

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eli Lilly and Company		07/21/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Cheplapharm Schweiz GmbH		
Street Address:	Huebweg 18		
City:	4102 Binningen		
State/Country:	SWITZERLAND		
Entity Type:	Private Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2072867	ZYPREXA	
Registration Number:	4154366	ZYPREXA RELPREVV	
CORRESPONDENCE DATA			
Fax Number:	2029042195		
<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>			
Phone:	(202) 903-2424		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	RONALD E. SHAPIRO		
Address Line 1:	1300 PENNSYLVANIA AVENUE NW SUITE 700		
Address Line 4:	WASHINGTON, D.C. 20004		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	09/08/2023		
Total Attachments: 21			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of July 24, 2023 (the “**Effective Date**”) is made by and between Eli Lilly and Company, an Indiana corporation, whose principal place of business is Lilly Corporate Center, Indianapolis, Indiana, USA 46285 (“**Assignor**”), and Cheplapharm Schweiz GmbH, a Swiss private limited liability company with its registered seat in Binningen, registered with the commercial register of Basel-Landschaft under CHE-430.657.661 (“**Assignee**”).

WITNESSETH:

WHEREAS, in connection with that certain Amended and Restated Asset Purchase Agreement, dated as of July 24, 2023, by and among Assignor, Eli Lilly Kinsale Limited, an Irish private limited company (“**Irish Seller**” and, together with Assignor, “**Seller**”), Assignee and, solely with respect to Section 11.16 of such agreement, Cheplapharm Arzneimittel GmbH, a German private limited liability company with its registered seat in Greifswald, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stralsund under HR B 5896 (as such agreement may be further amended from time to time, the “**Asset Purchase Agreement**”), Seller has agreed to transfer, or cause to be transferred, all of Assignor’s interests in and to the Trademark Rights as set forth in Appendix 1 to Assignee (the “**Trademarks**”), pursuant to the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, the execution and delivery of this Assignment by each Party is a condition precedent to the respective other Party’s obligation to consummate the closing of the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment in order to assign all of Assignor’s interest in the Trademarks to Assignee and for the purpose of filing by Assignee with the relevant authorities at the applicable Governmental Entities (each, a “**Relevant Authority**”) to evidence and record the assignment of the rights in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** Any capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby sells, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest in and to the Trademarks together with the goodwill associated with, and symbolized by, the Trademarks, and all rights to bring any action, whether at law or in equity, after the Effective Date, for infringement of the Trademarks against any Person and all rights to obtain or recover any damages, profits, injunctive

relief and other relief with respect thereto. Assignee hereby accepts sale, assignment and transfer of the aforesaid rights.

3. **Purpose.** This Assignment has been executed and delivered by Assignor to Assignee for the purpose of Assignee recording the applicable assignment herein with the applicable Relevant Authority at Assignee's cost. Assignor and Assignee hereby request and authorize the applicable Relevant Authority to record Assignee as the assignee and owner of the Trademarks. After the Effective Date, Assignee shall be solely responsible for the registration/recordal of the transfer of the Trademarks with the applicable Relevant Authority, for compliance with any deadlines for doing so and for the preparation and filing of all documents necessary for such registrations/recordals.

4. **No Effect on Agreement.** The Assignment herein has been made as a supplement to, and not in limitation of, and is subject to the Asset Purchase Agreement. The Asset Purchase Agreement and all rights and remedies of the parties thereunder shall remain in full force and effect in accordance with its terms.

5. **Amendment and Waivers.** This Assignment may be amended, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by or on behalf of the party waiving compliance. No failure or delay by any party hereto in exercising any right, power or privilege hereunder, and no course of dealing between the parties hereto, shall be effective to amend or waive any provision of this Assignment.

6. **Successors and Assigns.** Subject to Section 5 of this Assignment, this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. **Governing Law.** This Assignment, the negotiation, execution or performance of this Assignment and any Disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of New York, without reference to its conflicts of law principles that would refer the construction, validity, interpretation or enforceability of, or the resolution of any Dispute under, this Assignment to the substantive Laws of another jurisdiction. Each party hereto irrevocably and unconditionally agrees that any Proceeding against it arising out of or in connection with this Assignment or the transactions contemplated by this Assignment or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Southern District of New York, or, if such court does not have jurisdiction, the state courts of New York located in New York County, and hereby irrevocably and unconditionally accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam with respect to any such Proceeding and

waives to the fullest extent permitted by Law any objection that it may now or hereafter have that any such Proceeding has been brought in an inconvenient forum.

8. **Counterparts.** This Assignment may be executed in any number of counterparts (including electronically), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by electronic mail or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers duly authorized on the dates set forth below, to be effective as of the day and year first above written.

Signed for and on behalf of:

ELI LILLY AND COMPANY

Signature: Gilbert T. Voy

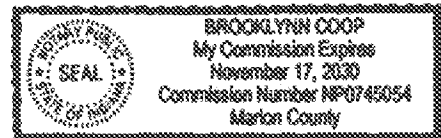
Name: Gilbert T. Voy

Title: Senior Vice President, Deputy
General Patent Counsel

Date: 21 - 07 - 2023
(dd-mm-yyyy)

On this 21 day of July, 2023, before me personally, Gilbert T. Voy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

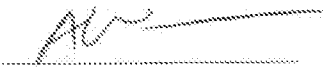
[Signature]
Notary Public



[Signature Page to Trademark Assignment Agreement]

Signed for and on behalf of:

CHEPLAPHARM SCHWEIZ GMBH

Signature: 

Name: Agnes Wasem

Title: Based on power of attorney

Date: 20.07.2023

On this 20th day of July, 2023, before me personally, Agnes Wasem, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity based on the power of attorney dated 18.07.2023 which was at hand in original to me, the undersigned notary public, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.


Notary Public



Prot. Nr. 2023/178

[Signature Page to Trademark Assignment Agreement]

Appendix 1
TRADEMARKS

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status

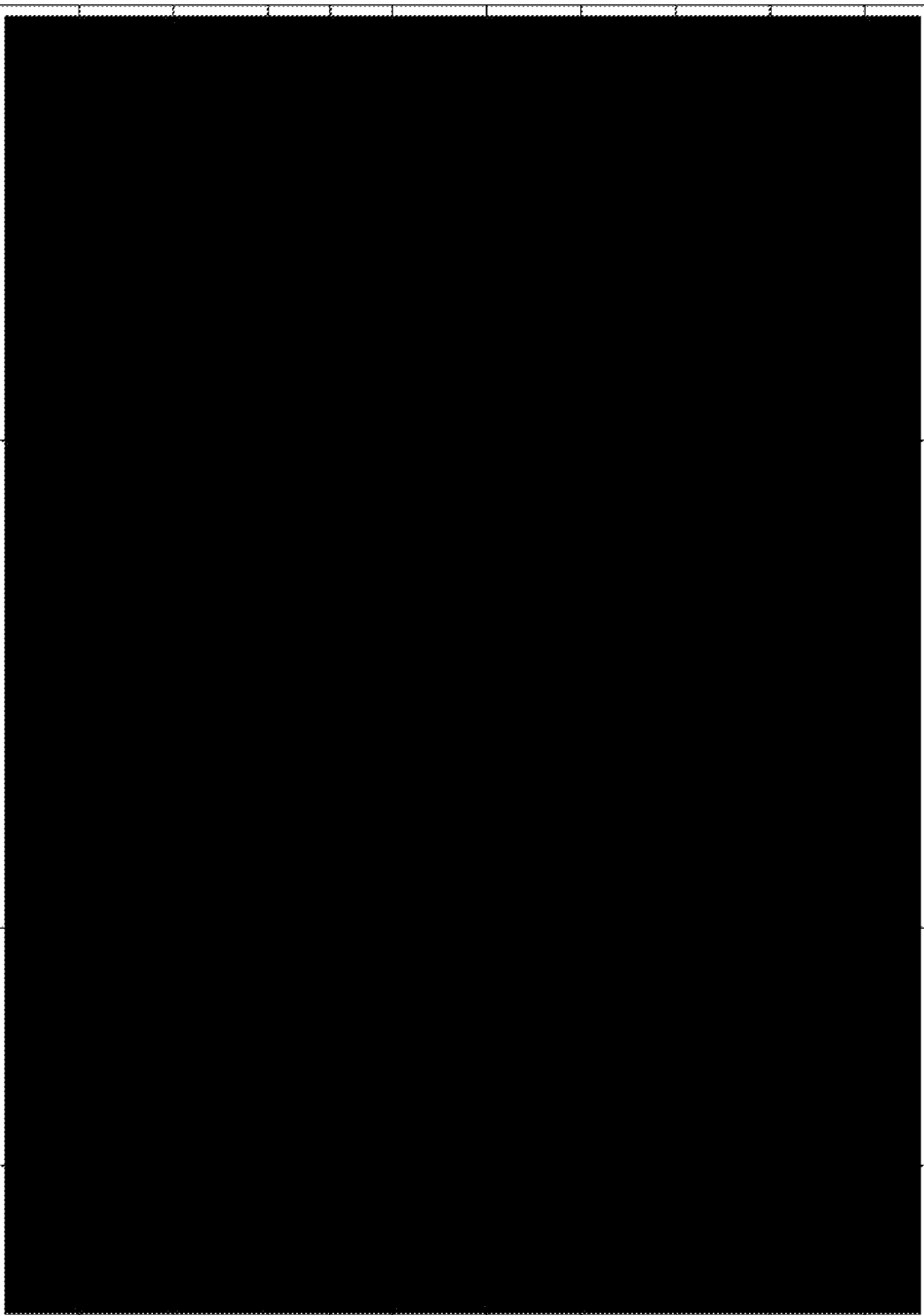
Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
United States of America	ZYPREXA	2072867	Registered

Country	Trademark	Reg. No.	Status
[REDACTED]			

Country	Trademark	Reg. No.	Status
			

Country	Trademark	Reg. No.	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
United States of America	ZYPPREXA RELPREVV	4154366	Registered
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	Trademark	Reg. No.	Status
[REDACTED]			