

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis AG		06/08/2021	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Alcon Pharmaceuticals, Ltd.		
Street Address:	Rue Louis-d'Affry 6		
City:	Fribourg		
State/Country:	SWITZERLAND		
Postal Code:	1701		
Entity Type:	Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85306875	SIMBRINZA	
CORRESPONDENCE DATA			
Fax Number:	8175514610		
<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:	1-817-615-2495		
Email:	tm.services@alcon.com		
Correspondent Name:	Melissa Atherton		
Address Line 1:	6201 South Freeway		
Address Line 4:	Fort Worth, TEXAS 76134		
DOMESTIC REPRESENTATIVE			
Name:	Melissa Atherton		
Address Line 1:	6201 South Freeway		
Address Line 4:	Fort Worth, TEXAS 76134		
NAME OF SUBMITTER:	Melissa Atherton, Authorized Signatory		
SIGNATURE:	/Melissa Atherton/		
DATE SIGNED:	06/16/2021		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”), is made as of this 8th day of June, 2021, by and between Novartis AG, a company organized under the laws of Switzerland (“**Assignor**”) and Alcon Pharmaceuticals, Ltd., a company organized under the laws of Switzerland (“**Assignee**”). Assignor and Assignee are each referred to individually as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Assignor and Assignee, along with Novartis Ophthalmics AG, a company organized under the laws of Switzerland, and Novartis Technology LLC, a company organized under the laws of the State of Delaware, have entered into that certain Asset Purchase Agreement, dated as of April 28, 2021 (the “**Asset Purchase Agreement**”), which contemplates, among other things, Assignor selling, transferring, and conveying to Assignee, and Assignee purchasing from Assignor, the Transferred Assets, which include the Transferred Trademarks;

WHEREAS, in accordance with the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor desires to sell, transfer, and convey to Assignee, and Assignee desires to purchase from Assignor, the Transferred Trademarks;

WHEREAS, Assignor is the registered owner of the Transferred Trademarks (listed on Schedule A to this Agreement); and

WHEREAS, Assignor has agreed to assign all rights that it owns in any of the Transferred Trademarks to Assignee, together with the goodwill of the transferred business symbolized by the Transferred Trademarks.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements contained herein and in the Asset Purchase Agreement and other Ancillary Agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms, whenever used herein, including the Recitals hereto, shall have the meanings set forth herein for all purposes of this Agreement, or, if not defined herein, shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment of Transferred Trademarks. In consideration of the payment of the Purchase Price and the assumption of the Assumed Liabilities and in accordance with the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor hereby assigns to Assignee all of Assignor’s rights, title and interest in and to the Transferred Trademarks, including, for clarity, any goodwill associated therewith.
3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, to issue any and all Transferred Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Transferred

Trademarks. Assignee shall have the right to record this Agreement with all applicable government authorities and registrars in the Territory so as to perfect its ownership of the Transferred Trademarks.

4. Relationship to Asset Purchase Agreement. This Agreement has been executed and delivered for the purposes of evidencing and confirming the transfer of the Transferred Trademarks to Assignee pursuant to, and is subject to and shall be governed by the terms and conditions of, the Asset Purchase Agreement. Nothing in this Agreement is intended to or shall be deemed to amend, expand, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of any party under the Asset Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

5. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the Parties.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted assignees or their respective successors.

7. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

8. Amendment and Waiver. No provision of this Agreement may be waived, amended or modified except by an instrument in writing signed by each of the Parties.

9. Governing Law and Jurisdiction. This Agreement and any claim or controversy hereunder shall be governed by and construed under the Laws of the State of New York, without giving effect to the conflict of laws provision thereof. Any claim or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, so long as it shall have subject matter jurisdiction over such claim or dispute and otherwise the state courts located in the State of New York. Each Party irrevocably agrees and consents to the jurisdiction of the courts set forth in this Section 9 and waives any objection it may have to the venue of such courts, including with respect to the convenience of the forum and jurisdiction.

10. WAIVER OF JURY TRIAL. Section 13.11 of the Asset Purchase Agreement shall apply to this Agreement mutatis mutandis, as if fully set forth herein.

11. Further Assurances. Each of Assignor and Assignee agree (or, if appropriate, shall cause its applicable Affiliates) to execute and deliver such other documents, certificates, instruments, conveyances and assurances and take such further actions that may be reasonably necessary for securing, completing or vesting in Assignee full right, title, and interest in and to the Transferred Trademarks.

[Remainder of page intentionally left blank]

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

ASSIGNEE:

ALCON PHARMACEUTICALS, LTD.

By: 

Name: Marie-Claude Guertin

Title: Chief Financial Officer

By: _____

Name: Rob Kamffer

Title: Head of Legal and Compliance

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 007329 FRAME: 0022

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

ASSIGNEE:

ALCON PHARMACEUTICALS, LTD.

By: _____
Name: Marie-Claude Guertin
Title: Chief Financial Officer


By:  _____
Name: Rob Kamfrer
Title: Head of Legal and Compliance

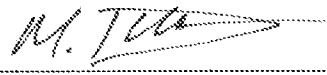
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007329 FRAME: 0023

ASSIGNOR:

NOVARTIS AG

By: 
Name: Hai Zhang
Title: Attorney-in-fact

By: 
Name: Milan Thakker
Title: Attorney-in-fact

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

MARK	SIMBRINZA
CLASS	5
COUNTRY	US
FILING TYPE	NF
FILING DATE	28 April 2011
FILING NUMBER	85306875
REGISTRATION DATE	20 August 2013
REGISTRATION NUMBER	4388553
NEXT RENEWAL DUE DATE	20 August 2023
LEGAL OWNER	Novartis AG
REGISTERED OWNER	Novartis AG