

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6388243

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WYETH LLC	08/01/2020
RECEIVING PARTY DATA	
Name:	UPJOHN US 1 LLC
Street Address:	235 EAST 42ND STREET
Internal Address:	LEGAL PATENT DEPT CHIEF IP COUNSEL
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6924303
Patent Number:	7754753
CORRESPONDENCE DATA	
Fax Number:	(860)686-6244
<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:	pfizerpatentdocketing@pfizer.com
Correspondent Name:	PFIZER INC.
Address Line 1:	235 EAST 42ND STREET
Address Line 2:	LEGAL PATENT DEPT CHIEF IP COUNSEL
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	PC70440A/B
NAME OF SUBMITTER:	KRISTINE M BIRKBECK
SIGNATURE:	/Kristine M Birkbeck/
DATE SIGNED:	11/06/2020
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of August 1, 2020 (the "Effective Date"), by and between Wyeth LLC, a limited liability company organized under the laws of the state of Delaware, whose main office is located at 235 East 42nd Street, New York, N.Y. 10017 U.S.A. ("Assignor") and Upjohn US 1 LLC, a limited liability company organized under the laws of the state of Delaware, whose main office is located at 235 East 42nd Street, New York, N.Y. 10017 U.S.A. ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Business Transfer Agreement, dated as of April 29, 2019 (the "Business Transfer Agreement"), pursuant to which Assignor has transferred all of its right, title and interest with respect to the Transferred Assets (as such term is defined in the Business Transfer Agreement); and

WHEREAS, in connection with the Business Transfer Agreement, Assignor and Assignee entered into that certain Patent License Agreement (the "Patent License") pursuant to which Assignor granted to Assignee an exclusive, perpetual, royalty-free license under those patent applications and issued patents owned by Assignor and used exclusively in the business of researching, developing, importing, manufacturing, marketing, distributing, leasing and/or selling the products that form part of the Upjohn business unit and set forth in Schedule A (collectively, the "Assigned Patent Rights");

WHEREAS, in connection with the Business Transfer Agreement and the Patent License, the Parties intended that (i) Assignor would later assign the Assigned Patent Rights to Assignee at a time to be determined by the Parties and (ii) upon such assignment, the Patent License would automatically terminate; and

WHEREAS, pursuant to Section 2.8 of the Business Transfer Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Assigned Patent Rights.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is/are hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in the Business Transfer Agreement and this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby irrevocably assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Patent Rights, for the United States and for all foreign countries, including any and all (i) divisionals, continuations, and continuations-in-part that claim priority to any Assigned Patent Rights to the extent the claims thereof are entirely supported by such Assigned Patent Rights, (ii) reissues, renewals, extensions, or additions of the Assigned Patent Rights, (iii) foreign equivalents of the Assigned Patent Rights,

and (iv) rights to apply for, prosecute and obtain patents in respect of any of the inventions to the extent fully supported by the Assigned Patent Rights in any country of the world, including the right to claim priority from the Assigned Patent Rights under the Paris Convention for the Protection of Industrial Property, and under any and all other such treaties and agreements which afford similar priority-claiming privileges, in all countries of the world, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Patent Rights.

2. **Issuance and Recordation.** Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue any and all Assigned Patent Rights to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Patent Rights. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patent Rights.

3. **Patent License.** The Parties hereby acknowledge and agree that the Patent License shall be deemed terminated as of the Effective Date.

4. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Business Transfer Agreement or any other agreement entered into by the Parties or any of their affiliates.

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

8. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.

9. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law rules.

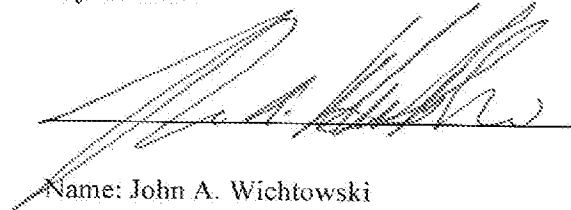
10. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the competent courts of the State of New York, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may

now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

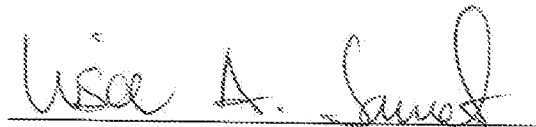
Wyeth LLC



Name: John A. Wichtowski

Title: Attorney in Fact

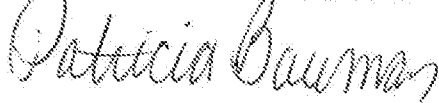
Upjohn US I LLC



Name: Lisa A. Samuels

Title: Attorney in Fact

WITNESSED AS TO BOTH BY:



Name: Patricia Bauman

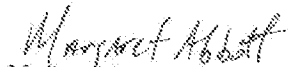
Nationality: American

Title: Senior Director Patents

Commercial address:

Eastern Point Rd., Groton, CT. 06340

WITNESSED AS TO BOTH BY:



Name: Margaret Abbott

Nationality: American

Title: Patent Administrative Lead

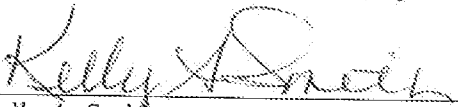
Commercial address:

Eastern Point Rd., Groton, CT. 06340

STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

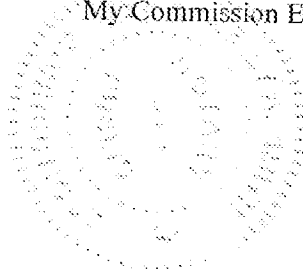
On this the 6th day of August 2020, before me, Kelly A. Smith, the undersigned officer, personally appeared John A. Wichtowski, who acknowledged himself to be the Attorney-in-Fact of Wyeth LLC, a limited liability company, and that he as such Attorney-in-Fact being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Kelly A. Smith
Notary Public


My Commission Expires: February 28, 2023



STATE OF CONNECTICUT)
) ss. East Lyme
COUNTY OF NEW LONDON)

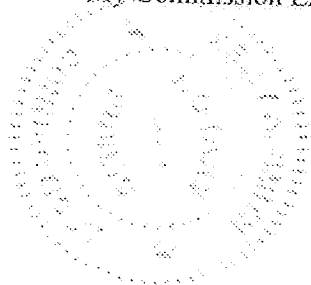
On this the 6th day of August 2020, before me, Kelly A. Smith, the undersigned officer, personally appeared Lisa A. Samuels, who acknowledged herself to be the Attorney-in-Fact of Upjohn US 1 LLC, a limited liability company, and that she as such Attorney-in-Fact being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Kelly A. Smith
Notary Public

My Commission Expires: February 28, 2023



SCHEDULE A

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
070440	Armenia	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Australia	2001268377	06/13/2001	2001268377	10/28/2005	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Austria	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Azerbaijan	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Belarus	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Belgium	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Canada	2411960	06/13/2001	2411960	10/12/2010	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	China P.R.	01813180.8	06/13/2001	01813180.8	02/10/2010	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Denmark	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Eurasian Patent Convention	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	European Patent Convention	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	France	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Germany	01946309.0	06/13/2001	60144754.9	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Great Britain	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
070440	Hong Kong	04101837.1	06/22/2010	1059378	09/10/2010	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Hungary	P0301348	06/13/2001	229440	11/14/2013	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	India	2002/01794/MUM	06/13/2001	206214	04/19/2007	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Ireland	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Israel	153303	06/13/2001	153303	03/01/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Italy	502011901974555	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Japan	2002-510077	06/13/2001	5579958	07/18/2014	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Kazakhstan	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Kyrgyzstan	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Mexico	PA/A/2002/012344	06/13/2001	245723	05/08/2007	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Moldova	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Netherlands	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	New Zealand	522957	06/13/2001	522957	07/05/2004	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Norway	20025983	06/13/2001	331092	10/03/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
065354	Philippines	1-1997-55809	03/13/1997	1-1997-55809	05/07/2004	Granted	Encapsulated Extended Release Formulation Of Venlafaxine Hydrochloride

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
065354	Philippines	1-2001-01023	04/26/2001	1-2001-01023	07/22/2005	Granted	Encapsulated Extended Release Formulation Of Venlafaxine Hydrochloride
070440	Poland	P-360469	06/13/2001	206268	03/18/2010	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Portugal	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Russian Federation	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Singapore	200207651-1	06/13/2001	93720	07/29/2005	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	South Africa	2002/9944	06/13/2001	2002/9944	12/31/2003	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Spain	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Sweden	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Switzerland	01946309.0	06/13/2001	1296665	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Tajikistan	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Turkey	01946309.0	06/13/2001	TR201108735T4	06/08/2011	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440	Turkmenistan	200300692	06/13/2001	011309	11/25/2008	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440A	United States	10/297897	06/13/2001	6924303	08/02/2005	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors
070440B	United States	11/012021	12/13/2004	7754753	07/13/2010	Granted	Analgesic And Anti-inflammatory Compositions Containing COX-2 Inhibitors