

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637781

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900604433		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wyeth LLC		05/15/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UPJOHN US 1 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: 2			
Property Type	Number	Word Mark	
Registration Number:	1787331	EFFEXOR	
Registration Number:	2853918	EFFEXOR XR	
CORRESPONDENCE DATA			
Fax Number:	7037392815		
<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:	iprecordals@cpaglobal.com		
Correspondent Name:	CPA GLOBAL LIMITED		
Address Line 1:	LIBERATION HOUSE		
Address Line 2:	CASTLE STREET		
Address Line 4:	ST HELIER, JERSEY JEI IBL		
NAME OF SUBMITTER:	Helen Birrell		
SIGNATURE:	/IPR/RZ/PFIZERNEO2020080WYETHLLCresubA2/		
DATE SIGNED:	04/08/2021		
Total Attachments: 11			
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ONLY
DOCUMENT
WE HAVE
TO FILE-
PLEASE USE

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of May 15, 2020 ("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."

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);

WHEREAS, in connection with the Business Transfer Agreement, Assignor and Assignee entered into that certain Trademark License Agreement, dated April 29, 2019 (the "Trademark License") pursuant to which Assignor granted to Assignee an exclusive, perpetual, royalty-free license under those trademark applications and registrations owned by Assignor and associated in commerce exclusively with the business of researching, developing, importing, manufacturing, marketing, distributing, leasing and/or selling the products that form part of the Upjohn business unit including, but not limited to, the trademark applications and registrations shown in Schedule A, in respect of all goods and services covered by the specifications thereof whether registered or unregistered including trademark get-ups, logos, designs and labels, together with the associated goodwill and all common law and related rights thereto in all jurisdictions of the world where Assignor has rights (collectively, the "Assigned Marks");

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which 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. Assignor hereby irrevocably assigns, transfers and conveys to Assignee its entire right, title and interest in, to and under the Assigned Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of

Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby further agrees to execute, or to cause to have executed, any confirmatory assignment of Assigned Marks and any other documents that may be reasonably required in addition to the signing of this Assignment and reasonably requested by the Assignee, Assignee's successors, assigns or other legal representatives, in order to transfer to the Assignee the ownership of the Assigned Marks in individual countries and to effectuate the purposes of this Assignment, including, but not limited to, distributing copies of the completed registrar transfer documents to the Assignee, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

3. Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Assigned Marks.

4. The Parties hereby acknowledge and agree that the Trademark License shall be deemed terminated as of the Effective Date.

5. 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.

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

7. 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. 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.

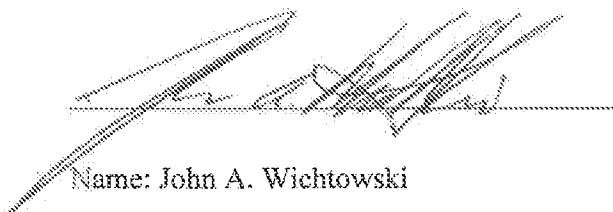
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same assignment and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it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

10. 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. With respect to any suit, action or proceeding relating to this Agreement, each party hereto irrevocably agrees and consents to be subject to the jurisdiction of the State of New York.

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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

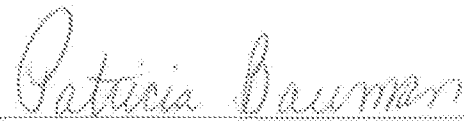
Upjohn US 1 LLC



Name: Lisa A. Samuels

Title: Attorney in Fact

WITNESSED AS TO BOTH BY:



Name: Patricia Bauman

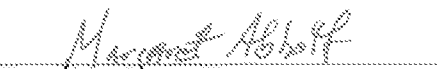
Nationality: American

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

TRADEMARK

REEL: 007246 FRAME: 0666

Schedule A

Trademark	Application Number	Registration Number	Country
EFEXOR	1845564	2876169	Argentina
EFEXOR	VM-140402-33	16746	Aruba
EFFEXOR	97081313	18761	Aruba
ALTVEN	728459	728459	Australia
EFEXOR	571426	571426	Australia
EFEXOR-XR	975481	975481	Australia
EFFECTIN	AM5521/97	172917	Austria
EFEXOR	AM5951/92	145965	Austria
EFEXOR	15987	15987	Bahamas
EFFEXOR	19970	19970	Bahamas
EFEXOR	763/93	16489	Bahrain
EFEXOR	38075	38075	Bangladesh
EFEXOR	NO NUMBER	81/7912	Barbados
EFFEXOR	NO NUMBER	81/18679	Barbados
EFFECTIN DEPOT IN CYRILLIC	20020925	19489	Belarus
EFEXOR	780453	512862	Benelux
EFEXOR-EXEL	905540	629559	Benelux
EFFEXOR	772983	504166	Benelux
EFEXOR	22172	22172	Bermuda
EFFEXOR	28989	28989	Bermuda
EFEXOR	2906-14	92913A	Bolivia
ALTVEN	918467250		Brazil
CONFIDENCE (TAGLINE)	826317111	826317111	Brazil
EFEXOR	816631271	816631271	Brazil
EFEXOR XR AND DESIGN (BLACK & WHITE)	825461758	825461758	Brazil
EFEXOR XR AND DESIGN (COLOR)	825461740	825461740	Brazil
REXET	913317942		Brazil
TREVILOR	913318043	913318043	Brazil
VANDRAL	918467110		Brazil
EFEXOR	22909	20185	Brunei
EFFECTIN	39732	33501	Bulgaria
EFFEXOR	726254	440493	Canada
EFEXOR	205949	984499	Chile
EFEXOR	93097824	744773	China P.R.
EFEXOR IN CHINESE (VERSION 1)	970046087	1200285	China P.R.
EFEXOR IN CHINESE (Version 1)	9900126996	1508450	China P.R.
EFEXOR IN CHINESE (Version 2)	9900126997	1508443	China P.R.
EFEXOR IN CHINESE (VERSION 3)	20050118597	1628533	China P.R.
EFEXOR IN CHINESE CHARACTERS (YU FU SHEN)	9800133041	1372797	China P.R.
EFEXOR	923605575	145357	Colombia

Trademark	Application Number	Registration Number	Country
EFFEXOR	923545635	148337	Colombia
EFEXOR	1993-0007305	86843	Costa Rica
EFEXOR	D-7457	06739	Curacao
EFEXOR	38753	38753	Cyprus
EFFECTIN	124473	215912	Czech Republic
EFEXOR	73746	179081	Czech Republic
EFEXOR	1417ZAI/93	4230/93	Democratic Rep of Congo
EFEXOR	4013/1993	VR199401369	Denmark
EFEXOR	58814	58814	Dominican Republic
EFEXOR	39872	1745	Ecuador
EFEXOR	87365	87365	Egypt
EFEXOR	2826/93	172 BOOK 53	El Salvador
EFEXOR	9602224	26271	Estonia
EFEXOR	FTM48852014	FTM/7243/2018	Ethiopia
EFEXOR	19930450	130277	Finland
EFEXOR	93476622	93476622	France
EFFEXOR	324393	1 711 192	France
EFEXOR	88/9/93	88/9/93	Gambia
EFFECTIN DEPOT IN CYRILLIC	016822/03	M15187	Georgia
EFEXOR	A52655/5WZ	2103033	Germany
EFFEXOR	A51639/5WZ	2103032	Germany
TREVILOR	A51757/5WZ	2101443	Germany
EFEXOR	25724		Ghana
EFEXOR	1486520	1486520	Great Britain
EFEXOR	111621	111621	Greece
EFEXOR	6771-93	76812/147/165	Guatemala
EFEXOR	14139A	14139A	Guyana
EFEXOR	432-S	196/157	Haiti
EFFEXOR	1098-S	11/158	Haiti
EFEXOR	6589/93	59233	Honduras
EFEXOR	93/36680	199500040	Hong Kong
EFEXOR IN CHINESE	2002/15224	200311148	Hong Kong
EFEXOR	M9206338	137285	Hungary
EFEXOR	488/1993	866/1993	Iceland
EFEXOR	600334	600334	India
EFEXOR	317979	535015	Indonesia
EFEXOR	45096	45096	Iraq
EFEXOR	93/4682	159577	Ireland
EFEXOR	85784	85784	Israel
EFEXOR	M192C003460	1479287	Italy
EFFEXOR	F12011C001157	950498	Italy
EFEXOR	54922	26215	Jamaica
EFFEXOR	5/6595	31588	Jamaica
EFFECTIN	2012-023840	5516857	Japan
EFFECTIN with KATAKANA (I- FE-KU-TI-N)	2012-023838	5516856	Japan
EFFEXOR	2012-023842	5516859	Japan

Trademark	Application Number	Registration Number	Country
EFFEXOR AND KATAKANA CHARACTERS	2002-66487	4692058	Japan
EFFEXOR LOGO	2016-036483	5765301	Japan
EFFEXOR with KATAKANA (I-FE-E-KU-SA)	2012-023838	5518853	Japan
EFFEXOR with KATAKANA (I-FE-E-KU-SA-A)	2012-023835	5518852	Japan
ZEFEXOR	2012-023841	5518858	Japan
ZEFEXOR with KATAKANA (ZE-FE-E-KU-SA-A)	2012-023837	5518854	Japan
ZEFEXOR with KATAKANA (ZEI-FE-E-KU-SA)	2012-023838	5518855	Japan
EFEXOR	32418	32418	Jordan
EFFECTIN DEPOT IN CYRILLIC	20414	16303	Kazakhstan
EFEXOR	40705	40705	Kenya
EFEXOR & KOREAN CHARACTERS	3580/1998	439155	Korea South
EFEXOR-XR	50-2010-5044	470617	Korea South
EFEXOR-XR IN KOREAN CHAR	50-2010-5054	470616	Korea South
EFEXOR	1754	1881	Kosovo
EFEXOR	29383	27227	Kuwait
EFEXOR	982543.3	4857	Kyrgyzstan
EFEXOR	61157	117482	Lebanon
EFEXOR	10583		Libya
EFEXOR	96-2607	31474	Lithuania
EFEXOR	N/17622	N/017622	Macao
EFEXOR IN CHINESE	N/17628	N/017628	Macao
EFEXOR	172/93	172/93	Malawi
EFEXOR	MA4439/93	93/04439	Malaysia
EFEXOR	22472	22472	Malta
EFEXOR	A/34/437	A/34/437	Mauritius
EFEXOR	143135	421958	Mexico
EFFEXOR	132176	417140	Mexico
EFEXOR	98-007437	R6384	Moldova
EFEXOR	2834	2781	Mongolia
EFEXOR	259	51910	Morocco
EFEXOR	93/0776	93/0776	Namibia
ALTVEN	273082	273082	New Zealand
EFEXOR	215873	215873	New Zealand
EFEXOR-XR	703615	703615	New Zealand
EFEXOR	93-01692	25384C.C.	Nicaragua
EFEXOR	TP18973/93	53425	Nigeria
EFEXOR	926413	162331	Norway
EFEXOR	82595	32643	O.A.P.I.
EFEXOR	22083	22083	Oman
EFEXOR	121409	121409	Pakistan
EFEXOR	65617	65617	Panama
EFEXOR	14436	389110	Paraguay

Trademark	Application Number	Registration Number	Country
EFEXOR	212775	101815	Peru
EFFECTIN	Z-176749	122373	Poland
EFEXOR	Z-117380	79509	Poland
EFEXOR	279049	279549	Portugal
EFEXOR	11123	11123	Qatar
EFEXOR	22840	18937	Republic of Yemen
EFFECTIN	45489	33229	Romania
EFFECTIN DEPOT IN CYRILLIC	2002708871	269087	Russian Federation
EFEXOR	21978	308/2	Saudi Arabia
EFFECTIN	Z-1997-951	40441	Serbia
EFEXOR	5/94	3753	Seychelles Island
EFEXOR	14116	14116	Sierra Leone
EFEXOR	T93060901	T93060901	Singapore
EFEXOR	D-7457	05653	Sint Maarten
EFEXOR	73746-92	175009	Slovak Republic
EFFECTIN	Z-9671213	9771213	Slovenia
EFEXOR	Z9670927	9670927	Slovenia
EFEXOR	92/2786	92/2786	South Africa
EFFEXOR	2500747	2.500.747	Spain
VANDRAL	484317	484317	Spain
EFEXOR	68178	68178	Sri Lanka
EFEXOR	23603	23603	Sudan
EFEXOR	13763	13763	Suriname
EFEXOR	93-01069	255894	Sweden
EFEXOR	9003/1992.6	403620	Switzerland
EFEXOR	250-35-316091	53799	Syria
DIALOGUES AND CHINESE CHARACTERS	095036701	1265928	Taiwan
EFEXOR	82038870	639223	Taiwan
EFEXOR IN CHINESE CHARACTERS	87041536	654990	Taiwan
EFEXOR	253791	KOR17799	Thailand
EFEXOR	22645	22645	Trinidad & Tobago
EFFEXOR	27579	27579	Trinidad & Tobago
EFEXOR	EE930860	EE082050	Tunisia
EFEXOR	49518	152851	Turkey
EFEXOR	98310533	7148	Turkmenistan
EFFECTIN DEPOT IN CYRILLIC	2002042235	38961	Ukraine
EFEXOR	8034	8430	United Arab Emirates
EFFEXOR	74229208	1787331	United States
EFFEXOR XR	78271823	2853918	United States
EFEXOR	259345	444087	Uruguay
EFEXOR	1688/92	F168586	Venezuela
EFEXOR	25754	21903	Vietnam
EFEXOR	4-2020-14641		Vietnam
EFEXOR	312/93	312/93	Zambia
EFEXOR	670/93	670/93	Zimbabwe