

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

Assignment ID: PATI514594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	08/19/2024
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GlaxoSmithKline LLC	08/19/2024
<b>NEWLY MERGED ENTITY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Haleon US Holdings LLC	08/19/2024
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>	
<b>Company Name:</b>	HALEON US HOLDINGS LLC
<b>Street Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9675548
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6105912251
<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>	2023729605
<b>Email:</b>	uspatents@haleon.com
<b>Correspondent Name:</b>	Christopher S. McWhinney
<b>Address Line 1:</b>	184 Liberty Corner Road
<b>Address Line 4:</b>	Warren, NEW JERSEY 07059
<b>ATTORNEY DOCKET NUMBER:</b>	CU60405-US
<b>NAME OF SUBMITTER:</b>	Febes Lazo
<b>SIGNATURE:</b>	Febes Lazo
<b>DATE SIGNED:</b>	09/23/2024
Total Attachments: 11	

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DATED 19 August 2024

**THE ASSIGNORS SET OUT IN PART 1 OF SCHEDULE 1**

and

**THE ASSIGNEES SET OUT IN PART 2 OF SCHEDULE 1**

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**DEED OF ASSIGNMENT  
OF NEW CH WRONG POCKETS IP**

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## DEED OF ASSIGNMENT OF NEW CH WRONG POCKETS IP

This Deed of Assignment of New CH Wrong Pockets IP (this "**Deed**") is made  
19 August 2024

### BETWEEN:

- (1) **THE ASSIGNORS** set out in Part 1 of Schedule 1 ("**Assignors**"); and
  - (2) **THE ASSIGNEES** set out in Part 2 of Schedule 1 ("**Assignees**"),
- each a "**Party**" and together the "**Parties**".

### RECITALS:

- (A) On 19 December 2018, Pfizer, Inc. ("**Pfizer**") GSK Plc and GlaxoSmithKline Consumer Healthcare Holdings Limited ("**GSK CH**") entered into a Stock and Asset Purchase Agreement (the Stock and Asset Purchase Agreement as amended from time to time, the "**SAPA**") pursuant to which Pfizer agreed to sell certain assets relating to its consumer healthcare business (as defined in the SAPA) to GSK CH.
- (B) On 31 July 2019, Pfizer, GSK Plc, GSK CH and JVCo (as defined below) entered into an amendment agreement pursuant to which GSK CH transferred by novation to JVCo all of its rights, title, interest, obligations, duties and liabilities under and in respect of the SAPA and also amended the SAPA in certain other respects.
- (C) On 15 July 2022, GSK Plc completed a demerger of its interest in its consumer healthcare business (the "**Demerger**"). In connection with the Demerger, GSK Plc, GSK CH and JVCo entered into an Asset Transfer Framework Agreement dated 1 June 2022 (the "**ATFA**"), pursuant to which those parties, among other things, agreed that certain businesses and assets relating to the Consumer Healthcare Business (as defined in the ATFA) that are or were (following closing under the SAPA) owned by GSK Plc and its subsidiaries (other than JVCo and its subsidiaries) have transferred or will transfer to JVCo in accordance with the terms of the ATFA.
- (D) Pursuant to section 2.3(c) of the ATFA, GSK Plc, GSK CH and JVCo have agreed that the New CH Wrong Pockets IP (as defined below) will be transferred from GSK Plc (or its applicable Affiliates) to JVCo (or its applicable Affiliates) pursuant to the provisions set out in section 6.22(c) of the SAPA.
- (E) In light of the foregoing, the Parties agreed to implement the intended assignment under section 2.3(c) of the ATFA. Accordingly, the Assignors (each an Affiliate of GSK Plc), being the owners (whether collectively or individually) of the New CH Wrong Pockets IP, have agreed to jointly and severally assign the New CH Wrong Pockets IP to the Assignees (each an Affiliate of JVCo) in accordance with the terms of this Deed.

### IT IS AGREED as follows:

#### 1. DEFINITIONS

"**Affiliates**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. For the avoidance of doubt, members of the JVCo's group are not considered Affiliates of GSK Plc or its subsidiaries.

"**ATFA**" has the meaning given in Recital (C).

**"Demerger"** has the meaning given in Recital (C).

**"Effective Date"** means 15 July 2022, being the completion date of the Demerger.

**"Intellectual Property Rights"** means all intellectual property rights throughout the world, including: (a) Patent Rights, (b) trademarks, service marks, corporate names, trade names, Internet Identifiers, logos, slogans, trade dress, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and intellectual property rights in copyrightable and other works, moral rights, design rights and other sui generis rights, (d) trade secrets or other proprietary rights in clinical, technical, scientific, manufacturing, regulatory and other information, inventions (whether or not patentable), discoveries, designs, results, techniques, database rights, data, databases, data collections and other know-how, including plans, processes, practices, methods, trade secrets, instructions, formulae, formulations, recipes, compositions, specifications, protocols, analytical and quality control information and procedures, test data and results, reports, studies, and marketing, pricing, distribution, cost and sales information, (e) intellectual property rights in software and (f) applications and registrations and renewals for, and all associated rights with respect to, any of the foregoing in any jurisdiction, including all rights to commence proceedings, claim damages (including damages for past infringements), collect royalties, products and proceeds with respect to any of the foregoing.

**"JVCo"** means Haleon UK Holdings (No.2) Limited (formerly known as GlaxoSmithKline Consumer Healthcare Holdings (No.2) Limited), a company incorporated under the laws of England and Wales, with registered number 11961650, whose registered address is at Building 5, First Floor, The Heights, Weybridge, Surrey, England, KT13 0NY.

**"New CH Wrong Pockets IP"** means all the Intellectual Property Rights (including all unregistered Intellectual Property Rights) subsisting in and to the listed domain names, trade marks, copyright and patents set out in Schedule 2, including any rights and obligations expressly specified in Schedule 2.

**"Patent and Know-How Licence Agreement (ROW)"** means the Patent and Know-How Licence Agreement (Rest of the World) dated 2 March 2015 entered into between: (a) Glaxo Group Limited and GlaxoSmithKline Intellectual Property Limited (as the licensors), (b) GlaxoSmithKline Consumer Healthcare (UK) IP Limited (now named Haleon UK IP Limited) (as the licensee), and (c) GlaxoSmithKline LLC (as the registered proprietor).

**"Patent and Know-How Licence Agreement (US)"** means the US Patent and Know-How Licence Agreement dated 26 February 2015 entered into between: (a) Stiefel Laboratories LLC and GlaxoSmithKline LLC (as the licensors), (b) GlaxoSmithKline Consumer Healthcare Holdings (US) LLC (now named Haleon US Holdings LLC) (as the licensee), and (c) Glaxo Group Limited and Stiefel Research Australia Pty Ltd (as the registered proprietors).

**"Patent Rights"** means (a) issued patents, (b) invention disclosures, and pending patent applications, including all rights to file applications for patents, all rights to claim priority in respect of inventions and applications, all provisional applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patents granted thereon, (c) patents-of addition, reissues, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, including patent term adjustments, patent term extensions, supplementary protection certificates or the equivalent thereof, (d) inventor's certificates, (e) registered or other utility model rights, registered or other design rights and registered or other industrial property rights and (f) United States and foreign counterparts of any of the foregoing.

"Person" means an individual, a limited liability company, joint venture, a corporation, a partnership, an association, a trust, a division or operating group of any of the foregoing or other entity or organization, including a governmental authority.

"SAPA" has the meaning given in Recital (A).

## **2. ASSIGNMENT**

- 2.1 Each of the relevant Assignors (as set out in the "Assignor" column in Schedule 2) hereby jointly and severally assign to each of the relevant Assignees (as set out in the "CH Assignee" column in Schedule 2, subject to clause 2.4), with effect from the Effective Date, all of their right, title and interest in and to the New CH Wrong Pockets IP, in each case whether held individually or jointly by the Assignors.
- 2.2 The Parties acknowledge and agree that the assignment in clause 2.1 is made pursuant to the provisions set out in section 6.22(c) of the SAPA for no consideration and that such assignment is in compliance with and in full and final settlement of any rights or claims that JVCo or its Affiliates (which, for the avoidance of doubt, include the Assignees) may have under section 6.22(c) of the SAPA in respect of the New CH Wrong Pockets IP.
- 2.3 The Parties acknowledge and agree that the assignment in clause 2.1 includes the right for each of the Assignees to bring proceedings against any third party in relation to the New CH Wrong Pockets IP (as applicable), including the right to sue in respect of every act of infringement of the New CH Wrong Pockets IP (as applicable) whether occurring before, on or after the Effective Date.
- 2.4 In respect of the domain names listed in Schedule 2, the Assignors and the Assignees each acknowledge and agree that some of the domain name registrations may be required to be transferred into a local entity in certain countries in order to complete the transfer. The Parties agree that where such requirement exists, the relevant Assignors shall transfer such registrations to a local entity as may be designated by the relevant Assignees set out in Schedule 2.

## **3. ENTIRE AGREEMENT**

- 3.1 This Deed, together with the ATFA and the SAPA, constitutes the entire agreement and supersedes any previous agreements between the Parties relating to its subject matter.
- 3.2 Each Party acknowledges and agrees that no representations were made which are not set out in this Deed but that, if any were made, it has not relied on, or been induced to enter into this Deed by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other Party in relation to the subject matter of this Deed or otherwise.
- 3.3 Nothing in this Deed shall operate to limit or exclude any liability of any Party for, or remedy against any Party in respect of, any fraudulent misrepresentation.

## **4. GENERAL**

- 4.1 The provisions of sections 12 (*Transfer of Intellectual Property*), 18.2 (*Amendment; waiver*), 18.5 (*Parties in interest*), 18.9 (*Governing law; Jurisdiction*), 18.10 (*Counterparts*), 18.11 (*Headings*) and 18.12 (*Severability*) of the ATFA shall apply to this Deed *mutatis mutandis* and as if set out in full in this Deed and as if references in those sections to:

- a) "this Agreement" are references to this Deed;

- b) "Party" or "Parties" are references to the Party and the Parties as respectively defined in this Deed;
- c) "Section 2.1" and "Section 2.3" are both references to clause 2.1 of this Deed; and
- d) "Schedule 20" are references to Schedule 2 of this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **SCHEDULE 1**

### **PARTIES**

#### **Part 1 – Assignors**

1. Amoun Pharmaceutical Industries Co. S.A.E.
2. Beecham Group plc
3. Glaxo Group Limited
4. Glaxo Operations UK Limited
5. GlaxoSmithKline (China) Investment Co Ltd
6. GlaxoSmithKline (Ireland) Limited
7. GlaxoSmithKline AB
8. GlaxoSmithKline Argentina S.A.
9. GlaxoSmithKline Australia Pty Ltd
10. GlaxoSmithKline B.V.
11. GlaxoSmithKline Biologicals SA
12. GlaxoSmithKline Brasil Limitada
13. GlaxoSmithKline Colombia S.A.
14. GlaxoSmithKline doo Beograd-Novı Beograd – U LIKVIDACIJI.
15. GlaxoSmithKline El Salvador S.A. de C.V.
16. GlaxoSmithKline EOOD
17. GlaxoSmithKline Export Limited
18. GlaxoSmithKline GmbH & Co KG
19. GlaxoSmithKline İlaclari Sanayi ve Ticaret A.S.
20. GlaxoSmithKline Inc. (formerly known as SmithKline Beecham Inc.)
21. GlaxoSmithKline K.K.
22. GlaxoSmithKline Korea Limited
23. [GlaxoSmithKline Limited]
24. GlaxoSmithKline LLC
25. GlaxoSmithKline Kft. “v.a”
26. GlaxoSmithKline Mexico S.A. de C.V.



27. GlaxoSmithKline NZ Limited
28. GlaxoSmithKline Pharma GmbH
29. GlaxoSmithKline Pharmaceuticals Limited
30. GlaxoSmithKline Pharmaceuticals S.A.
31. GlaxoSmithKline S.A.
32. GlaxoSmithKline S.A.E.
33. GlaxoSmithKline S.p.A.
34. GlaxoSmithKline S.R.O.
35. GlaxoSmithKline Services Unlimited (formerly known as Glaxo Wellcome plc)
36. GlaxoSmithKline South Africa (Pty) Limited
37. GlaxoSmithKline (GSK) S.R.L.
38. GlaxoSmithKline Trading Services Limited
39. JSC GlaxoSmithKline Trading
40. GlaxoSmithKline Uruguay S.A.
41. GSK Pharmaceutical Trading SA
42. Laboratoire GlaxoSmithKline
43. Laboratorios Dermatologicos Darier, S.A. de C.V.
44. PT Glaxo Wellcome Indonesia
45. SmithKline Beecham (Cork) Limited
46. SmithKline Beecham Limited (formerly known as SmithKline Beecham p.l.c.)
47. SmithKline Beecham Pharma GmbH & Co KG
48. Stiefel Laboratories, Inc.
49. Stiefel Research Australia Pty Ltd
50. GlaxoSmithKline Chile Farmaceutica Limitada
51. ViiV Healthcare UK Limited

**Part 2 – Assignees**

Baker McKenzie  
19.08.2024

1. GlaxoSmithKline Consumer Healthcare GmbH (name changed to Haeon Austria GmbH)
2. GlaxoSmithKline Consumer Healthcare GmbH & Co. KG (now known as Haeon Germany GmbH following merger)
3. Haeon CH SARL
4. Haeon Italy S.r.l.
5. Haeon Poland sp. z o.o.
6. Haeon UK IP Limited
7. Haeon UK IP (No. 2) Limited
8. Haeon UK Trading Limited
9. Haeon US Holdings LLC
10. Haeon US Inc.
11. Haeon US IP LLC
12. Stafford-Miller (Ireland) Limited

**SCHEDULE 2**  
**NEW CH WRONG POCKETS IP**

Patent Reference	Country	Assignor	CH Assignee	Application Number	Patent No.	Filed Date	Grant Date	Expiry Date	Status	Invention Title
CU60405-SI	Slovenia	GlaxoSmithKline LLC	Haleon UK IP Limited	04778981.3	EP1648421	22 Jul 2004	18 Oct 2017	22 Jul 2024	Granted	Project Flash
CU60405-ES	Spain	GlaxoSmithKline LLC	Haleon UK IP Limited	04778981.3	EP1648421	22 Jul 2004	18 Oct 2017	22 Jul 2024	Granted	Project Flash
CU60405D1-ES	Spain	GlaxoSmithKline LLC	Haleon UK IP Limited	12152301.3	EP2446881	24 Jan 2012	09 Apr 2014	22 Jul 2024	Granted	Project Flash
CU60405-SE	Sweden	GlaxoSmithKline LLC	Haleon UK IP Limited	04778981.3	EP1648421	22 Jul 2004	18 Oct 2017	22 Jul 2024	Granted	Project Flash
CU60405D1-SE	Sweden	GlaxoSmithKline LLC	Haleon UK IP Limited	12152301.3	EP2446881	24 Jan 2012	09 Apr 2014	22 Jul 2024	Granted	Project Flash
CU60405-CH	Switzerland	GlaxoSmithKline LLC	Haleon UK IP Limited	04778981.3	EP1648421	22 Jul 2004	18 Oct 2017	22 Jul 2024	Granted	Project Flash
CU60405-TH	Thailand	GlaxoSmithKline LLC	Haleon UK IP Limited	0401002729	83394	16 Jul 2004	07 Jul 2021	16 Jul 2024	Granted	Project Flash
CU60405-TR	Turkey	GlaxoSmithKline LLC	Haleon UK IP Limited	2017/20149	EP1648421	22 Jul 2004	18 Oct 2017	22 Jul 2024	Granted	Project Flash
CU60405-GB	United Kingdom	GlaxoSmithKline LLC	Haleon UK IP Limited	04778981.3	EP1648421	22 Jul 2004	18 Oct 2017	21 Jul 2024	Granted	Project Flash
CU60405D1-GB	United Kingdom	GlaxoSmithKline LLC	Haleon UK IP Limited	12152301.3	EP2446881	24 Jan 2012	09 Apr 2014	21 Jul 2024	Granted	Project Flash
CU60405-US	United States of America	GlaxoSmithKline LLC	Haleon US Holdings LLC	10/565706	9675548	22 Jul 2004	13 Jun 2017	05 Jun 2028	Granted	Project Flash

Patent Reference	Country	Assignor	CH Assignee	Application Number	Patent No.	Filed Date	Grant Date	Expiry Date	Status	Invention Title
										COMPOSITIONS
CU62985-PL	Poland	GlaxoSmithKline LLC	Haleon UK IP Limited	09739749.1	EP2285411	30 Apr 2009	21 Sep 2016	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-PT	Portugal	GlaxoSmithKline LLC	Haleon UK IP Limited	09739749.1	EP2285411	30 Apr 2009	21 Sep 2016	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-RU	Russian Federation	GlaxoSmithKline LLC	Haleon UK IP Limited	2010149050	2458692	30 Apr 2009	20 Aug 2012	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-ES	Spain	GlaxoSmithKline LLC	Haleon UK IP Limited	09739749.1	EP2285411	30 Apr 2009	21 Sep 2016	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-SE	Sweden	GlaxoSmithKline LLC	Haleon UK IP Limited	09739749.1	EP2285411	30 Apr 2009	21 Sep 2016	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-TR	Turkey	GlaxoSmithKline LLC	Haleon UK IP Limited	201617807	TR201617807T4	30 Apr 2009	21 Sep 2016	30 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-GB	United Kingdom	GlaxoSmithKline LLC	Haleon UK IP Limited	09739749.1	EP2285411	30 Apr 2009	21 Sep 2016	29 Apr 2029	Granted	NICOTINE LOZENGE COMPOSITIONS
CU62985-US	United States of America	GlaxoSmithKline LLC	Haleon US Holdings LLC	12/990049	8501164	30 Apr 2009	06 Aug 2013	14 Jun 2029	Granted	NICOTINE LOZENGE