# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wyeth LLC		110/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

### RECEIVING PARTY DATA

Name:	PAH W LLC
Street Address:	235 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### PROPERTY NUMBERS Total: 50

	995778	AMFOROL
Registration Number:	1820973	
	1020010	AMIGLYDE-V
Registration Number:	1448093	ARVAC
Registration Number:	591591	CENTRINE
Registration Number:	430216	CLOVITE
Registration Number:	804549	DOMOSO
Registration Number:	856384	EQUILOID
Registration Number:	2714636	EQUILOID INNOVATOR
Registration Number:	2009008	FLUNIXAMINE
Registration Number:	771776	FLUVAC
Registration Number:	2678478	FLUVAC INNOVATOR
Registration Number:	501389	FORT DODGE
Registration Number:	2486801	FORT DODGE
Registration Number:	2350853	GIARDIAVAX TRADEMARK

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Registration Number:	1756402	IMMUNE-GUARD
Registration Number:	2107630	INFOVAX-ID
Registration Number:	924126	KETASET
Registration Number:	1870987	KOPERTOX
Registration Number:	2531616	LARYNGO-VAC
Registration Number:	3484781	LEGACY SCHOLARSHIP PROGRAM
Registration Number:	1745046	LYMEVAX
Registration Number:	1767901	METASTIM
Registration Number:	3531089	NATIONAL PET WELLNESS MONTH
Registration Number:	1507742	NOLVADENT
Registration Number:	1135455	NOLVALUBE
Registration Number:	619354	NOLVASAN
Registration Number:	1160554	NOLVASAN
Registration Number:	1585474	OPTI-SERT
Registration Number:	2300594	PINNACLE
Registration Number:	771065	PNEUMABORT
Registration Number:	1191050	PNEUMABORT-K
Registration Number:	1803612	POTOMAC GUARD
Registration Number:	2162936	PROHEART
Registration Number:	2809009	PROHEART
Registration Number:	3330565	PROMERIS
Registration Number:	2730671	RESTOR-A-FLEX
Registration Number:	709880	SLEEPAWAY
Registration Number:	2557580	SURE-DIAL
Registration Number:	940856	SYNOTIC
Registration Number:	586351	SYNOVEX
Registration Number:	1496672	SYNOVEX
Registration Number:	2725856	SYNOVEX CHOICE
Registration Number:	2728131	SYNOVEX CHOICE
Registration Number:	1997305	SYNOVEX PLUS
Registration Number:	1074412	TELAZOL
Registration Number:	1314289	TORBUGESIC
Registration Number:	2007709	TORBUGESIC-SA
Registration Number:	1115136	TORBUTROL
Registration Number:	2789790	WEST NILE-INNOVATOR
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#### **CORRESPONDENCE DATA**

**Fax Number**: 9736607978

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 9736607695

Email: maureen.pasapane@pfizer.com, jane.ungaro@pfizer.com

Correspondent Name: Pfizer Inc.

Address Line 1: Five Giralda Farms

Address Line 4: Madison, NEW JERSEY 07940

ATTORNEY DOCKET NUMBER:	G401390
NAME OF SUBMITTER:	Jane Ungaro
Signature:	/jane ungaro/
Date:	10/23/2012

### Total Attachments: 4

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of October 1, 2012 (the "Effective Date"), by and between Wyeth LLC (f/k/a Wyeth, f/k/a American Home Products Corporation), a limited liability company organized under the laws of Delaware ("Assignor") and PAH W LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined herein).

#### RECITALS:

WHEREAS, the Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, pursuant to the Asset Contribution Agreement, dated as of October 1, 2012 between Assignor and Assignee (the "Contribution Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks;

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

- 1. Conveyance. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, for the United States and for all foreign countries, including any and all goodwill symbolized thereby, 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 Trademarks.
- 2. <u>Issuance and Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the 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 Trademarks. 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 Trademarks.
- 3. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, after, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Contribution Agreement or any other agreement entered into by the Parties or any of their affiliates in connection with the GSA. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the Contribution Agreement shall control.

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- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 5. <u>Counterparts</u>. 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 agreement 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. <u>Interpretation</u>. 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.
- 7. <u>Further Assurances</u>. 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.
- 8. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
- 9. 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 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]

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

> ASSIGNOR: WYETH LLC

ASSIGNEE: PAH WLLC

Title: VIC Presi

WITNESSED AS TO BOTH BY:

WITNESSED AS TO BOTH BY:

Name: 6,44,70

Title: Serving

STATE OF NEW YORK	<i>y</i>
COUNTY OF NEW YORK	)SS.
	<i>3.</i>
<b>~</b> 7 ∨	ecuted before me on this 27 day of September, 2012, by
Kare Hamon, the VILLYCE	Side (title) of Wyeth LLC, a limited liability company
organized under the laws of De	laware, on behalf of said limited liability company.
	Dee
	Notary Public
	VERONICA DICAMILLO Notary Public of the State of New York Qualified in New York County No. 02DI6201545 My Commission Expires Mar. 2, 2013
STATE OF NEW YORK	) )SS.
COUNTY OF NEW YORK	$\mathcal{S}$
	ecuted before me on this 24 day of September 2012, by Side of PAH W LLC, a limited liability company

Notary Public

organized under the laws of Delaware on behalf of said limited liability company.

VERONICA DICAMILLO
Notary Public of the State of New York
Qualified in New York County
No. 02Di6201545
My Commission Expires Mar. 2, 2013

[Trademark Assignment Notary Page - Wyeth LLC]

**RECORDED: 10/23/2012** 

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