

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5198477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.	08/31/2018
BOEHRINGER INGELHEIM INTERNATIONAL GMBH	08/31/2018
RECEIVING PARTY DATA	
Name:	SANOFI
Street Address:	54 RUE LA BOÉTIE
City:	PARIS
State/Country:	FRANCE
Postal Code:	75008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29592691
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:	docketing@designlawgroup.com
Correspondent Name:	PERRY J. SAIDMAN
Address Line 1:	8601 GEORGIA AVENUE
Address Line 2:	SUITE #603
Address Line 4:	SILVER SPRING, MARYLAND 20910
ATTORNEY DOCKET NUMBER:	1874.003
NAME OF SUBMITTER:	CAITLIN MARKEY
SIGNATURE:	/CAITLIN MARKEY/
DATE SIGNED:	10/22/2018
Total Attachments: 13	
source=Assn_1874003#page1.tif	
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TRADEMARK AND DESIGN RIGHTS ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DESIGN RIGHTS ASSIGNMENT AGREEMENT (this "Assignment"), dated as of 31 August 2018 (the "Effective Date"), is made and entered into by and among **BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.**, a company organized and existing under the laws of the United States of America, **BOEHRINGER INGELHEIM INTERNATIONAL GMBH**, a company organized and existing under the laws of Germany ("Assignors"), and **SANOFI**, a company organized and existing under the laws of France ("Assignee"), acting on behalf of itself and the Relevant Trademark and Design Rights Assignees (as defined hereafter) (together, the "Parties" and each, individually, a "Party").

RECITALS

WHEREAS, Assignors, as Sellers, and Assignee, Chattem, Inc., Sanofi-Aventis Canada, Inc. and Sanofi-Aventis US LLC, as Purchasers, have entered into an Agreement, dated as of 26 June 2018 (the "APA"), pursuant to which Sellers agreed to sell, transfer and assign to Purchasers, and Purchasers agreed to acquire and assume from Sellers the Flomax Business in the USA and Canada; and

WHEREAS, Schedule 5, Part C, Clause 1.1(c) of the APA provides that Assignors and Assignee shall enter into this Assignment whereby Assignors have agreed to assign and transfer to Assignee and its Affiliates certain Intellectual Property owned by Assignors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. Capitalized terms used in this Assignment shall have the meanings ascribed to them herein. Any capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the APA. As used in this Assignment, the following terms shall have the following meanings:

"Affiliate(s)" means in relation to any Party, any subsidiary or parent company of that Party and any subsidiary of any such parent company;

"Closing" means the Effective Date;

"Design Patents" means the registered industrial design rights (including design patents) and applications therefor, listed in Schedule C hereto; and

"Trademarks and Designs" means the registered trademarks and service marks, including pending applications therefor, listed in Schedule A hereto, the registered domain names and domain names applications listed in Schedule B hereto and the Design Patents, in each case

owned by the Assignor and/or its Affiliates.

ARTICLE 2 ASSIGNMENT

2.1 For good and valuable consideration, paid to Assignors under the APA, the receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors hereby assign and transfer to Assignee on its own behalf and as agent on behalf of its Affiliates listed in Schedule D hereto (the “Relevant Trademark and Design Rights Assignees”), their entire right, title and interest in and to the Trademarks and Designs, together with any and all goodwill connected with and symbolized by the Trademarks and Designs, the same to be held and enjoyed by Assignee and each Relevant Trademark and Design Rights Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of its entire right, title and interest therein, including, without limitation, the right to claim priority from the Design Patents and to file patent applications in respect to all inventions or industrial designs discussed in the Design Patents anywhere in the world, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past or future infringement of the rights assigned under this Assignment (subject to the provisions of the APA). For the avoidance of doubt, the assignments will be between the relevant Assignor who owns the respective Trademark or Design and the respective Relevant Trademark and Design Assignees as allocated according to Schedule D.

2.2 Assignee and each Relevant Trademark and Design Rights Assignee may record the transfer of the Trademarks and Designs with the competent authorities. Assignors hereby authorize and request that the Commissioner for Trademarks and the Commissioner for Patents, as applicable, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment.

2.3 Assignors shall deliver to Assignee or the Relevant Trademark and Design Rights Assignee (or its nominated representatives) as soon as practicable after the Effective Date all deeds, documents of title, certificates, opposition files, co-existence agreements, correspondence with intellectual property offices, and other files and records (including those of its agents) relating to the Trademark and Design Rights, in each case on an “as they are” basis.

2.4 Assignee and each Relevant Trademark and Design Rights Assignee shall carry out all necessary formalities with regard to the implementation of the transfer of the domain names in its name at the registries after the Effective Date. Assignors shall deliver to Assignee or the Relevant Trademark and Design Rights Assignee (or their nominated representatives), at Assignee’s request, as soon as practicable after the Effective Date, any authorization codes necessary to make the transfer effective.

2.5 This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns. It is understood that any

finding of invalidity of one assignment as effected hereby shall not affect the assignment of other intellectual property.

ARTICLE 3 MISCELLANEOUS

3.1 Notices. Any notice to be given in connection with this Assignment shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by hand, registered post or courier. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day. Each Party shall notify the other Party in writing of a change to its details below from time to time. The addresses of the Parties for the purpose of notice are:

Assignors

For the attention of: General Counsel

Address: Boehringer Ingelheim
International GmbH
Binger Strasse 173
55216 Ingelheim am Rhein
Germany

For the attention of: General Counsel

Boehringer Ingelheim
Pharmaceuticals, Inc.
900 Ridgebury Road
P.O. Box 368
Ridgefield, CT 06877-0368
United States of America

Assignee

For the attention of: General Counsel

Address: Sanofi
54 rue La Boétie
75008 Paris, France

with copies to:

For the attention of: Michael J. Aiello
Shayla Harlev

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
United States of America

Each Party shall notify the other Party in writing of a change to its details in Section 3.1 from time to time.

3.2 Governing Law; Jurisdiction.

(a) Governing Law. This Assignment and any non-contractual obligations arising out of or in connection with this Assignment shall be governed by, and interpreted in accordance with, the laws of Switzerland, without regard to rules pertaining to conflicts of law.

(b) Arbitration. In the event that any dispute, claim or controversy arising out of or in connection with the Transaction Documents or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, and also including claims sounding in contract, tort, statutory or otherwise (a "Dispute") is not satisfactorily resolved by amicable negotiation between the Parties within twenty (20) Business Days of a written notice of a claim sent by either Party, all such disputes or any unresolved part thereof shall be finally resolved and decided by binding arbitration under the Rules of Arbitration (the "Rules") of the International Chamber of Commerce (the "ICC") as in effect as of the date of commencement of the arbitration proceedings by three (3) arbitrators to be selected in the following manner: within thirty (30) days of the commencement of the arbitration (as described in Section 4.5 of the Rules), one arbitrator shall be selected by the petitioning Party (the "Petitioner"), and one arbitrator shall be selected by the Party defending the arbitration (the "Respondent") within thirty (30) days thereafter, failing which such arbitrator shall be appointed by the ICC pursuant to the Rules. The third arbitrator, who shall serve as chair of the arbitral tribunal, shall be selected by the two (2) arbitrators selected by the Petitioner and the Respondent, or, if such arbitrators cannot agree within thirty (30) days on the third arbitrator, such arbitrator will be selected by the ICC pursuant to the Rules. Each arbitrator shall be and remain independent of the Parties involved in the arbitration. Any Party shall refer the Dispute to arbitration by sending a written request to the Secretariat (as defined in Article 1.5 of the Rules). The arbitration proceedings shall take place in Geneva, Switzerland and shall be conducted in the English language. The arbitral tribunal shall be obliged to render a final award on a date that is no longer than twelve (12) months from the date on which the third (3rd) arbitrator is selected in accordance with this Section 3.2(b); provided, however, that this deadline may be extended by the ICC. The final award of the arbitral tribunal shall be in writing and shall set forth in detail the facts of the Dispute and the reasons for the decision. The arbitral award shall be binding upon the Parties; to the fullest extent admitted under Applicable Law, the Parties hereby waive any and all rights to challenge the decisions and award rendered by the arbitral tribunal. Any Party may bring an action or proceeding in any court of competent jurisdiction seeking, as an interim or conservatory measure, specific performance or other equitable relief (or its equivalent), including without limitation pursuant to Section 3.2(d) (Specific Performance), or to preserve the status quo until any arbitration is concluded. Except in a proceeding to enforce the results of the arbitration or as otherwise required by Applicable Law, no Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written agreement of both Parties. All fees, costs and expenses of the arbitrators and/or the ICC that arise from the arbitral proceedings shall be paid by the non-prevailing Party. All other fees, costs and expenses shall be allocated between the Parties by the arbitral tribunal.

(c) Consent to Jurisdiction. Each Party accepts and consents to the jurisdiction of the arbitral tribunal and, solely for purposes of the enforcement of the arbitral award, any court of competent jurisdiction, for itself and in respect of its property. The arbitral award shall be binding on the Parties, who hereby waive any appeal of such award to the

maximum extent permitted by Applicable Law. In the event that the non-prevailing Party fails or refuses to comply with the arbitral award within thirty (30) Business Days following the date of receipt of notice of the award, then the prevailing Party, the arbitrators or their respective attorneys-in-fact may immediately proceed to request the judicial approval necessary for execution and enforcement of the award before a competent court. The Parties agree that the award may be enforced in accordance with the provisions of the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, or other Applicable Laws. The arbitral tribunal shall not have the authority to award punitive damages.

(d) Specific Performance. Without affecting any other rights or remedies of the Parties under this Assignment, each Party acknowledges and agrees that, in addition to any other remedies that may be available to it, each Party shall be entitled to seek to enforce the terms of this Assignment by a decree of specific performance. Any such remedy shall not be deemed to be the exclusive remedy for a breach of this Assignment, but shall be in addition to all other remedies available at law or equity to the Parties.

3.3 No Third Party Enforcement Rights. A Person who is not a party to this Assignment shall have no right under any statutory provision to enforce any of its terms.

3.4 Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable: (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Assignment and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

3.5 Alternative Arrangement. In case this Assignment should be considered invalid for reasons beyond the control of the Parties, Assignor undertakes to maintain the Trademarks and Designs on the request and on the expense of Assignee. In this case Assignor will also assist Assignee with the defence of the Trademarks and Designs. It is the understanding of both Parties that in case of invalidity of this Assignment Assignor will be deemed to have granted to Assignee an exclusive and unlimited, fully paid up license to use the Trademarks and Designs, beginning with the execution of this Assignment by both Parties, and that all use of the Trademarks and Designs by the Assignee, their Affiliates and licensees will be regarded as use with the consent of Assignor.

3.6 Amendment; Waiver. No amendment of this Assignment shall be valid unless it is in writing referring expressly to this Assignment and duly executed by or on behalf of each Party. No failure or delay by any Party in exercising any right, power or privilege hereunder shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

3.7 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Assignment and shall not be deemed to limit or affect any of the provisions hereof.

3.8 Entire Agreement. This Assignment, together with the SPA and Ancillary Agreements, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for any written agreement of the Parties that expressly provides that it is not superseded by this Assignment.

3.9 Independent Parties. This Assignment shall not be deemed to create any partnership, joint venture, amalgamation or agency relationship between Assignee and Assignor. Each Party shall act hereunder as an independent contractor.

3.10 Interpretation. The Parties acknowledge and agree that: (a) each Party and its representatives has reviewed and negotiated the terms and provisions of this Assignment and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Assignment, (c) the terms and provisions of this Assignment shall be construed fairly as to each Party and not in favor of or against either Party regardless of which Party was generally responsible for preparation of this Assignment, and (d) whenever the words "include," "includes," or "including" are used in this Assignment, they shall be deemed to be followed by the words "but not limited to."

3.11 Counterparts. This Assignment may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Assignment by e-mail attachment or telecopy shall be an effective mode of delivery.

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IN WITNESS WHEREOF, the Parties have each caused this Assignment to be duly executed as of the Effective Date.

**BOEHRINGER INGELHEIM
INTERNATIONAL GMBH**

ppa. Jochen Gann

By: *Jochen GANN*
Title:

ppa. Martin Hauser

By: *Martin Hauser*
Title:

**BOEHRINGER INGELHEIM
PHARMACEUTICALS, INC.**

Jan Bolt

By: *Jan W. Bolt*
Title: *Authorized Signatory under a Power of Attorney*

Matthias Heinrich

By: *MATTHIAS HEINRICH*
Title: *Head of R&D and Translation Services*

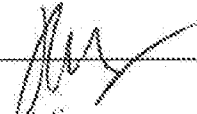
Authorized under Power of Attorney

[SIGNATURE PAGE TO FLOMAX TRADEMARK AND DESIGN RIGHTS ASSIGNMENT AGREEMENT]

SANOFI, acting on behalf of itself and the
Relevant Trademark and Design Rights Assignees

By: Jérôme Delpech

Title: Authorised Representative



[SIGNATURE PAGE TO FLOMAX TRADEMARK AND DESIGN RIGHTS ASSIGNMENT AGREEMENT]

SCHEDULE A

Registered Trademarks and Trademark Applications

Mark	Status	Country	Classes	Goods & Services	Applicant/Owner	Application Date	Application Number
OTC Flomax	Pending	USA	005	Pharmaceutical preparations, including pharmaceutical preparations for the treatment of dysuria	Boehringer Ingelheim Pharmaceuticals, Inc.	03-Feb-2017	87324506
OTC Flomax	Pending	USA	005	Pharmaceutical preparations, including pharmaceutical preparations for the treatment of dysuria	Boehringer Ingelheim Pharmaceuticals, Inc.	03-Feb-2017	87324508

SCHEDULE B

Domain Names and Domain Name Applications

domain name	domain name IDN	extension	country	Client/Business Unit	Paid until
1weekflomax.com	1weekflomax.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	06.10.20 18
4flomax.com	4flomax.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	17.06.20 19
flomax.info	flomax.info	info	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	31.07.20 18
flomax.xxx	flomax.xxx	xxx	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	01.12.20 21
flomax1.com	flomax1.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
flomax4men.com	flomax4men.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	25.02.20 20
flomax-bph.biz	flomax-bph.biz	biz	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	06.11.20 18
flomax-bph.com	flomax-bph.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	18.09.20 18
flomax-bph.info	flomax-bph.info	info	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	31.07.20 18
flomaxd2d.com	flomaxd2d.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxdelivered.com	flomaxdelivered.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxdoor2door.com	flomaxdoor2door.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxdoortodoor.com	flomaxdoortodoor.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxformen.com	flomaxformen.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	25.02.20 18
flomaxformen45plus.com	flomaxformen45plus.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
flomaxfreetrial.com	flomaxfreetrial.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxmen.com	flomaxmen.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
flomaxmr.com	flomaxmr.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.02.20 20
flomaxoffer.com	flomaxoffer.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	05.05.20 19
flomaxondemand.com	flomaxondemand.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxotc.com	flomaxotc.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
flomaxrelief.com	flomaxrelief.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	07.08.20 18
flomaxsavings.com	flomaxsavings.com	com	Generic	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.04.20 19
flomaxvideo.com	flomaxvideo.com	com	Generic	BOEHRINGER INGELHEIM	11.05.20

			c	INTERNATIONAL GMBH	20
forflomax.com	forflomax.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	19.01.20 19
fourflomax.com	fourflomax.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	19.01.20 19
getflomax.com	getflomax.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	01.04.20 19
gowithflomax.com	gowithflomax.co m	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	03.12.20 18
miflomax.com	miflomax.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	07.03.20 19
proflomax.com	proflomax.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
detectbph.ca	detectbph.ca	ca	Canada	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	16.02.20 20
detectehbp.ca	detectehbp.ca	ca	Canada	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	16.02.20 20
4bph.com	4bph.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.07.20 18
flowmaxbph.com	flowmaxbph.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	08.06.20 18
flowmaxotc.com	flowmaxotc.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 18
flowmaxformen.com	flowmaxformen.c om	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
4bph.com	4bph.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	28.07.20 18
bphsymptoms.com	bphsymptoms.co m	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	04.06.20 19
maleurinaryproblems. com	maleurinaryproble ms.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	17.11.20 18
maxonlinevideo.com	maxonlinevideo.c om	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	27.05.20 20
nighttimeurination.co m	nighttimeurination .com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	13.08.20 17
peacefulbladder- peacefulnight.com	peacefulbladder- peacefulnight.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	14.10.20 18
prostateurinarysympto ms.com	prostateurinarysy mptoms.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	12.06.20 19
4bphinfo.com	4bphinfo.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	2.11.201 9
hisprostate411.com	hisprostate411.c om	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	2.11.201 9
4bpheducation.com	4bpheducation.c om	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	2.11.201 9
bphandyou.com	bphandyou.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	2.11.201 9
getbphinfo.com	getbphinfo.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	2.11.201 9
bphinfo.com	bphinfo.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	4.8.2018
bphbasics.com	bphbasics.com	com	Generi c	BOEHRINGER INGELHEIM INTERNATIONAL GMBH	16.8.201 8

SCHEDULE C

Design Patents

BI reference	Title	Country	Applicant/Owner	Application no.	Filing date
09-0667 (design patent)	OVER THE COUNTER MEDICINAL CONTAINER	USA	Boehringer Ingelheim Pharmaceuticals, Inc.	29/592,690	01.02.2017
09-0668 (design patent)	DISPLAY PACKAGE FOR AN OVER THE COUNTER MEDICINAL CONTAINER	USA	Boehringer Ingelheim Pharmaceuticals, Inc.	29/592,691	01.02.2017

SCHEDULE D

Relevant Trademark and Design Rights Assignees

For the Registered Trademarks and Trademark Applications listed in Schedule A and the Design Patents listed in Schedule C: **Chattem Inc.**, a corporation organised under the laws of Tennessee under the number 000005742.

For the Domain Names and Domain Name Applications listed in Schedule B: **SANOFI-AVENTIS US LLC**, a limited liability company organised under the laws of the United States of America under the corporation number 36-4406953.