

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
Abbott Laboratories		08/01/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	AbbVie Inc.		
Street Address:	1 N. Waukegan Road		
City:	North Chicago		
State/Country:	ILLINOIS		
Postal Code:	60064		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85528494	DESIGNED WITH A MAN IN MIND	
CORRESPONDENCE DATA			
Fax Number:	8479356552		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-937-5121		
Email:	trademarks@abbott.com		
Correspondent Name:	David H. McDonald - Abbott Laboratories		
Address Line 1:	100 Abbott Park Road		
Address Line 2:	D377/AP6A		
Address Line 4:	Abbott Park, ILLINOIS 60064		
ATTORNEY DOCKET NUMBER:	T64762		
NAME OF SUBMITTER:	David H. McDonald		
Signature:	/David H. McDonald/		

Date:

12/06/2012

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

Between

ABBOTT LABORATORIES

and

ABBVIE INC.

Dated as of August 1, 2012

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated and effective as of August 1, 2012 (the "Effective Date"), between ABBOTT LABORATORIES, a corporation organized under the laws of the state of Illinois with a primary address at 100 Abbott Park Road, Abbott Park, Illinois 60064 ("Assignor"), and ABBVIE INC., a corporation organized under the laws of the state of Delaware with a primary address at 1 N Waukegan Road, North Chicago, IL 60064 ("Assignee").

WHEREAS, pursuant to the CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT executed between Assignor and Assignee on the Effective Date, Assignor has transferred to Assignee the assets of its business relating to the Trademarks (as defined herein);

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, the Trademarks effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. for the purpose of this Agreement, the following terms shall have the meanings set forth below.

"Assignor" has the meaning set forth in the Introductory Paragraph.

"Assignee" has the meaning set forth in the Introductory Paragraph.

"Agreement" means this Trademark Assignment Agreement and the Schedule hereto.

"Effective Date" has the meaning set forth in the Introductory Paragraph.

"Parties" means the parties to this Agreement.

"Trademarks" means the trademarks set out in the Schedule to this Agreement.

ARTICLE II

ASSIGNMENT AND ASSUMPTION

SECTION 2.01. Assignment and Assumption of the Trademarks.

(a) Upon the terms and subject to the conditions of this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby contributes, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill attaching thereto and any common law rights therein.

SECTION 2.02. Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, necessary or advisable to consummate the transactions contemplated by this Agreement. Without limiting the foregoing, each Party shall cooperate with the other Party without any further consideration to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all documents as may reasonably be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement, including without limitation any documents required to record the assignment of any of the Trademarks with local registries.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

SECTION 3.02. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of Delaware irrespective of the choice of Laws and principles of the State of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

SECTION 3.03. Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

SECTION 3.04. Headings. The Article, Section and Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 3.05. Waiver. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default, nor shall it prejudice the rights of the waiving Party.

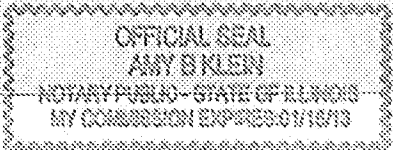
SECTION 3.06. Amendments. No provisions of this Agreement shall be deemed amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by an authorized representative of both Parties. No provisions of this Agreement shall be deemed waived unless such waiver is in writing and signed by the authorized representative of the Party against whom it is sought to be enforced.

SECTION 3.07. Governing Language. The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language.

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment, or has caused this Trademark Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

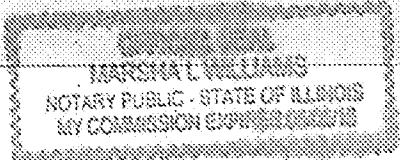
ABBOTT LABORATORIES

By: Thomas C. Freyman
Name: Thomas C. Freyman
Title: Executive Vice President, Finance &
Chief Financial Officer

State of Illinois
County of Cook Lake
Signed and attested before me on August 1, 2012 by Amy B. Klein
Signature: Amy B. Klein


ABBVIE INC.

By: William J. Chase
Name: William J. Chase
Title: Authorized Officer

State of Illinois
County of Cook
Signed and attested before me on July 27, 2012 by WILLIAM CHASE
Signature: Marsha R. Williams


Witness

Name: DINA SHINDERMAN
Signature: [Signature]

Name: Patricia Liebert
Signature: Patricia Liebert

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Assignment, or has caused this Trademark Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ABBOTT LABORATORIES

By: Thomas C. Freyman
Name: Thomas C. Freyman
Title: Executive Vice President, Finance & Chief Financial Officer

State of Illinois
County of ~~Cook~~ Lake
Signed and attested before me on August 1, 2012 by Amy B. Klein
Signature: Amy B. Klein
OFFICIAL SEAL
AMY B KLEIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/12/13

ABBVIE INC
By: William J. Chase
Name: William J. Chase
Title: Authorized Officer

State of Illinois
County of Cook
Signed and attested before me on July 27, 2012 by WILLIAM CHASE
Signature: Nancy R. Williams
OFFICIAL SEAL
NANCY R. WILLIAMS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/12/13

Witness

Name: DINA SHNIDERMAN
Signature: Dina Shniderman

Name: Patricia Libert
Signature: Patricia Libert

SCHEDULE TO TRADEMARK ASSIGNMENT

MarkName	Country	Classes	Goods	Appl. No.	Appl. Date			
DESIGNED WITH A MAN IN MIND	United States	16; 44	Printed materials, namely, leaflets, brochures and pamphlets, on the topic of testosterone deficiency or testosterone replacement therapy; Providing information on the topic of testosterone deficiency or testosterone replacement therapy	85528494	01/30/2012			