

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Medicines Company		08/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sandoz Inc.		
Street Address:	100 College Road West		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2427591	ANGIOMAX	
CORRESPONDENCE DATA			
Fax Number:	9198618913		
<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:	919-861-8903		
Email:	mtepper@teiplaw.com		
Correspondent Name:	Maury M. Tepper, III		
Address Line 1:	3724 Benson Drive		
Address Line 4:	RALEIGH, NORTH CAROLINA 27609		
NAME OF SUBMITTER:	Maury M. Tepper, III		
SIGNATURE:	/Maury M. Tepper, III/		
DATE SIGNED:	09/12/2018		
Total Attachments: 6			
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OP \$40.00 2427591

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated as of August 22, 2018, (the "Effective Date"), is made by and between THE MEDICINES COMPANY, a Delaware corporation, with an office at 8 Sylvan Way, Parsippany, New Jersey 07054 ("Assignor"), and SANDOZ INC., a Colorado corporation, with an office at 100 College Road West, Princeton, New Jersey 08540, or an Affiliate of Sandoz Inc. (collectively, "Assignee"). Hereinafter, Assignor and Assignee will collectively be referred to as the "Parties", or individually as a "Party".

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule I, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 22, 2018 (the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor and has agreed to execute and deliver this Assignment Agreement to sell, assign and transfer to Assignee the Trademarks and for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the respective meanings assigned to them in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of all of Assignor's right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment Agreement and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter and including, without limitation, all of Assignor's rights to all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of indemnification, rights of recovery and rights of setoff against third persons for infringement, misappropriation, breach, default or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees, costs, injunctive relief and other legal and equitable relief, including from acts which may have occurred prior to the Effective Date, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "Trademark Rights"). For the avoidance of doubt, this Section 2 conveys, transfers and assigns to Assignee the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover,

any such damages. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Assignment Agreement upon request by Assignee.

Section 3. Miscellaneous. Sections 8.1 (Expenses), 8.2 (Governing Law and Jurisdiction), 8.3 (Waiver of Jury Trial), 8.4 (Specific Performance), 8.6 (Waiver and Amendments), 8.8 (Entire Agreement; No Third Party Beneficiaries), 8.10 (Notices), 8.11 (Headings), and 8.12 (Counterparts) of the Purchase Agreement are hereby incorporated by reference *mutatis mutandis*. No amendment or modification to any of the terms hereof will be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

THE MEDICINES COMPANY

By: Christopher Visioli
Name: Christopher Visioli
Title: Chief Financial Officer

ASSIGNEE:

SANDOZ INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment and Assumption Agreement]

TRADEMARK
REEL: 006441 FRAME: 0567

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment Agreement to be executed by its respective duly authorized representative as of the Effective Date.

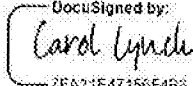
ASSIGNOR:

THE MEDICINES COMPANY

By: _____
Name:
Title:

ASSIGNEE:

SANDOZ INC.

By:  _____
Name: Carol Lynch
Title: President Sandoz US

Schedule I: Trademarks

Registered Trademarks

ANGIOMAX

FED TM 75758548 | FED TM 2427591

Filed Date: July 23, 1999

RENEWED

Trademark

Mark: ANGIOMAX

Languages: English

Mark Type: TRADEMARK

Design Type: WORD ONLY

Design Limit: NO

Status

Active/Inactive: ACTIVE

Status: RENEWED

Status Description: REGISTERED AND RENEWED

Status Date: 2010-09-23

Affidavit Section: REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED

Affidavit Date: 2010-09-23

Identity

Application No.: 75758548

Registration No.: 2427591

Country - Organization: US Federal

Date

Filed: 1999-07-23

Registered: 2001-02-06

Renewal Deadline: February 8, 2021

Owner

Current Owner:

MEDICINES COMPANY, THE

Registrant:

MEDICINES COMPANY, THE

8 SYLVAN WAY, GLOBAL CENTER

PARSIPPANY, NEW JERSEY 07054

Entity: CORPORATION

State of Incorporation or Organization: DELAWARE

Owner at Publication:

MEDICINES COMPANY, THE

SUITE 408
ONE CAMBRIDGE CENTER
CAMBRIDGE, MASSACHUSETTS 021421605
Entity: CORPORATION
State of Incorporation or Organization: DELAWARE

Applicant:
MEDICINES COMPANY, THE
SUITE 408
ONE CAMBRIDGE CENTER
CAMBRIDGE, MASSACHUSETTS 021421605
Entity: CORPORATION
State of Incorporation or Organization: DELAWARE