

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock & Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson & Johnson		03/01/2015	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Cardinal Health 501 Dutch C.V.		
Street Address:	7000 Cardinal Place		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Partnership: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1626920	PALMAZ	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	N. Christopher Norton, Arent Fox LLP		
Address Line 1:	1717 K Street., NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	037175.04883		
NAME OF SUBMITTER:	N. Christopher Norton		
SIGNATURE:	/N. Christopher Norton/		
DATE SIGNED:	02/07/2020		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made and entered into as of October 2, 2015 between Johnson & Johnson, a New Jersey corporation ("Assignor") and Cardinal Health 501 Dutch C.V., a Netherlands limited partnership ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Stock and Asset Purchase Agreement, dated as of March 1, 2015 (the "Stock and Asset Purchase Agreement"), between Ethicon, Inc., a New Jersey corporation, and Cardinal Health, Inc., an Ohio corporation ("Buyer"), Buyer agreed to purchase, acquire and accept (either directly or through one or more of its Affiliates), Assignor's worldwide right, title and interest in, to and under all trademarks, servicemarks, names, corporate names, domain names, trade dress, logos, slogans, and other similar designations of source or origin set forth on Schedule A hereto, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals therefor (hereinafter collectively referred to as the "Trademarks"). Each capitalized term used and not defined in this Trademark Assignment shall have the meaning assigned to it in the Stock and Asset Purchase Agreement;

WHEREAS, pursuant to the Stock and Asset Purchase Agreement, Buyer (or an Affiliate of Buyer) has or will purchase certain assets and equity interests related to the Business and to which the Trademarks pertain; and

WHEREAS, in accordance therewith, Assignor desires to sell, convey, transfer and assign to Assignee, and Assignee desires to accept the sale, conveyance, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under such Trademarks.

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all of Assignor's rights and actions for past infringement and/or misappropriation, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

This Trademark Assignment, together with the Stock and Asset Purchase Agreement (including all Exhibits thereto), the Disclosure Letter, the Confidentiality Agreement and the other Transaction Documents, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such

matters. In the event of a conflict or inconsistency between the terms of the Stock and Asset Purchase Agreement and the terms hereof, the terms of the Stock and Asset Purchase Agreement shall govern.

This Trademark Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as permitted under Section 11.06(a) of the Stock and Asset Purchase Agreement, this Agreement may not be assigned by any party hereto without the prior written consent of the other party hereto.

Assignor hereby agrees, without further consideration, to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Buyer or to its successors or assigns, or to evidence the rights, hereby transferred.

Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Stock and Asset Purchase Agreement or constitute a waiver or release by any party to the Stock and Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

This Trademark Assignment shall be governed in accordance with the laws of the State of New York without regard to the choice of law provisions thereof. Any dispute directly related to the breach of this Trademark Assignment shall be resolved in accordance with Section 11.12 of the Stock and Asset Purchase Agreement. **IN CONNECTION WITH ANY DISPUTE HEREUNDER EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

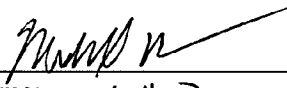
This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Agreement.

This Trademark Assignment shall be subject to the provisions set forth in Section 1.02 of the Stock and Asset Purchase Agreement, except to the extent that any contrary or different terms are set forth herein.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

JOHNSON & JOHNSON

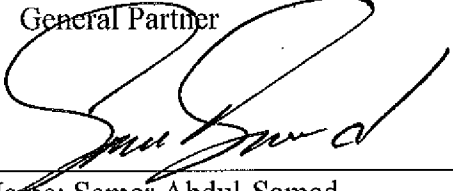
By: 
Name: Michelle Ryan
Title: Treasurer

[Signature Page to Trademark Assignment]

ASSIGNEE:

CARDINAL HEALTH 501 DUTCH C.V.

By: Cardinal Health 500, LLC,
General Partner

By: 
Name: Samer Abdul-Samad
Title: Senior Vice President & Treasurer

Schedule A
Trademarks

Trademark	Country	Application number	Registration number	Owner
AQUA T3	EL SALVADOR	33788	165/10	JOHNSON & JOHNSON
AQUA T3	JORDAN	73908	73908	JOHNSON & JOHNSON
AQUA T3	NICARAGUA	2006-04416	0703333 LM	JOHNSON & JOHNSON
AQUASTENT	BAHAMAS	18624	18624	JOHNSON & JOHNSON
AQUASTENT	BERMUDA	27918	27918	JOHNSON & JOHNSON
AQUASTENT	DOMINICAN REPUBLIC	1-84946	84946	JOHNSON & JOHNSON
AQUASTENT	GREECE	129546	129546	JOHNSON & JOHNSON
AQUASTENT	INDONESIA	R002006 001850	IDM000083596	JOHNSON & JOHNSON
AQUASTENT	ISRAEL	104489	104489	JOHNSON & JOHNSON
AQUASTENT	JORDAN	40929	40929	JOHNSON & JOHNSON
AQUASTENT	NEW ZEALAND	261405	261405	JOHNSON & JOHNSON
AQUATRACK	NICARAGUA	2004-00716	83345 LM	JOHNSON & JOHNSON
AQUATRACK	SWEDEN	2000/06182	366488	JOHNSON & JOHNSON
ATW & DESIGN	ARGENTINA	2284242	2494683	JOHNSON & JOHNSON
ATW & DESIGN	NIGERIA	F/TM/2009/240 3	82480	JOHNSON & JOHNSON
CIPHER ADVANCED	BOLIVIA	108410-C	108410-C	JOHNSON & JOHNSON
CORDIS PRECISE	UNITED KINGDOM (Great Britain)	2173531	2173531	JOHNSON & JOHNSON
CROSSFLEX	ISRAEL	106728	106728	JOHNSON & JOHNSON
CYPHER	DOMINICAN REPUBLIC	34819	138770	JOHNSON & JOHNSON
CYPHER	VENEZUELA	9426/2001	P-240.786	JOHNSON & JOHNSON
CYPHER LOGO	THAILAND	501701	185534	JOHNSON & JOHNSON
DURALYN	JAPAN	HEI8-111723	4150753	JOHNSON & JOHNSON
ELITECROSS	SAUDI ARABIA	1435020344	1435020344	JOHNSON & JOHNSON
EMERALD	NIGERIA	F/TM/2009/239	82478	JOHNSON &

Trademark	Country	Application number	Registration number	Owner
		8		JOHNSON
EXOSEAL	CHILE	775200	805725	JOHNSON & JOHNSON
FRONTRUNNER	RUSSIAN FEDERATION	2011719783	460125	JOHNSON & JOHNSON
GROUND BREAKING, LIFE CHANGING	INDIA	1296819	1296819	JOHNSON & JOHNSON
INCRAFT	DOMINICAN REPUBLIC	2010-5286	180649	JOHNSON & JOHNSON
INFINITI	NIGERIA	F/TM/2009/2399	89199	JOHNSON & JOHNSON
JINDO	BRAZIL	821907727	821907727	JOHNSON & JOHNSON
MAKE YOUR FIRST INTERVENTION LAST	EL SALVADOR	30134	134/51	JOHNSON & JOHNSON
MAKE YOUR FIRST INTERVENTION LAST	HONDURAS	16090	2097	JOHNSON & JOHNSON
MAXI LD	RUSSIAN FEDERATION	2011719784	472126	JOHNSON & JOHNSON
NEUROFLEX	KOREA (SOUTH)	40-2000-0046130	516898	JOHNSON & JOHNSON
OUTBACK	RUSSIAN FEDERATION	2011719647	459580	JOHNSON & JOHNSON
PALMAZ	ARGENTINA	1376800	2432605	JOHNSON & JOHNSON
PALMAZ	AUSTRALIA	518650	518650	JOHNSON & JOHNSON
PALMAZ	BRAZIL	815234112	815234112	JOHNSON & JOHNSON
PALMAZ	CHINA	93065428	731029	JOHNSON & JOHNSON
PALMAZ	CHINA	970048653	1207579	JOHNSON & JOHNSON
PALMAZ	DENMARK	VA 1989 08009	VR 1992 07868	JOHNSON & JOHNSON
PALMAZ	FINLAND	T198904819	114027	JOHNSON & JOHNSON
PALMAZ	GREECE	95600	95600	JOHNSON & JOHNSON
PALMAZ	HONG KONG	2156	2819	JOHNSON & JOHNSON
PALMAZ	HONG KONG	12908	2815	JOHNSON & JOHNSON
PALMAZ	IRELAND	5225	134725	JOHNSON & JOHNSON
PALMAZ	ISRAEL	74421	74421	JOHNSON & JOHNSON
PALMAZ	KOREA (SOUTH)	40-1989-0024153	209944	JOHNSON & JOHNSON
PALMAZ	MEXICO	71973	374735	JOHNSON & JOHNSON
PALMAZ	NORWAY	19894528	146546	JOHNSON &

Trademark	Country	Application number	Registration number	Owner
				JOHNSON
PALMAZ	SWEDEN	1989/08695	224689	JOHNSON & JOHNSON
PALMAZ	UNITED KINGDOM (Great Britain)	1397115	1397115	JOHNSON & JOHNSON
PALMAZ	UNITED STATES OF AMERICA	74/028808	1626920	JOHNSON & JOHNSON
PALMAZ	VENEZUELA	16929/1989	155.020-F	JOHNSON & JOHNSON
PALMAZ (in Chinese)	HONG KONG	2156	199702819	JOHNSON & JOHNSON
PALMAZ (in Chinese)	HONG KONG	12908	199702815	JOHNSON & JOHNSON
PALMAZ (in Chinese)	SINGAPORE	T9702132J	T9702132J	JOHNSON & JOHNSON
PALMAZ BLUE	CHILE	748592	782862	JOHNSON & JOHNSON
PALMAZ BLUE	CHINA	5671696	5671696	JOHNSON & JOHNSON
PALMAZ BLUE	KOREA (SOUTH)	40-2006-0052277	726065	JOHNSON & JOHNSON
PALMAZ BLUE	MALAYSIA	06020912	06020912	JOHNSON & JOHNSON
PALMAZ BLUE	VENEZUELA	1857/2007	281.472-P	JOHNSON & JOHNSON
PALMAZ GENESIS	CHILE	596561	915677	JOHNSON & JOHNSON
PALMAZ GENESIS	CHINA	2000180677	1698135	JOHNSON & JOHNSON
PALMAZ GENESIS	GREECE	146998	146998	JOHNSON & JOHNSON
PALMAZ GENESIS	KOREA (SOUTH)	40-2000-0056218	523394	JOHNSON & JOHNSON
PALMAZ GENESIS	MEXICO	540252	773142	JOHNSON & JOHNSON
PALMAZ GENESIS	VENEZUELA	13908/2001	258.486-P	JOHNSON & JOHNSON
PALMAZ-SCHATZ	AUSTRALIA	518651	518651	JOHNSON & JOHNSON
PALMAZ-SCHATZ	BRAZIL	815234120	815234120	JOHNSON & JOHNSON
PALMAZ-SCHATZ	CHINA	970048654	1207582	JOHNSON & JOHNSON
PALMAZ-SCHATZ	DENMARK	VA 189 07522	VR 1991 00558	JOHNSON & JOHNSON
PALMAZ-SCHATZ	FINLAND	T198904820	114028	JOHNSON & JOHNSON
PALMAZ-SCHATZ	GREECE	95601	95601	JOHNSON & JOHNSON
PALMAZ-SCHATZ	HONG KONG	12907	2814	JOHNSON & JOHNSON
PALMAZ-SCHATZ	HONG KONG	2157	2820	JOHNSON &

Trademark	Country	Application number	Registration number	Owner
				JOHNSON
PALMAZ-SCHATZ	IRELAND	5224	134724	JOHNSON & JOHNSON
PALMAZ-SCHATZ	KOREA (SOUTH)	40-1989-0024155	209945	JOHNSON & JOHNSON
PALMAZ-SCHATZ	MEXICO	72273	373974	JOHNSON & JOHNSON
PALMAZ-SCHATZ	NORWAY	19894529	146547	JOHNSON & JOHNSON
PALMAZ-SCHATZ	SWEDEN	1989/08696	254199	JOHNSON & JOHNSON
PALMAZ-SCHATZ	UNITED ARAB EMIRATES	12536	24759	JOHNSON & JOHNSON
PALMAZ-SCHATZ	UNITED KINGDOM (Great Britain)	1397117	1397117	JOHNSON & JOHNSON
PALMAZ-SCHATZ	VENEZUELA	16928/1989	155.019-F	JOHNSON & JOHNSON
PALMAZ-SCHATZ (in Chinese)	HONG KONG	12907	199702814	JOHNSON & JOHNSON
PALMAZ-SCHATZ (in Chinese)	HONG KONG	2157	199702820	JOHNSON & JOHNSON
PALMAZ-SCHATZ (in Chinese)	SINGAPORE	T9702135E	T9702135E	JOHNSON & JOHNSON
PALMAZ-SCHATZ IN KANA	JAPAN	HEI4-111687	3035914	JOHNSON & JOHNSON
PARODI	BRAZIL	817877398	817877398	JOHNSON & JOHNSON
PARODI	JAPAN	HEI6-9342	3239157	JOHNSON & JOHNSON
PARODI	VENEZUELA	6696/1994	184.421-P	JOHNSON & JOHNSON
PARODI IN KANA	JAPAN	HEI6-9343	3239158	JOHNSON & JOHNSON
REFLEX	NIGERIA	F/TM/2009/2396	82482	JOHNSON & JOHNSON
REFLEX	RUSSIAN FEDERATION	2011719779	459581	JOHNSON & JOHNSON
REGATTA	ARGENTINA	1661148	2283037	JOHNSON & JOHNSON
REGATTA	BRAZIL	819798592	819798592	JOHNSON & JOHNSON
REGATTA	CHILE	780293	802347	JOHNSON & JOHNSON
REGATTA	CHINA	970004574	1153069	JOHNSON & JOHNSON
REGATTA	COLOMBIA	13408	201752	JOHNSON & JOHNSON
REGATTA	DENMARK	VA 1997 00023	VR 1997 02943	JOHNSON & JOHNSON
REGATTA	FINLAND	T199700025	207730	JOHNSON & JOHNSON
REGATTA	GREECE	132718	132718	JOHNSON &

Trademark	Country	Application number	Registration number	Owner
				JOHNSON
REGATTA	JAPAN	HEI8-146173	4141143	JOHNSON & JOHNSON
REGATTA	KOREA (SOUTH)	40-1997-0000620	393717	JOHNSON & JOHNSON
REGATTA	MEXICO	284593	541684	JOHNSON & JOHNSON
REGATTA	NORWAY	19970012	185608	JOHNSON & JOHNSON
REGATTA	SWEDEN	1997/00077	327299	JOHNSON & JOHNSON
REGATTA	TAIWAN	086001997	787148	JOHNSON & JOHNSON
REGATTA	UNITED KINGDOM	2119771	2119771	JOHNSON & JOHNSON
REGATTA	VENEZUELA	1722/2001	237.204-P	JOHNSON & JOHNSON
S.M.A.R.T.	CHILE	536733	852237	JOHNSON & JOHNSON
S.M.A.R.T.	VENEZUELA	16420/1998	244.709-P	JOHNSON & JOHNSON
S.M.A.R.T. CONTROL	CHILE	708419	750479	JOHNSON & JOHNSON
S.M.A.R.T. CONTROL	PHILIPPINES	4-2005-011050	4-2005-011050	JOHNSON & JOHNSON
S.M.A.R.T. PALMAZ	BRAZIL	821065319	821065319	JOHNSON & JOHNSON
S.M.A.R.T. RE-FLEX	CHILE	1061874	1068551	JOHNSON & JOHNSON
S.M.A.R.T. RE-FLEX	DOMINICAN REPUBLIC	2013-17119	206512	JOHNSON & JOHNSON
S.M.A.R.T. RE-FLEX	VENEZUELA	20658/2014		JOHNSON & JOHNSON
SHINOBI	NIGERIA	F/TM/2009/239 4	81557	JOHNSON & JOHNSON
SHINOBI	VIETNAM	37754	31159	JOHNSON & JOHNSON
SHINOBI PLUS	NIGERIA	F/TM/2009/239 5		JOHNSON & JOHNSON
STEER-IT	NICARAGUA	2004-001905		JOHNSON & JOHNSON
SUPER TORQUE	NIGERIA	F/TM/2009/240 0	84080	JOHNSON & JOHNSON
TEMPO	VENEZUELA	1242/1998	213.441-P	JOHNSON & JOHNSON
TEMPO AQUA	PARAGUAY	527142	290655	JOHNSON & JOHNSON
THOR IN KANA	JAPAN	HEI10-109248	4407222	JOHNSON & JOHNSON
VISTA BRITE	NIGERIA	*		JOHNSON & JOHNSON
WIZDOM	JAPAN	2003-42193	4190795	JOHNSON &

Trademark	Country	Application number	Registration number	Owner
				JOHNSON
WIZDOM	NIGERIA	F/TM/2009/239 7	82483	JOHNSON & JOHNSON
WORLDPASS	CHINA	7309793	7309793	JOHNSON & JOHNSON
WORLDPASS	JAPAN	HEI8-125223	4162544	JOHNSON & JOHNSON
WORLDPASS IN KANA	JAPAN	HEI8-125226	4162545	JOHNSON & JOHNSON
PRESILLION	CHILE	812331	828029	JOHNSON &JOHNSON

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