

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM734999

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900686517		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyeth Holdings LLC		03/22/2022	Limited Liability Company:
Pfizer Inc.		03/22/2022	Corporation:
Pfizer Asia Manufacturing Pte. Ltd.		03/22/2022	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: 1			
Property Type	Number	Word Mark	
Registration Number:	1915777	ZOSYN	
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:	Baxter Healthcare Corporation		
Address Line 1:	One Baxter Parkway		
Address Line 4:	Deerfield, ILLINOIS 60015		
NAME OF SUBMITTER:	JEFFREY C. NICHOLS		
SIGNATURE:	/jeffrey c. nichols/		
DATE SIGNED:	06/15/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made effective as of March 22, 2022 by and between Baxter Healthcare Corporation, a Delaware corporation (“**Assignee**”) and the other undersigned parties hereto (each an “**Assignor**” and together, the “**Assignors**”). The Assignors and Assignee are sometimes collectively referred to herein as the “**Parties**”.

WHEREAS Pfizer Asia Manufacturing Pte. Ltd. (the “**Seller**”) is the beneficial owner of the Assigned Intellectual Property (defined below);

WHEREAS, the Seller, along with the other Transferring Parties (as defined in the Asset Purchase Agreement, and which includes Wyeth Holdings LLC f/k/a Wyeth Holdings Corporation), on the one hand, and Assignee, on the other hand, are parties to that certain Asset Purchase Agreement dated March 22, 2022 (the “**Asset Purchase Agreement**”);

WHEREAS, the Seller beneficially owns, and the Transferring Affiliates have title to the intellectual property identified on Exhibit A attached hereto (the “**Assigned Intellectual Property**”), and, pursuant to the Asset Purchase Agreement, each Assignor desires to assign, transfer, convey and deliver to Assignee all of the Transferring Parties’ legal ownership of the Assigned Intellectual Property; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to acquire all of the Transferring Parties’ right, title and interest in and to the Assigned Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- 1) **Definitions.** Capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings given to them in the Asset Purchase Agreement.
- 2) **Assignment of the Assigned Intellectual Property.** Each Assignor, on behalf of itself and the Transferring Parties, hereby irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts and assumes, all of the Transferring Parties’ right, title and interest in and to the Assigned Intellectual Property, and the governmental registrations and pending applications with respect thereto, if any, and any and all continuations, renewals, revivals, reissues, reexaminations, and extensions thereof in the United States and Canada, including all claims, causes of action and enforcement rights of any kind, together with any goodwill of the business symbolized by or associated with such Assigned Intellectual Property and any common law rights in and to the Assigned Intellectual Property, but in each case not including any rights, claims, clauses of action or enforcement rights in respect of the Excluded Assets.
- 3) **Recordation.** This Assignment has been executed and delivered by each Assignor with the intention of recording the assignment herein, and each Assignor authorizes, as applicable, the

U.S. Patent and Trademark Office and the Canadian Intellectual Property Office to record this assignment. Assignee shall have the right to record this Assignment with any applicable government authorities so as to perfect its ownership of the Assigned Intellectual Property.

- 4) **Cooperation.** The Parties acknowledge that additional documents may be necessary to record the assignments herein with the appropriate government entities. The Transferring Parties shall execute and deliver such other documents and take all other actions which Assignee, its successors, and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title, and interest in and to the Assigned Intellectual Property, including, without limitation, its recordation in relevant state and national trademark and copyright offices. Each Assignor and the Assignee agree that they will use their respective commercially reasonable efforts to obtain any consent or approval required to transfer, assign, and convey to Assignee all of the Transferring Parties' right, title and interest in and to the Assigned Intellectual Property.

5) **Miscellaneous.**

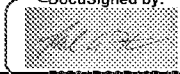
- a) This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- b) This Assignment may not be modified or amended except in a writing signed by the Parties. This Assignment, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law or choice of law rules.
- c) This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

Wyeth Holdings LLC

as Assignor


By:  _____
DocuSigned by:
F2584DC3D46C401...

Name: Richard Friedman

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

Pfizer Inc.
as Assignor

By:  _____
F2564DC3D46D4D1...

Name: Richard Friedman

Title: Authorized Signatory

IN WITNESS WHEREOF, each Assignor and the Assignee have caused this Assignment to be duly executed as of the date first written above.

Pfizer Asia Manufacturing Pte. Ltd.
as Assignor

Wei Ching Ng

By: ee799a60-8d6f-40c0-98fe-59da2626ecef

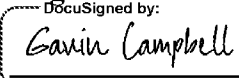
Name: Wei Ching (Angie) Ng

Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

Baxter Healthcare Corporation

as Assignee

By: 
A70C0A8279B445E...

Name: Gavin Campbell

Title: SVP, Business Development & Licensing

EXHIBIT A
Assigned Intellectual Property

1. Patents

Application Number	Grant Date	Patent Number	Expiry
60/462808	NA	NA	NA
10/413323	31 May 2005	US 6900184	14 April 2023
10/553139	3 March 2009	US 7498312	14 April 2023
12/370794	29 March 2011	US 7915229	14 April 2023
13/033861	13 March 2012	US 8133883	14 April 2023
2464258	7 June 2005	CA 2464258	8 April 2024

2. Trademarks

Trademark	Country	Status	Current Appl No	Original Appl Date	Current Reg No	Original Reg Date	Renewal Date
ZOSYN	United States	Registered	74400770	6/11/1993	1915777	8/29/1995	8/29/2025

3. global Top Level Domain (“gTLD”) Names:

- a. Zosyn.com
- b. Zosyn.net
- c. Zosynhcp.com