMUDA		
<b>Postal Code:</b>	HM12		
<b>Entity Type:</b>	Exempted company: BERMUDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2740961	FEMRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	017637-1794		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	08/16/2018		
<b>Total Attachments: 11</b>			
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## **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is dated as of May 18, 2018 ("Effective Date"), and is made among Allergan Pharmaceuticals International Limited, an Irish private company limited by shares ("Seller"), Allergan, Inc., a Delaware corporation (Allergan, Inc., together with Seller, the "Assignors" and each, individually, an "Assignor"), and Millicent Holdings, Ltd., an exempted company incorporated under the laws of Bermuda ("Assignee").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Asset Purchase Agreement among Seller, Assignee and, for the limited purposes set forth therein, Millicent Pharma Limited (an Affiliate of Assignee), dated as of May 18, 2018 (the "Purchase Agreement"), among other things, Seller has agreed to (and cause its applicable Affiliates to) sell, convey, assign and transfer to Assignee, at the Closing, all right, title and interest in, to and under all of the Purchased Assets, including the Purchased Trademarks (as listed on Schedule A hereto) and the Purchased Domain Names (as listed on Schedule B hereto) (the Purchased Trademarks and Purchased Domain Names, collectively, the "Assigned Intellectual Property"); and

**WHEREAS**, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which each Assignor shall assign to Assignee all of such Assignor's respective right, title and interest in, to and under the Assigned Intellectual Property, as the case may be.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 8.9 of the Purchase Agreement.

2. Assignment of Rights in Purchased Trademarks. Effective upon the Effective Date, each Assignor hereby sells, conveys, assigns and transfers to Assignee all of such Assignor's respective right, title and interest in, to and under (a) the Purchased Trademarks, (b) the goodwill associated with the use of and symbolized by the Purchased Trademarks, (c) all applications and registrations for the Purchased Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Purchased Trademarks throughout the world, including (i) any claim by such Assignor against Third Parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks, (ii) the exclusive right to apply for, maintain and claim priority from all registrations, renewals or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

3. Assignment of Rights in Purchased Domain Names. Effective upon the Effective Date, each Assignor hereby sells, conveys, assigns and transfers to Assignee all of such Assignor's respective right, title and interest in, to and under (a) the Purchased Domain Names, (b) all applications and registrations for the Purchased Domain Names, and (c) any and all rights,

benefits, privileges and proceeds under the Purchased Domain Names throughout the world, including (i) any claim by such Assignor against Third Parties for past, present or future infringement, misappropriation, misuse or other violation of the Purchased Domain Names, (ii) the exclusive right to apply for and maintain all registrations and renewals thereof, and (iii) the exclusive right to grant licenses or other interests therein.

4. Power of Attorney. Each Assignor hereby appoints Assignee as such Assignor's true and lawful attorney in fact for the sole purpose of this Agreement, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient, in each case solely in order to vest or perfect the rights and causes of action to and under the Assigned Intellectual Property more effectively onto Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto.

5. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of New York, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

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**IN WITNESS WHEREOF**, each Assignor has executed this Trademark and Domain Name Assignment Agreement as of the date first set forth above.

**ASSIGNORS:**

ALLERGAN PHARMACEUTICALS  
INTERNATIONAL LIMITED (AS SUCCESSOR-  
IN-INTEREST TO WARNER CHILCOTT  
(IRELAND) LIMITED)

By: Shauna Crossan  
Name: SHAUNA CROSSAN  
Title: DIRECTOR

ALLERGAN, INC.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

IN WITNESS WHEREOF, each Assignor has executed this Trademark and Domain Name Assignment Agreement as of the date first set forth above.

**ASSIGNORS:**

ALLERGAN PHARMACEUTICALS  
INTERNATIONAL LIMITED (AS SUCCESSOR-  
IN-INTEREST TO WARNER CHILCOTT  
(IRELAND) LIMITED)

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

Name:

Title:

ALLERGAN, INC.

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

Name: A. Robert D. Bailey

Title: Chief Legal Officer + Corporate Secretary

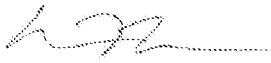
*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**TRADEMARK**  
**REEL: 006415 FRAME: 0172**

**IN WITNESS WHEREOF**, the Assignee has executed this Trademark and Domain Name Assignment Agreement as of the date first set forth above.

**ASSIGNEE:**

MILLICENT HOLDINGS, LTD.

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

Name: William McMullan  
Title: Director

Schedule A  
Purchased Trademarks

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE
FEMRING	Canada	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	8-Aug-13	1638777			
FEMRING	Denmark	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	27-Nov-90	VA199009074	26-Feb-93	VR199301678	26-Feb-23
FEMRING	EUTM	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	2-Apr-01	002160786	11-Dec-02	002160786	2-Apr-21
FEMRING	Finland	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	28-Nov-90	199006176	5-Apr-03	125946	5-Apr-23
FEMRING	Hong Kong	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	9-Apr-14	302956816	9-Apr-14	302956816	7-Apr-24
FEMRING	Indonesia	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	16-Apr-14	D002014017265			
FEMRING	Iraq	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	24-Sep-14	67757			24-Sep-24
FEMRING	Ireland	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	13-Jun-00	223641	30-Dec-02	223641	13-Jun-20



TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE
FEMRING	Ireland	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	23-May-90	1990/03201	7-Jun-90	139665	22-May-27
FEMRING	Ireland	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	23-May-90	1990/03202	7-Jun-90	139666	22-May-27
FEMRING	Japan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	14-Dec-90	HO2-138557	29-Jan-93	2497004	29-Jan-23
FEMRING	Japan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	14-Dec-90	HO2-138556	26-Feb-93	2510810	26-Feb-23
FEMRING in Katakana	Japan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	14-Dec-90	HO-138558	26-Feb-93	2510811	26-Feb-23
FEMRING in Katakana	Japan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	14-Dec-90	HO2-138559	29-Jan-93	2497005	29-Jan-23
FEMRING	Jordan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	19-Aug-14	135965	19-Aug-14	135965	19-Aug-24
FEMRING	Jordan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	19-Aug-14	141425	18-Aug-14	141425	19-Aug-24
FEMRING	Kuwait	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	10-Sep-14	156681	3-Apr-16	131837	10-Sep-24

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE
FEMRING	Kuwait	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	10-Sep-14	156682	3-Apr-16	131838	10-Sep-24
FEMRING	Lebanon	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	31-Jul-14	159493	31-Jul-14	159493	31-Jul-29
FEMRING	Malaysia	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	10-Apr-14	2014004029	10-Apr-14	2014004029	10-Apr-24
FEMRING	Malaysia	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	10-Apr-14	2014004030	10-Apr-14	2014004030	10-Apr-24
FEMRING	Norway	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	27-Nov-90	19906218	14-May-92	150506	14-May-22
FEMRING	Qatar	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	12-Aug-14	91067	11-Sep-17	91067	11-Aug-24
FEMRING	Qatar	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	12-Aug-14	91068	11-Sep-17	91068	11-Aug-24
FEMRING	Saudi Arabia	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	13-Aug-14	1435018996	12-Feb-15	1435018996	25-Apr-24
FEMRING	Saudi Arabia	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	13-Aug-14	1435018997	12-Feb-15	1435018997	25-Apr-24

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE
FEMRING	Sweden	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	28-Nov-90	1990010932	3-Dec-93	0253635	3-Dec-23
FEMRING	Taiwan	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	10-Apr-14	103019677	1-Jan-16	1748784	31-Dec-25
FEMRING	Turkey	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	2-Jul-14	2014-55721	2-Jul-14	2014-55721	2-Jul-24
FEMRING	United Arab Emirates	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	2-Sep-14	216954			2-Sep-24
FEMRING	United Arab Emirates	Pending	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	2-Sep-14	216955			2-Sep-24
FEMRING	UK	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	4-Jun-90	1429645	10-Jan-92	1429645	23-May-27
FEMRING	UK	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	13-Jun-00	2235754	13-Jun-00	2235754	13-Jun-20
FEMRING	US	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	28-Jun-00	76/079,677	29-Jul-03	2740961	29-Jul-23

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DUE
FEMRING	WIPO (including AU, BH, BX, CN, EG, DE, IR, IT, MG, NZ, OM, PT, KR, SG, ES, SY, VT)	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	21-Nov-90	563833	21-Nov-90	563833	21-Nov-20
FEMRING	Yemen	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	18-Aug-14	67909	18-Aug-14	67909	18-Aug-24
FEMRING	Yemen	Registered	Allergan Pharmaceuticals International Limited (formerly Warner Chilcott (Ireland) Limited)	18-Aug-14	67910	18-Aug-14	67910	18-Aug-24

**Schedule B**

**Purchased Domain Names**

- femring.com
- femring.net
- femring.biz
- femring.info
- femring.org