

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis Consumer Health S.A.		06/30/2017	Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Combe Incorporated		
Street Address:	1101 Westchester Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1290700	VAGISTAT	
Registration Number:	3174689	VAGISTAT-3	
CORRESPONDENCE DATA			
Fax Number:	3125801189		
<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:	3125801180		
Email:	rcaliri@olsonip.com, docket@olsonip.com		
Correspondent Name:	ROBERT R. CALIRI		
Address Line 1:	20 NORTH WACKER DRIVE, 36TH FLOOR		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	500000		
NAME OF SUBMITTER:	Robert R. Caliri		
SIGNATURE:	/Robert R. Caliri/		
DATE SIGNED:	01/28/2019		
Total Attachments: 8			
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**TRADE MARK,
PRODUCT INTELLECTUAL PROPERTY RIGHTS
AND TRADE DRESS
ASSIGNMENT**

DATED JUNE 30, 2017

NOVARTIS CONSUMER HEALTH S.A.

and

COMBE INCORPORATED

ALLEN & OVERY

Allen & Overy LLP

THIS ASSIGNMENT is dated June 30, 2017

BETWEEN:

- (1) **NOVARTIS CONSUMER HEALTH S.A.**, a company incorporated under the laws of Switzerland with registered number CHE-102.429.188 and whose registered office is at Route de l'Etraz, 1197 Prangins, Switzerland (the **Assignor**); and
- (2) **COMBE INCORPORATED**, a corporation of Delaware, USA, whose registered office is at 1101 Westchester Avenue, White Plains, New York 10604, USA (the **Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks, the Product Intellectual Property Rights and the Trade Dress (each as defined below).
- (B) As part of an agreement dated 15 May 2017 between Seller and the Assignee (**Asset Purchase Agreement**), the Assignor agreed to transfer to the Assignee the Trade Marks, Product Intellectual Property Rights and the Trade Dress, together with the goodwill of the business in connection with which the Trade Marks, Product Intellectual Property Rights and the Trade Dress are used and which is symbolized by the Trade Marks, Product Intellectual Property Rights, and Trade Dress, throughout the Territory.
- (C) The parties now wish to give full effect to the Asset Purchase Agreement by entering into this assignment.

IT IS AGREED:

1. Interpretation

In this assignment:

Completion means completion of the sale and purchase of the several assets to be sold by the Seller to the Assignee in accordance with the Asset Purchase Agreement;

GSK Group means GlaxoSmithKline PLC and each of its subsidiaries (other than the Seller's Group);

GSK House Style means the relevant part of the Trade Dress of the Product which is intended to communicate to the public that the Product originates from the Seller's Group or the GSK Group, including any design, logo or other feature that is used in such presentation of any products (other than the Product), sold by a member of the Seller's Group or the GSK Group at Completion;

Intellectual Property Rights means:

- (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered);
- (b) applications for registration, and the right to apply for registration, for any of these rights; and
- (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Novartis Group means Novartis AG and each of its subsidiaries;

Novartis House Style means the relevant part of the Trade Dress of the Product which is intended to communicate to the public that the Product originates from the Novartis Group, including any design, logo or other feature that is used in such presentation of any products (other than the Product) sold by a member of the Seller's Group or the Novartis Group at Completion; **Product** means the product set out in Schedule 2 in respect of the Territory listed alongside such Product;

Product Intellectual Property Rights means the Intellectual Property Rights (other than the Trade Marks) owned by the Assignor subsisting in and relating exclusively to the Product;

Seller means GlaxoSmithKline Consumer Healthcare Holdings Limited;

Seller's Group means the Seller and each of its subsidiaries from time to time;

Territory means in relation to the Product, the country set out opposite the name of the Product in Schedule 2;

Trade Dress means, in respect of the Product, the layout, designs and colouring of any external or internal packaging for that Product in the Territory, including labelling and patient information leaflets, but excluding any GSK House Style or Novartis House Style for that Product (as applicable); and

Trade Marks means the registered trade marks set out in Schedule 1.

2. In consideration of payment by the Assignee as set out in the Asset Purchase Agreement, the Assignor hereby assigns to the Assignee such right, title and interest as it holds in the Trade Marks, Product Intellectual Property Rights and the Trade Dress together with all goodwill of the business in connection with which the Trade Marks, Product Intellectual Property Rights and the Trade Dress are used and which is symbolized by the Trade Marks, Product Intellectual Property Rights, and Trade Dress, throughout the Territory, including any unregistered common law rights relating to the Trade Marks in the Territory.
3. This assignment does not include the right to bring action or claim relief in respect of any infringement of the Trade Marks before the date of this assignment.
4. The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this assignment as soon as reasonably practicable including, in the case of UK Trade Marks, to enable the Assignee to record their assignment in the records of the United Kingdom Trade Mark Registry, and, in the case of non-UK Trade Marks, to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in those registries.
5. The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of the Trade Marks, Product Intellectual Property Rights and Trade Dress in this assignment, but this is without prejudice to the provisions of the Asset Purchase Agreement.
6. This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this agreement) and the parties submit to the exclusive jurisdiction of the English courts. The Assignee irrevocably appoints Combe International Limited of Cedar Court, Guildford Road, Leatherhead, Surrey, KT22 9RX, England as its agent in England for service of process.

SCHEDULE I

Trade Marks

Country	Mark Name	Class Description	Application Number	Filed Date	Registration Number	Registration Date	Status	Renewal Due Date	Owners
United States of America	VAGISTAT-3	5 - Pharmaceutical preparation for the treatment of fungus infections of the female reproductive tract.	78134396	2002-06-10	3174689	2006-11-21	Registered	2026-11-21	Novartis Consumer Health S.A.
United States of America	VAGISTAT	5 - Pharmaceutical preparation for the treatment of fungus infections of the female reproductive tract.	73439424	1983-08-15	1290700	1984-08-21	Registered	2024-08-21	Novartis Consumer Health S.A.

SCHEDULE 2

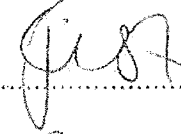
Product

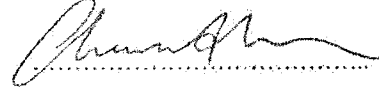
Brand Name	GSK Product Code (UPC Code)	Product	Unit Size	Pack Size (Case Units)	Territories
VAGISTAT	3-0067-2091-03-1	Vagistat 3 Suppositories Cream	9 gm	24 packs	USA

This assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

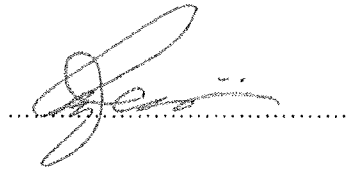
SIGNATORIES

Jo GRIST
SIGNED by CHARLES ATKINSON)
for NOVARTIS CONSUMER)
HEALTH S.A.)


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SIGNED by ANTHONY M. SANTINI
for COMBE INCORPORATED)

A handwritten signature in black ink, appearing to read "Anthony M. Santini", written over a horizontal dotted line.

[IP Assignment Agreement – Signature
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