

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALZA CORPORATION		03/07/2019	Corporation:
RECEIVING PARTY DATA			
Name:	BAXTER HEALTHCARE CORPORATION		
Street Address:	One Baxter Parkway		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1744235	DOXIL	
Registration Number:	1532606	STEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lisa_morani@baxter.com		
Correspondent Name:	Lisa Morani		
Address Line 1:	One Baxter Parkway		
Address Line 4:	Deerfield, ILLINOIS 60015		
NAME OF SUBMITTER:	JEFFREY C. NICHOLS		
SIGNATURE:	/jeffrey c. nichols/		
DATE SIGNED:	03/20/2019		
Total Attachments: 11			
source=Agreement Alza and BHC#page1.tif			
source=Agreement Alza and BHC#page2.tif			
source=Agreement Alza and BHC#page3.tif			
source=Agreement Alza and BHC#page4.tif			
source=Agreement Alza and BHC#page5.tif			
source=Agreement Alza and BHC#page6.tif			

CH \$65.00 1744235

source=Agreement Alza and BHC#page7.tif
source=Agreement Alza and BHC#page8.tif
source=Agreement Alza and BHC#page9.tif
source=Agreement Alza and BHC#page10.tif
source=Agreement Alza and BHC#page11.tif

TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement (the "Trademark Transfer Agreement"), dated as of March 7, 2019, is made by and between:

ALZA CORPORATION, a Delaware corporation ("Assignor")

AND

BAXTER HEALTHCARE CORPORATION, a Delaware corporation ("Purchaser")

(Assignor and Purchaser hereinafter collectively referred to as the "Parties" and individually referred to as a "Party")

WHEREAS:

A. Assignor and Purchaser have entered into an agreement with respect to the transfer from Assignor and its affiliates to Purchaser of assets and rights related to the pharmaceutical product "DOXIL®" (the "Product").

B. Assignor owns the trademark registrations identified on Schedule A ("Transferred Trademarks").

C. In furtherance of the agreement referred to above, Assignor now wishes to assign the Transferred Trademarks to Purchaser, and Purchaser desires to acquire the Transferred Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Trademark Assignment. Effective as of the date hereof, Assignor hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby accepts all right, title and interest of Assignor in and to (i) the Transferred Trademarks, including all applications, registrations, renewals and/or extensions thereof, together with the goodwill of the business or the Product symbolized thereby and including all common law rights therein and (ii) all rights to sue for past, present, and future infringements or other violation of the foregoing, including the right to recover damages, profits and injunctive relief for such infringement or other violation and to settle suits involving claims and demands for royalties or other amounts owed to Assignor, in each case to be held and enjoyed by Purchaser for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (the "Trademark Assignment").
2. Recording and Registration. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Purchaser shall, at Purchaser's expense, prepare or cause to be prepared and shall file or cause to be filed, and thereafter use commercially reasonable efforts to pursue in the United States Patent and Trademark Office.
3. Certain Agreements. Purchaser accepts and undertakes to fulfill the obligations of Assignors under the agreements listed in Schedule B hereto.

CONFIDENTIAL
Trademark Transfer Agreement

4. Binding Effect; Assignment. This Trademark Transfer Agreement shall bind and be performed for the benefit of the Parties, and their respective successors and permitted assignees, and shall not be transferred or assigned by either Party without the written approval of the other Party hereto.
5. Governing Law. This Trademark Transfer Agreement shall be governed by the laws of the State of New York, United States, without regard to its conflict of law provisions. Any controversy, claim or dispute arising from or related in any way to this Trademark Transfer Agreement or the execution, interpretation, application, performance, breach, termination or validity thereof, including any claim of inducement thereof by fraud or otherwise, shall be resolved as separately agreed by the parties.
6. Entire Agreement. This Trademark Transfer Agreement, the agreement first referred to above and the agreements entered into thereunder are the entire agreement of the Parties with respect to the subject matter hereof. For the avoidance of doubt, the representations, warranties, indemnities and dispute resolution provisions separately agreed to by the Parties shall apply to this Trademark Transfer Agreement.
7. Further Assurances. Upon Purchaser's reasonable request, Assignor and its affiliates shall take such further actions and execute and deliver such additional instruments and documents, in each case at Purchaser's reasonable cost and expense and as Purchaser may reasonably request, to give effect to the foregoing assignments.
8. Miscellaneous.
 - a. Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given or delivered (a) when sent, if sent by facsimile or electronic mail, provided the facsimile transmission or electronic mail receipt is promptly confirmed by telephone or electronic mail, (b) when delivered, if delivered personally to the intended recipient and (c) three (3) days following sending by overnight delivery via a reputable international courier service that maintains record of receipt and, in each case, addressed to a party at the following address for such party:

if to Assignor to:

Alza Corporation
950 Page Mill Road
Palo Alto, CA 94304

CONFIDENTIAL
Trademark Transfer Agreement

Attn:
Telephone:
Email for confirmation:

with copies (which shall not constitute notice) to:

Johnson & Johnson Law Department
Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Telephone: (732) 524-1700
Facsimile: (732) 524-2788
Email: ggrimm@its.jnj.com; tkan@its.jnj.com
Attn: G.M. Grimmet, Esq.; Tahera Kan

and

Goodwin Procter LLP
620 Eighth Avenue
New York, New York 10018-1405
United States of America
Telephone: (212) 813-8841
Facsimile: (646) 607-3481
Email: kbrown@goodwinlaw.com; jschur@goodwinlaw.com
Attn: Kristopher D. Brown, Esq.; Jonathan Schur, Esq.

if to Purchaser, to:

Baxter Healthcare Corporation
One Baxter Parkway
Deerfield, IL 60015
Attn: General Counsel
Telephone:
Email: general_counsel@baxter.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
330 N. Wabash Ave., Suite 2800
Attn: Mark Gerstein; Zachary Judd

CONFIDENTIAL
Trademark Transfer Agreement

Telephone: (312) 876-7700

Email: Mark.Gerstein@lw.com; Zachary.Judd@lw.com

or to such other address(es) as shall be furnished in writing by any such party to the other parties in accordance with the provisions of this Section 5a.

- b. Amendment; Waiver. Any provision of this Trademark Transfer Agreement may be amended, discharged, released or waived if, and only if, such may be amended, discharged, released or waived if, and only if, such amendment or waiver is in writing and signed by a duly authorized representative of: (a) in the case of an amendment, Purchaser and Alza, and (b) in the case of a waiver, the Party or entity against whom the discharge, release or waiver is to be effective. No failure or delay by either Party or entity in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver by one of the Parties of one or several provisions of this Trademark Transfer Agreement or, in the event of the violation thereof, shall constitute a precedent for another case involving this provision or any other provision. Furthermore, in the event of the waiver of a particular provision, all the other provisions of this Trademark Transfer Agreement shall remain in full force and effect.
- c. Costs and Expenses; Prosecution and Maintenance.
 - i. Any governmental, regulatory or administrative charges, fees or taxes (including registration taxes and stamp duties but excluding direct taxes and withholding taxes) arising from or relating to this Trademark Transfer Agreement or the transactions provided for herein shall be borne by Purchaser.
 - ii. Except as otherwise expressly provided in this Trademark Transfer Agreement, whether or not the transactions contemplated by this Trademark Transfer Agreement are consummated, all other costs and expenses incurred in connection with this Trademark Transfer Agreement and the transactions contemplated hereby shall be borne by the Party incurring such expenses.
 - iii. Notwithstanding the recording status of any Transferred Trademark, effective as of the date hereof, Purchaser shall control the prosecution and

CONFIDENTIAL
Trademark Transfer Agreement

maintenance of the Transferred Trademarks, and any costs thereof shall be borne by the Purchaser.

- d. Counterparts. This Trademark Transfer Agreement may be executed in one or more counterparts and in PDF format, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
- e. Headings. The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of such agreements and shall not be deemed to limit or affect any of the provisions hereof or thereof.
- f. Severability. The provisions of this Trademark Transfer Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of the Trademark Transfer Agreement or the application thereof to any person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of the Trademark Transfer Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction. To the extent permitted under applicable law, each Party waives any legal provision making a provision of the Trademark Transfer Agreement invalid, illegal or non-enforceable in all respects.
- g. Language. This Trademark Transfer Agreement has been prepared in the English language and all issues of interpretation shall be determined by reference to the English language original. To the extent that the original version of any document to be provided, or any communication to be given or made, to Alza under this Trademark Transfer Agreement is in a language other than English, the document or communication shall be accompanied by an English translation certified by an authorized Representative of Purchaser to be a true and correct translation of the original. Alza may, if it so requires, obtain an English translation of any document or communication received in another language other

CONFIDENTIAL
Trademark Transfer Agreement

than English at the cost and expense of Purchaser. Alza may deem any such English translation to be the governing version between Alza and Purchaser.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Transfer Agreement as of the date first written above.

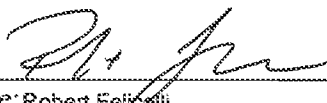
ALZA CORPORATION

By: Kate Chadduck
Name: Kate Chadduck
Title: President ALZA Corporation

[SIGNATURE PAGE TO TRADEMARK TRANSFER AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Transfer Agreement as of the date first written above.

BAXTER HEALTHCARE CORPORATION

By: 
Name: Robert Felipelli
Title: President, Pharmaceuticals

[Signature Page to Trademark Transfer Agreement]

TRADEMARK
REEL: 006597 FRAME: 0770

Schedule A

Transferred Trademarks

Trademark	Country	Company	Registration number	Registration date
DOXIL	USA	ALZA CORPORATION	1744235	05/JAN/1993
STEALTH	USA	ALZA CORPORATION	1532606	04/APR/1989

Schedule B

Certain Agreements

1. Trademark Settlement Agreement regarding "DOXIL" by and between Johnson & Johnson, Alza Corporation and Laboratorios Salvat, S.A., dated March 15, 2014.
2. Settlement Agreement regarding "STEALTH" and "STEALTH RNAI" by and among Johnson & Johnson, Alza Corporation and Life Technologies Corporation, dated January 13, 2009.
3. Agreement regarding "STEALTH" by and between Liposome Technology, Inc. and MEM Company, Inc., dated as of June 24, 1992.
4. Agreement regarding "STEALTH" by and between Alza Corporation and Zedchem (Pty) Limited, dated as of January 28, 2002.