# 174210

# \$40.00

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MedImmune, Inc.		12/14/2006	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	ZLB Behring AG
Street Address:	Wankdorfstrasse 10
City:	Bern 22
State/Country:	SWITZERLAND
Postal Code:	CH-3000
Entity Type:	CORPORATION: SWITZERLAND

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1742103	CYTOGAM

# **CORRESPONDENCE DATA**

Fax Number: (215)864-9260

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215.864.8148

Email: levaniosf@ballardspahr.com

Correspondent Name: Paul Lantieri III

Address Line 1: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER: 079833

# DOMESTIC REPRESENTATIVE

Name: Paul Lantieri III

Address Line 1: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

TRADEMARK
REEL: 003472 FRAME: 0068

900068206

NAME OF SUBMITTER:	Paul Lantieri III
Signature:	/Paul Lantieri III/
Date:	01/31/2007
Total Attachments: 6 source=int49#page1.tif source=int49#page2.tif source=int49#page3.tif source=int49#page4.tif source=int49#page5.tif source=int49#page6.tif	

# ASSIGNMENT OF ALL RIGHTS IN CYTOMEGALOVIRUS IMMUNE GLOBULIN INTELLECTUAL PROPERTY

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, dated November 8, 2006(the "Agreement"), by and among MedImmune, Inc., a Delaware corporation, having its principal offices at One MedImmune Way, Gaithersburg, Maryland 20878 ("Assignor") and ZLB Behring AG, a Swiss corporation having offices at Wankdorfstrasse 10, CH-3000 Bern 22, Switzerland ("Assignee"), Assignor has agreed to transfer to Assignee all of Assignor's rights in an invention known as "cytomegalovirus immune globulin" (the "Product"), including without limitation certain related trademarks, logos, domain names, copyrights, patents, patent applications, trade secrets and know-how (collectively, the "CIG Intellectual Property"); and

WHEREAS, Assignee has agreed to acquire the CIG Intellectual Property.

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

- 1. Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's right, title, and interest in and to, including without limitation the right to sue for any and all past or future infringement or other misuse of, the CIG Intellectual Property, together with all renewals and extensions of such CIG Intellectual Property that may be obtained under the laws now or hereafter in force and effect in the United States of America and any other country or countries, more specifically but without limitation:
- a. The trademark CytoGam, including without limitation all goodwill symbolized thereby and all registrations and any pending applications for registration or renewal thereof, in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the Deutsche Patent- und Markenamt (German Patent and Trademark Office), and the Turkish Patent Institute (the "Trademark"):

<u>TRADEMARK</u>	<u>GOODS</u>		
CytoGam	Cytomegalovirus immune globulin		
Country	Registration No.	Registration Date	
Canada	467424	12/10/1996	
Germany	2100031	04/22/1996	
Turkey	153481	06/01/1994	
U.S.	1,742,103	12/22/1992;	

b. Those certain unregistered graphic patterns, copies of which are attached hereto as Exhibit A (the "Logo"), which were used by Assignor in association with the Trademark in the United States, Canada, Germany and Turkey and which are being transferred to Assignee

worldwide, without limitation as to territory, together with all goodwill symbolized thereby;

- c. That certain domain name (the "Domain Name") which is listed on Exhibit B attached hereto;
- d. All copyrights (the "Copyrights") in works solely and exclusively related to the Product-Related Business (as defined in the Agreement); and
- e. As owned by Assignor and exclusively related to the Product: the research and development information, validation methods and procedures, unpatented inventions, know-how, trade secrets, technical or other data or information, or other materials, methods, procedures, processes, materials, developments or technology, including all biological, chemical, clinical, manufacturing, marketing, sales and/or other information or data developed by Assignor, in any and all forms whatsoever (collectively, the "Product Trade Secrets and Know-How").
- 2. Assignor hereby authorizes the relevant trademark offices, domain name registrars, copyright offices, and other governmental or regulatory authorities to issue all future registrations and other rights to Assignee.
- 3. Assignor shall execute any additional documents reasonably requested by Assignee at any time in the future to enable it to protect, perfect, enforce, or otherwise secure Assignee's rights in and/or ownership of the Trademark, the Logo, the Domain Name, the Copyrights and the Product Trade Secrets and Know-How.
- 4. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

[Signature on following page]

Signed this Hay of December, 2006.

MEDIMMUNE, INC.

bavid Mott

Title: President and Chief Executive Officer

On this 14 day of December, 2006, before me, a Notary Public duly commissioned qualified and acting, within and for the County and State, appeared in person the within named Dan: I m. Mot to me personally known, who stated that he/she is the President and Chief Executive controlled Immune, Inc., and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the corporation, and further stated and acknowledged that he she has so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 14th day of December, 2006.

Notary Public

My Commos. a exp. Y 25: May 1, 2000

# Exhibit A

# CytoGam Logos

See Attached.

Logos



# CYTOMEGALOVIRUS IMMUNE GLOBULIN INTRAVENOUS (HUMAN) (CMV-IGIV)



# CYTOMEGALOVIRUS IMMUNE GLOBULIN INTRAVENOUS (HUMAN) (CMV-IGIV)

# Exhibit B

# **Domain Name**

CYTOGAM.com

TRADEMARK
REEL: 003472 FRAME: 0075

**RECORDED: 01/31/2007**