

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3288449

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
MERCK SHARP & DOHME CORP			10/01/2014
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BAYER EAST COAST LLC		
<b>Street Address:</b>	100 BAYER BLVD., P.O. BOX 915		
<b>City:</b>	WHIPPANY		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07981		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	11756774		
<b>Application Number:</b>	09088128		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(862)404-3021		
<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>			
<b>Phone:</b>	8624044446		
<b>Email:</b>	phplus@bayer.com		
<b>Correspondent Name:</b>	THOMAS C. BLANKINSHIP		
<b>Address Line 1:</b>	BAYER HEALTHCARE LLC		
<b>Address Line 2:</b>	100 BAYER BLVD., P.O. BOX 915		
<b>Address Line 4:</b>	WHIPPANY, NEW JERSEY 07981		
<b>ATTORNEY DOCKET NUMBER:</b>	BHC066003 US01		
<b>NAME OF SUBMITTER:</b>	THOMAS C. BLANKINSHIP		
<b>SIGNATURE:</b>	/THOMAS C. BLANKINSHIP/		
<b>DATE SIGNED:</b>	03/30/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of October 1, 2014, is entered into by and among the parties identified as assignors on the signature pages hereof (each, an "Assignor," and collectively, the "Assignors"), and Bayer East Coast LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Stock and Asset Purchase Agreement, dated as of May 5, 2014 (as amended, the "Purchase Agreement"), between Seller (as defined therein) and Bayer AG, a German stock corporation ("Buyer"), Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain equity interests and other assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignors have agreed to assign to Assignee, and Assignee has agreed to acquire from Assignors, all of the Assignors' right, title, and interest in and to all Transferred Owned IP, including: those certain patents and patent applications identified on Schedule A attached hereto ("Assigned Patents"); those certain trademark registrations and applications identified on Schedule B attached hereto ("Assigned Trademarks"); those certain copyright registrations and applications identified on Schedule C attached hereto ("Assigned Copyrights"); those certain internet domain name registrations identified on Schedule D attached hereto ("Assigned Domain Names"); and all other Transferred Owned IP, including Trade Secrets and unregistered copyrights and Trademarks that constitute Transferred Owned IP but excluding the Intellectual Property listed on Schedule E ("Excluded IP").

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

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Patents. Each applicable Assignor (as identified on Schedule A) hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Patents, any and all patents or patent applications that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

3. Conveyance and Acceptance of Assigned Trademarks. Each applicable Assignor (as identified on Schedule B) hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks, the goodwill of the Transferred Business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement

thereof, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

4. Conveyance and Acceptance of Assigned Copyrights. Each applicable Assignor (as identified on Schedule C) hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Copyrights, the right to sue and recover for past, present, or future infringement thereof, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Copyrights.

5. Conveyance and Acceptance of Assigned Domain Names. Each applicable Assignor (as identified on Schedule D) hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names, the goodwill of the Transferred Business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

6. Conveyance and Acceptance of Other Assigned IP Rights. Each Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of such Assignor's right, title, and interest in and to any Transferred Owned IP not sold, transferred and assigned to Assignee pursuant to Section 2, 3, 4 or 5 of this Assignment, including, without limitation, unregistered Trademarks, unregistered copyrights, and Trade Secrets that constitute Transferred Owned IP but excluding the Excluded IP (collectively, "Other Assigned IP Rights"), the goodwill of the Transferred Business connected with the use of and symbolized by such Trademarks, the right to sue and recover for any past, present, or future infringement or misappropriation thereof, and the right to initiate other proceedings before all Governmental Authorities with respect to such Other Assigned IP Rights.

7. Recordation.

(a) Authorization. Each Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Registrar of Copyrights, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Each Assignor will, at Assignee's request and expense, take any and all reasonable actions, including, without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Patents, Assigned Trademarks, Assigned Copyrights, and Other Assigned IP Rights.

(b) Domain Names. Each Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of each Assigned Domain Name is authorized to transfer and record in the name of Assignee ownership of, and the administrative contact for, each Assigned Domain Name transferred to it under this Assignment. Each Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense, the applicable Assignor will reasonably cooperate with Assignee to (i) complete any

registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

8. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

9. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

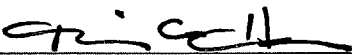
10. Entire Agreement; Conflict. This Assignment (including all Schedules to this Assignment), together with the Purchase Agreement, constitutes the entire agreement of the parties to this Assignment relating to the subject matter hereof and supersedes all prior Contracts or agreements, whether oral or written. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Sellers, Assignee, Buyer, or Assignors, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNEE:**

BAYER EAST COAST LLC

By: 

Name: Timothy G. Hayes

Title: President


By: 

Name: William B. Dodero

Title: Secretary

*[Signature page to Intellectual Property Assignment]*

Merck Sharp & Dohme Corp.

By:   
Name: Sunil Patel  
Title: Authorized Signatory

**SCHEDULE A****Assigned Patents**

<b>Family No.</b>	<b>Country</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Publication Date</b>	<b>Publication No.</b>	<b>Grant Date</b>	<b>Patent No.</b>	<b>Owner</b>
6475	AR	06/01/2007	P070102384	08/06/2008	AR061166A1			Merck Sharp & Dohme Corp.
6475	AU	06/01/2007	2007254826	10/24/2013				Merck Sharp & Dohme Corp.
6475	BR	06/01/2007	PI0711871-6	12/06/2011	2135			Merck Sharp & Dohme Corp.
6475	CA	06/01/2007	2653955					Merck Sharp & Dohme Corp.
6475	CL	06/01/2007	1585-2007					Merck Sharp & Dohme Corp.
6475	CN	06/01/2007	200780027784.5	08/12/2009	101505735			Merck Sharp & Dohme Corp.
6475	EP	06/01/2007	07795663.9					Merck Sharp & Dohme Corp.
6475	HK	07/16/2009	09106466.3	09/25/2009	1127293A			Merck Sharp & Dohme Corp.
6475	IN	06/01/2007	6594/CHENP/2008					Merck Sharp & Dohme Corp.
6475	ID	06/01/2007	W00200803865					Merck Sharp & Dohme Corp.
6475	JP	06/01/2007	2009-513322	11/12/2009	2009-538921	11/02/2012	5121824	Merck Sharp & Dohme Corp.
6475	KR	06/01/2007	2008-7031377					Merck Sharp & Dohme Corp.
6475	MX	06/01/2007	MX/a/2008/015358	05/13/2009	N/A			Merck Sharp & Dohme Corp.
6475	NZ	06/01/2007	573175	02/24/2012	1592	06/05/2012	573175	Merck Sharp & Dohme Corp.
6475	NO	06/01/2007	20085414					Merck Sharp & Dohme Corp.
6475	PE	06/01/2007	686.2007	04/25/2008	N/A			Merck Sharp & Dohme Corp.
6475	PE	05/26/2011	1106.2011	02/20/2012				Merck Sharp & Dohme Corp.
6475	PH	06/01/2007	1-2008-502623	12/13/2007				Merck Sharp & Dohme Corp.
6475	RU	06/01/2007	2008151946			05/20/2012	2450803	Merck Sharp & Dohme Corp.
6475	ZA	06/01/2007	2008/10178			01/27/2010	2008/10178	Merck Sharp & Dohme Corp.
6475	SG	06/01/2007	200808839-5					Merck Sharp & Dohme Corp.
6475	SG	06/01/2011	201103983-1	07/28/2011	172600			Merck Sharp & Dohme Corp.
6475	TW	06/01/2007	096119767	08/21/2013	I405567	08/21/2013	I405567	Merck Sharp & Dohme Corp.



Family No.	Country	Application Date	Application No.	Publication Date	Publication No.	Grant Date	Patent No.	Owner
6475	TH	06/01/2007	0701002725	05/23/2013	123628			Merck Sharp & Dohme Corp.
6475	US	06/01/2007	11/756774	12/06/2007	2007/0281020			Merck Sharp & Dohme Corp.
6475	VE	06/01/2007	2007-001169	03/26/2010	N/A			Merck Sharp & Dohme Corp.
6560	CO	10/27/2006	06-109.654			09/29/2008	35869	Merck Sharp & Dohme Colombia S.A.S
6560	EC	04/24/2007	SDI07-7414			11/05/2007	DI07-969	Merck Sharp & Dohme Colombia S.A.S
6560	VE	04/26/2007	2007-00854					Merck Sharp & Dohme Colombia S.A.S
6618	CN	03/23/2007	200730007047.1			06/11/2008	ZL200730007047	MSD International Holdings GmbH
PD01173	PA	05/22/2001	PI/PA01/85172	08/26/2002	115	10/13/2004	85172-01	Merck Sharp & Dohme Corp.
PD0873	US	06/01/1998	09/088128			10/17/2000	6132758	Merck Sharp & Dohme Corp.