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Filing date: **09/02/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

|                        |  |
|------------------------|--|
| Proceeding             | 91205081   |
| Party                  | Plaintiff<br>Merck Sharp & Dohme B.V.  |
| Correspondence Address | MARIE A LAVALLEYE<br>COVINGTON & BURLING LLP<br>1201 PENNSYLVANIA AVENUE NW<br>WASHINGTON, DC 20004<br>UNITED STATES<br>trademarks@cov.com |
| Submission             | Reply in Support of Motion   |
| Filer's Name           | Marie A. Lavalleye   |
| Filer's e-mail         | trademarks@cov.com   |
| Signature              | /mariealavalleye/  |
| Date                   | 09/02/2014   |
| Attachments            | Reply in Support of Motion for Substitution of Aspen Global Incorporated as Opposer of Record.pdf(1045378 bytes )                          |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

MERCK SHARP & DOHME B.V.,

Opposer,

v.

DYNAMIC SPORTS NUTRITION, LLC,

Applicant.

Opposition Nos.

91205081 (parent)

91210254

(Consolidated Proceeding)

**REPLY IN SUPPORT OF MOTION FOR SUBSTITUTION OF ASPEN GLOBAL  
INCORPORATED AS OPPOSER OF RECORD IN OPP. NO. 91205081 (PARENT)**

Applicant advances two principal contentions in opposition to Opposer's Motion for Substitution of Aspen Global Incorporated ("Aspen") as Opposer of record in Opp. No. 91205081 (parent) in place of Merck Sharp & Dohme B.V. ("Merck") with respect to all claims relating to the DECA-DURABOLIN mark: (1) Aspen is not a new owner or transferee of rights to the original Opposer's mark; and (2) substitution of Aspen is untimely. Each is meritless.

**I. Aspen Should be Substituted As Opposer Of Record In Opp. No. 91205081 (Parent) Because Aspen Has Standing.**

In opposing Aspen's Motion for Substitution, Applicant essentially attempts to re-litigate Merck's right to bring this Opposition in the first instance, arguing that Merck does not have a property interest that would warrant substitution of Aspen as the Opposer.

The Board has already ruled on this issue and found that Merck had standing. In its December 27, 2012 Order, the Board recognized Merck's right to bring this Opposition proceeding, finding that Merck's ownership of DECA-DURABOLIN foreign trademark

registrations were sufficient to demonstrate that it had a “real interest” in the proceeding—thereby satisfying the requirement for standing. *See MSD Oss B.V. v. Dynamic Sports Nutrition, LLC*, Opp. No. 91205081 (T.T.A.B. Dec. 27, 2012) (order resuming proceedings).

Effective December 31, 2013, Aspen acquired from Merck all rights, title, and interest worldwide in and to the DECA-DURABOLIN business and mark, with the exception of a few foreign countries. *See* Exhibit A (revised Declaration of S. Furqan Ahmed)<sup>1</sup> and Exhibit B (a redacted copy of the Deed of Transfer of Trademarks). Accordingly, Aspen now holds rights, title and interest to virtually all of the very same DECA-DURABOLIN foreign trademark registrations that the Board found gave rise to a real interest sufficient to confer standing to Merck. Thus, contrary to Applicant’s claims, Merck’s transfer to Aspen of its property interests in and to its DECA-DURABOLIN foreign trademark registrations renders Aspen a new owner or transferee of rights that form the basis for standing in this proceeding, thus making substitution proper.

**II. Aspen Should Be Substituted As Opposer Of Record In Opp. No. 91205081 (Parent) Because Substitution is Proper and Not Untimely.**

Applicant further contends that substitution of Aspen is untimely because Aspen failed to oppose Applicant’s DECA-DURABOLIN application within the opposition period. But, contrary to Applicant’s claim, the TTAB has recognized that substitution “does not amount to allowing [the transferee] to file an untimely notice of opposition. Rather . . . the transferee[ ] stands in the shoes of . . . the transferor.” *Sdt, Inc. v. Patterson Dental*, 30 U.S.P.Q.2d 1707 (T.T.A.B. 1994), citing *Huffy Corp. v. Geoffrey, Inc.*, 18 U.S.P.Q.2d 1034 (T.T.A.B. 1988).

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<sup>1</sup> The Declaration of S. Furqan Ahmed, submitted herewith, was revised to incorporate new information received as part of the process of preparing this reply indicating that rights in the DECA DURABOLIN mark were retained by Merck in a few foreign countries and to clarify the corporate transactions through which Merck ultimately acquired the DURABOLIN and DECA DURABOLIN businesses.

In any event, substitution or joinder is proper because Aspen acquired virtually all rights, title, and interest worldwide in and to the DECA-DURABOLIN business and mark as of December 31, 2013. “[T]he right to go forward with an opposition may be transferred when the opposer, or its pleaded mark and the goodwill associated therewith, has been acquired by another party.” *Sdt, Inc.*, 30 U.S.P.Q. 2d 1707 (T.T.A.B. 1994).

\* \* \*

In the event that the Board finds that joinder, rather than substitution, is appropriate at this stage of the proceedings, Aspen respectfully requests that Aspen be joined as an additional Opposer. To the extent that a fee is necessary, we hereby authorize the Board to debit Covington & Burling LLP’s deposit account no. 03-3412, as appropriate.

\* \* \*

In light of the foregoing, the TTAB should grant Aspen’s motion and substitute Aspen in place of Merck as Opposer of record with respect to Opp. No. 91205081 (parent). Alternatively, if it is deemed more appropriate, Aspen requests that it be joined as an additional opposer to Opp. No. 91205081 (parent).

September 2, 2014

Respectfully submitted,

By: 

Marie A. Lavalleye  
Ronald G. Dove, Jr.  
Bingham B. Leverich  
Patrick Phelan  
Katherine R.H. Gasztonyi  
COVINGTON & BURLING LLP  
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Washington, D.C. 20004-2401

Attorneys for Aspen Global Incorporated

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

MERCK SHARP & DOHME B.V.,

Opposer,

v.

DYNAMIC SPORTS NUTRITION, LLC,

Applicant.

Opposition Nos.

91205081 (parent)

91210254

(Consolidated Proceeding)

**CERTIFICATE OF SERVICE**

This is to certify that, on September 2, 2014, I served counsel of record for Applicant Dynamic Sports Nutrition, LLC with the foregoing Reply in Support of Motion For Substitution Of Aspen Global Incorporated As Opposer Of Record in Opp. No. 91205081 (parent) in this Consolidated Proceeding, by depositing a copy of the same in the United States mail, marked first-class, postage prepaid and properly addressed as follows:

JOHN S. EGBERT  
MICHAEL SWARTZ  
KEVIN WILSON  
EGBERT LAW OFFICES PLLC  
1314 TEXAS AVENUE, 21ST FLOOR  
HOUSTON, TX 77002-1897  
UNITED STATES  
mail@egbertlawoffices.com

  
Marie A. Lavalleye

# EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ASPEN GLOBAL, INC., as successor in  
interest to MERCK SHARP & DOHME  
B.V.,

Opposer,

v.

DYNAMIC SPORTS NUTRITION, LLC,

Applicant.

Opposition Nos.

91205081 (parent)

91210254

(Consolidated Proceeding)

**REVISED DECLARATION OF S. FURQAN AHMED IN SUPPORT OF MOTION FOR  
SUBSTITUTION OF ASPEN GLOBAL INCORPORATED AS OPPOSER OF RECORD  
IN OPPOSITION NO. 91205081 (PARENT)**

I, S. Furqan Ahmed declare as follows:

1. I am the Associate Director, Business Development for Merck & Co., Inc., the ultimate parent of Merck Sharp & Dohme B.V. (“Merck”), a position I have held since May 20, 2014. I am familiar with the facts set forth in this declaration and could, if called as a witness, testify competently with regard to them.

2. I make this declaration in support of Aspen’s Motion for Substitution of Aspen Global Incorporated as Opposer of Record in Opp. No. 91205081 (parent) in this Consolidated Proceeding.

3. On information and belief, N.V. Organon, a Netherlands company, or one of its related companies (collectively, “Organon”), owned or controlled the DURABOLIN and DECA-DURABOLIN businesses from the businesses’ inception through November 2007. In November 2007, Schering-Plough Corporation (“Schering-Plough”) acquired the businesses


when it acquired Organon and, then in November 2009, through a series of mergers, Merck & Co., Inc., the ultimate parent of Merck and its predecessors in interest, acquired the businesses when it acquired Schering Plough.

4. Merck, through a series of corporate restructurings, acquired as of January 2, 2013, all rights, worldwide, in and to the DURABOLIN and DECA-DURABOLIN businesses, including all marks associated therewith.

5. On October 30, 2013, Aspen Global Incorporated (“Aspen”) and Organon (Ireland) Limited. (“Organon Ireland”) entered into an Asset Purchase Agreement (the “Agreement”), pursuant to which Aspen agreed to purchase and Organon Ireland agreed to cause Merck to sell to Aspen, all of their rights, title, and interest worldwide in and to the DECA-DURABOLIN mark, except for the rights in a few foreign countries. The Agreement was to, and did, become effective as of the “Completion Date” of December 31, 2013.

6. On December 31, 2013, Aspen acquired all such rights, title, and interest from Merck. Aspen, Merck and other companies related to Merck executed a Deed of Transfer of Trademarks, dated December 31, 2013, wherein Merck and other companies related to Merck sold, transferred and assigned to Aspen, and Aspen accepted such sale, transfer and assignment of, virtually all of their rights, title and interest in the DECA-DURABOLIN mark, together with all goodwill attaching to, symbolized by and associated with, and any and all common law rights and/or rights of action, remedies, powers and benefits relating to the DECA-DURABOLIN mark.

Date: August 29, 2014

  
\_\_\_\_\_  
S. Furqan Ahmed, Associate Director,  
Business Development



# EXHIBIT B

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**DEED OF TRANSFER OF TRADEMARKS**

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31 December 2013

- (1) **MERCK SHARP & DOHME B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, with corporate seat in Haarlem, the Netherlands, and having its address at Waarderweg 39, 2031 BN Haarlem, the Netherlands (**MSD**);
- (2) **MERCK SHARP & DOHME CORP.**, (formerly known as Schering Corporation) incorporated under the laws of New Jersey, having its address at One Merck Drive, Whitehouse Station, New Jersey, 08889-0100, United States;
- (3) **MSD INTERNATIONAL HOLDINGS GMBH**, (formerly known as Schering-Plough Ltd.) incorporated under the laws of Switzerland, having its address at Weyrstrasse 20, CH-6000 Lucerne 6, Switzerland;
- (4) **MERCK SHARP & DOHME, LDA**, incorporated under the laws of Portugal, having its address at Quinta da Fonte, Edificio Vasco da Gama, 19, Porto Salvo, Paco D'Arcas, Portugal 2770-192;  
Parties (1) until (4) hereinafter together referred to as "**Assignors**";
- (5) **ASPEN GLOBAL INCORPORATED**, a company incorporated under the laws of Mauritius, whose head office is at GPS Plaza, Cnr La Salette and Royal Roads, Grand Bay, Mauritius (**Aspen**):

**RECITALS**

- (A) MSD and certain members of its Group are, inter alia, engaged in the manufacturing of active pharmaceutical ingredients and finished pharmaceutical products and the marketing and contract manufacturing thereof;
- (B) Since 2012, MSD and certain members of its Group and Aspen and certain members of its Group have discussed the principle terms and conditions relating to the sale and transfer of the Transaction Assets, Redacted  
Redacted
- (C) Redacted
- (D)
- (E)

Redacted

(F)

(G) In the Asset Purchase Agreement under Section 6.2.1(b) it is agreed that the Intellectual Property related to the Products as described in Schedule 2.2.1(B) are to be transferred to Aspen by separate agreement. Pursuant to this deed of transfer of trademarks (the **Agreement**) the trademarks listed in Annex A to this Agreement (the **Trademarks**) will be transferred to Aspen.

NOW THEREFORE, IT IS AGREED as follows:

**1 Definitions**

Capitalised words and expressions used but not defined in this Agreement including its recitals shall have the same meaning as defined in the Asset Purchase Agreement.

**2 Transfer**

2.1 As of the Completion Date, Assignors hereby sell, transfer and assign to Aspen or its designated Affiliate (together, **the Assignee**), and Assignee accepts such sale, transfer and assignment, any and all rights, title and interest in the Trademarks, and any goodwill attaching to, symbolized by and associated with the Trademarks together with any and all common law rights and/or rights of action, remedies, powers and benefits relating to the Trademarks, in the applicable country.

2.2 This assignment includes the right to sue and recover damages for past and future infringements of Assignor's right in the Trademarks and to bring any proceeding in the national trademark offices or any equivalent agency in any country for cancellation or opposition or other proceeding in connection with said Trademarks.

2.3 Any and all costs directly arising from the transfer to Assignee of the Trademarks, including the costs of registration with the relevant office(s) for the registration of the Trademarks, will be for the account of Assignee.

2.4 At the request of Assignee, Assignors and where necessary their Affiliates, shall execute and deliver such further instruments of assignment, assumption, conveyance and transfer and shall take such other actions as may reasonably be required to convey and deliver more effectively to the Assignee the Trademarks to be transferred at Completion or to confirm and perfect the Assignee's title to the Trademarks to be transferred at Completion, and otherwise to accomplish the orderly transfer of ownership of the Trademarks to the Assignee to be transferred at Completion as contemplated by this Agreement. For that purpose, this Agreement or extracts thereof may be registered with the relevant office(s) for the registration of the Trademarks.

2.5 In the event that any part of any of the Trademarks is not fully transferred pursuant to this Agreement or if additional requirements are necessary to effect such transfer, Assignors hereby grant to Assignee, and Assignee hereby accepts, the unlimited, worldwide, perpetual, royalty-free exclusive license to use and exploit such Trademarks as of the Completion Date until any and all such additional requirements for full transfer and assignment have been executed and effectuated

or until such time as the Assignee may reasonably refile for any of the Trademarks if it is not possible to effectuate the transfer and assignment through no fault of either party.

- 2.6 If in any country the execution of a confirmatory assignment or other such document in respect of the Trademarks would be ineffective or invalid by reason of the transfer effected by this Agreement, then this Agreement shall be deemed to be an agreement to assign, and not an assignment of the Trademarks in that country.

### **3 Purchase Price**

- 3.1 The price for the purchase of the Trademarks is included in the Purchase Price as defined in the Asset Purchase Agreement.

### **4 Asset Purchase Agreement and Marketing Authorizations**

- 4.1 This Agreement is in its entirety connected to the Asset Purchase Agreement so that if for any reason the Asset Purchase Agreement were to be declared void or null, the present Agreement would automatically be declared void or null.

- 4.2 Assignee shall not register any Trademark transfer pursuant to Clause 2 in the relevant trademark register of any specific country, prior to having verified whether the relevant Marketing Authorization in such country in the Divested Territory existed or was valid on the APA Completion Date as referred to in Schedule 3.4 of the Asset Purchase Agreement.

- 4.3 If the situation stipulated in Schedule 3.4 section 11 of the Asset Purchase Agreement arises with respect to any specific Marketing Authorization and such Marketing Authorization is thus excluded from the Product Divestiture Assets, this shall automatically have the following consequences regarding any Trademark(s) related to the Product(s) involved in such Marketing Authorization in the relevant country/countries:

- 4.3.1 The respective Trademark(s) is/are herewith now for any future situation as described in Clause 4.1, transferred and assigned back from Assignee to Assignors, which assignment and transfer is herewith accepted by Assignors, all in the applicable country;

- 4.3.2 Assignee hereby gives an irrevocable power of attorney to the Assignors (with the right of substitution) to make, do or execute all documents, acts, matters or writings which the Assignors deem necessary or desirable to give full effect to the transfer and assignment of the Trademark(s) meant in Clause 4.3.1. For that purpose, this Agreement or extracts thereof may be registered with the relevant office(s) for the registration of the transfer of such Trademark(s). The Assignee shall, insofar as necessary, fully co-operate to effect the transfer of the respective Trademark(s);

- 4.3.3 If Assignors at their sole discretion on a case-to-case basis have no interest in transferring and assigning a specific Trademark as meant in Clause 4.3.1 back to Assignors, Assignors will offer such Trademark to Assignee and Parties will then negotiate a purchase price for such Trademark. If Parties cannot agree on a purchase price, Assignors may sell the Trademark to a third party, in which case Assignee shall fully co-operate with transferring and assigning the Trademark to such third party. In any case, if the Trademark is not sold to Assignee pursuant to this clause 4.3.3, Assignee shall no longer be entitled to use the Trademark in any way whatsoever, shall not renew the Trademark registration and shall not be allowed to use the Trademark (or any identical or similar mark) in the relevant country after the Trademark has lapsed.

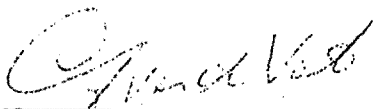
**5 Miscellaneous**

- 5.1 Any communication in connection with this Agreement shall be in writing and unless otherwise stated, may be given in person, by email or post at the addresses stated above. Notice is deemed given upon receipt or refusal thereof.
- 5.2 This Agreement may be signed in counterparts.
- 5.3 This Agreement is governed by Dutch law.
- 5.4 Any dispute arising out of or in connection with this Agreement, including regarding the existence, validity or termination of this Agreement (a **Dispute**) shall be referred to and finally and exclusively resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The seat of the arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall consist of three arbitrators.
- 5.4.1 The arbitral tribunal shall decide in accordance with the rules of law (*naar de regelen des rechts*) and not in accordance with equitable rules. The agreement to arbitrate set forth in clause 5.4 is governed by the Laws of The Netherlands. For the avoidance of doubt, the arbitrators shall have the power to order specific performance of any obligations created by or embodied in this Agreement, in addition to any other remedies and damages that are available to the Parties.
- 5.4.2 The language of the arbitration shall be English. The Parties agree to keep any Dispute and the existence and content of any arbitral proceedings strictly confidential, and shall not cause or permit any publication of the arbitral award or other decision of the arbitral tribunal. Should an arbitral award be annulled, the Parties agree to re-submit their Dispute to arbitration in accordance with the provisions of this clause 5.4.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

*(signature page follows)*

MERCK SHARP & DOHME B.V.



Name: A.M. van der Vat  
Title: Managing Director

Address: Waarderweg 39, 2031 BN Haarlem  
Attention: A.M. van der Vat  
Tel: +31 23 515 3153  
Fax: +31 23 514 8003  
Email: [info@msd.nl](mailto:info@msd.nl)

**MERCK SHARP & DOHME CORP.**



Name: Mark McDonough

Title: Sr. Vice President & Treasurer

Address: WS3F-50, One Merck Drive, Whitehouse Station, NJ 08889

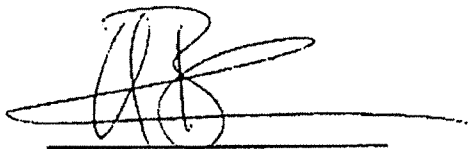
Attention: Mark McDonough

Tel: (908) 423-6960

Fax: (908) 735-1298

Email: mark\_mcdonough@merck.com

**MSD INTERNATIONAL HOLDINGS GMBH**

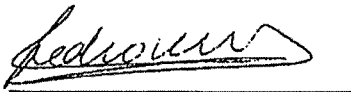
A handwritten signature in black ink, consisting of stylized initials 'CB' followed by a long horizontal line extending to the right.

Name: Christoph Brombacher  
Title: Director

Address: Weyrstrasse 20, 6000 Lucerne 6, Switzerland  
Attention: Christoph Brombacher  
Tel: + 41 58 618 16 16  
Fax: + 41 58 618 16 26  
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MERCK SHARP & DOHME, LDA



Name: Pedro Viegas e Costa  
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Address: MSD Portugal, Quinta da Fonte, 19 Edifício Vasco da Gama,  
2770-192 Paço de Arcos PORTUGAL

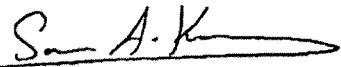
Attention: Pedro Viegas e Costa

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Email: [pedro\\_costa@merck.com](mailto:pedro_costa@merck.com)

**ASPEN GLOBAL INCORPORATED**



By: Samer Kassem  
Title: Chief Executive Officer

Address: GBS Plaza, Cnr La Salette & Royal Road, Grand Bay, Mauritius  
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Tel: +230 269 1111  
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E-mail: [Skassem@aspengl.com](mailto:Skassem@aspengl.com)

**ANNEX A – TRADEMARKS**

| Marriage                   | Country                   | Client/Division            | Status     | Current Owner            | Appl. Number    | Appl. Date | Reg. Number  | Reg. Date  | Renewal Date |
|----------------------------|---------------------------|----------------------------|------------|--------------------------|-----------------|------------|--------------|------------|--------------|
| DECA-DURABOLIN             | Albania                   | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | 693884          | 10-06-2003 | 693884       | 10-06-2003 | 05-15-2018   |
| DECA-DURABOLIN             | Algeria                   | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | 53500           | 12-24-1966 | 53500        | 12-24-1966 | 12-24-2016   |
| DECA-DURABOLIN             | Argentina                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 2663989         | 03-03-1965 | 2123298      | 03-03-1965 | 10-27-2016   |
| DECA-DURABOLIN             | Aruba                     | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | IM2007062119    | 06-21-2007 | 26684        | 09-10-2007 | 06-20-2017   |
| DECA-DURABOLIN             | Australia                 | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | 348134          | 07-07-1980 | 348134       | 01-04-1984 | 07-07-2021   |
| DECA-DURABOLIN             | Austria                   | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN             | Barbados                  | Women's Health & Endocrine | Registered | Merck Sharp & Dohme B.V. | 8117456         | 10-16-2002 | 8117456      | 07-21-2003 | 07-21-2013   |
| DECA-DURABOLIN             | Belarus                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 19865           | 02-03-1970 | 19865        | 04-21-1972 | 03-29-2020   |
| DECA-DURABOLIN             | Brazil                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 4096479         | 07-02-1964 | 4096479      | 03-19-1971 | 03-19-2021   |
| CA-DURABOLIN - Roman & Cy  | Bulgaria                  | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 56045           | 08-16-2001 | 43878        | 01-31-2003 | 08-16-2011   |
| DECA-DURABOLIN             | Canada                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 288728          | 04-10-1962 | 129572       | 01-18-1963 | 01-18-2023   |
| DECA-DURABOLIN             | Chile                     | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 784412          | 08-05-1976 | 483461       | 06-30-1977 | 09-22-2017   |
| DECA-DURABOLIN             | Colombia                  | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 125735          | 07-22-1988 | 125735       | 04-12-1989 | 04-12-2014   |
| DECA-DURABOLIN             | Colombia                  | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 72570           | 09-25-2000 | 237320       | 06-07-2001 | 06-07-2021   |
| DECA-DURABOLIN             | Costa Rica                | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 23405           | 07-20-1960 | 23405        | 10-11-1960 | 10-11-2020   |
| DECA-DURABOLIN             | Costa Rica                | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 2002-0005908    | 08-28-2002 | 137986       | 03-26-2003 | 03-26-2013   |
| DECA-DURABOLIN             | Cyprus                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 693884          | 06-21-2006 | 693884       | 06-21-2006 | 05-15-2018   |
| DECA-DURABOLIN             | Czech Republic            | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 05-21-1963 | 231160       | 05-21-1963 | 04-29-2020   |
| DECA-DURABOLIN             | Dominican Republic        | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 51989           | 10-07-1961 | 51989        | 12-16-1981 | 12-16-2011   |
| DECA-DURABOLIN             | Ecuador                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 56477           | 05-09-1995 | 962711       | 11-15-1996 | 11-15-2016   |
| DECA-DURABOLIN             | Finland                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 1197503206      | 08-04-1975 | 72635        | 04-08-1980 | 04-08-2020   |
| DECA-DURABOLIN             | Great Britain             | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 1139726         | 09-03-1980 | 1139726      | 05-09-1985 | 09-03-2021   |
| DECA-DURABOLIN             | Germany                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 1004612         | 02-21-1977 | 1004612      | 07-14-1980 | 02-28-2007   |
| DECA-DURABOLIN             | Greece                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 25555           | 05-03-1960 | 25555        | 04-17-1961 | 05-03-2020   |
| DECA-DURABOLIN             | Guatemala                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 56232           | 04-30-1967 | 56232        | 09-13-1988 | 09-12-2018   |
| DECA-DURABOLIN             | Hong Kong                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 6922333         | 08-09-1984 | 852333       | 01-07-1985 | 08-08-2015   |
| DECA-DURABOLIN             | Indonesia                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | D00 2006 020978 | 06-30-2006 | IDM000152237 | 01-07-2008 | 06-29-2016   |
| DECA-DURABOLIN             | Iraq                      | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 22585           | 10-23-1976 | 22585        | 05-14-1978 | 10-23-2006   |
| DECA-DURABOLIN             | Ireland                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 90088           | 10-19-1976 | 90088        | 06-02-1980 | 10-18-2007   |
| DECA-DURABOLIN             | Israel                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 128700          | 06-24-1999 | 128700       | 07-08-2000 | 06-23-2020   |
| DECA-DURABOLIN             | International Registratio | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN             | International Registratio | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 693884          | 05-15-1998 | 693884       | 05-15-1998 | 05-15-2018   |
| DECA-DURABOLIN             | Italy                     | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN             | Jamaica                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 42872           | 08-28-2002 | 42872        | 06-15-2004 | 08-28-2022   |
| A-DURABOLIN - Roman & Kate | Japan                     | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 007410688       | 02-06-1968 | 1959188      | 06-16-1987 | 06-16-2017   |
| DECA-DURABOLIN             | Jordan                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 83252           | 12-11-2005 | 83252        | 10-06-2006 | 12-11-2015   |
| DECA-DURABOLIN             | Kenya                     | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 43150           | 09-28-1995 | 43150        | 06-05-1997 | 09-28-2012   |
| DECA-DURABOLIN             | Korea South               | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 188829          | 07-11-1988 | 188829       | 02-15-1990 | 02-14-2020   |
| DECA-DURABOLIN             | Kuwait                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 54786           | 05-12-2002 | 46057        | 09-28-2005 | 05-11-2012   |
| DECA-DURABOLIN             | Lebanon                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 81380           | 10-18-1989 | 81380        | 10-19-1989 | 10-19-2014   |
| DECA-DURABOLIN             | Macedonia                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 693884          | 05-15-1998 | 693884       | 05-15-1998 | 05-15-2018   |
| DECA-DURABOLIN             | Malaya                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 73.173          | 10-18-1976 | M/73173      | 06-18-2002 | 10-18-2013   |
| DECA-DURABOLIN             | Malaysia                  | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 06014912        | 08-22-2005 | 06014912     | 10-21-2008 | 08-22-2016   |
| DECA-DURABOLIN             | Mexico                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 204749          | 08-27-1976 | 204749       | 07-29-1977 | 09-27-2021   |
| DECA-DURABOLIN             | Monaco                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN             | Myanmar                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 965583          | 11-27-1996 | 965583       | 11-27-1996 | 02-05-2012   |
| DECA-DURABOLIN             | New Zealand               | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 316594          | 09-20-1999 | 316594       | 03-23-2000 | 09-20-2016   |
| DECA-DURABOLIN             | Nicaragua                 | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 12062           | 07-26-1980 | 12062        | 12-01-1980 | 07-23-2017   |
| DECA-DURABOLIN             | Norway                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 129600          | 04-10-1986 | 129600       | 07-23-1987 | 07-23-2017   |
| DECA-DURABOLIN             | Oman                      | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 38730           | 01-21-2006 | 38730        | 05-22-2007 | 01-21-2016   |
| DECA-DURABOLIN             | Panama                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 123183 01       | 09-23-2002 | 123183 01    | 09-21-2003 | 09-23-2022   |
| DECA-DURABOLIN             | Peru                      | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 8392            | 09-29-1976 | 8392         | 07-11-1977 | 05-27-2022   |
| DECA-DURABOLIN             | Poland                    | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 45381           | 11-06-1965 | 45381        | 02-03-1966 | 11-06-2015   |
| DECA-DURABOLIN             | Portugal                  | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN             | Qatar                     | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 38231           | 01-15-2006 | 38231        | 11-20-2007 | 01-15-2016   |
| DECA-DURABOLIN             | Romania                   | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 231160          | 04-29-1960 | 231160       | 04-29-1960 | 04-29-2020   |
| DECA-DURABOLIN - Cynlic    | Russian Federation        | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 99708715        | 05-21-1998 | 188292       | 05-11-2000 | 05-21-2018   |
| DECA-DURABOLIN             | South Africa              | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | 764648          | 09-07-1976 | 764648       | 01-13-1978 | 09-07-2016   |
| DECA-DURABOLIN             | El Salvador               | Legacy Organon             | Registered | Merck Sharp & Dohme B.V. | E-28977-2002    | 09-03-2002 | 82-4         | 11-14-2003 | 11-14-2013   |

|                          |                       |                |            |                          |           |            |          |            |            |
|--------------------------|-----------------------|----------------|------------|--------------------------|-----------|------------|----------|------------|------------|
| DECA-DURABOLIN           | Saudi Arabia          | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 7025      | 12-15-1976 | 7025     | 07-21-1979 | 09-25-2015 |
| DECA-DURABOLIN           | Switzerland           | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 04-29-1960 | 231160   | 04-29-1960 | 04-29-2020 |
| DECA-DURABOLIN           | Serbia                | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 04-29-1960 | 231160   | 04-29-1960 | 04-29-2020 |
| DECA-DURABOLIN           | Serbia                | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 693884    | 03-12-2010 | 693884   | 03-12-2010 | 05-15-2018 |
| DECA-DURABOLIN           | Singapore             | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 693884    | 07-26-2005 | 693884   | 07-26-2005 | 05-15-2018 |
| DECA-DURABOLIN           | Slovak Republic       | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 05-21-1993 | 231160   | 05-21-1993 | 04-29-2020 |
| DECA-DURABOLIN           | Spain                 | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 04-29-1960 | 231160   | 04-29-1960 | 04-29-2020 |
| DECA-DURABOLIN           | Suriname              | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 18459     | 10-30-2002 | 18459    | 10-30-2002 | 10-30-2012 |
| DECA-DURABOLIN           | Sweden                | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 200601836 | 02-28-2006 | 382375   | 07-28-2006 | 07-28-2016 |
| DECA-DURABOLIN           | Taiwan                | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 64530     | 02-01-1973 | 64530    | 08-01-1973 | 07-31-2013 |
| DECA-DURABOLIN - Chinese | Taiwan                | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 82043527  | 09-03-1993 | 645238   | 06-18-1994 | 06-15-2014 |
| DECA-DURABOLIN           | Thailand              | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 313106    | 09-20-1976 | KOR49333 | 01-28-1978 | 09-19-2016 |
| DECA-DURABOLIN           | Thailand              | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 33314     | 09-11-2002 | 33314    | 09-01-2004 | 09-09-2022 |
| DECA-DURABOLIN           | Trinidad              | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 12446     | 09-03-1995 | 10611    | 06-15-1997 | 09-03-2015 |
| DECA-DURABOLIN           | United Arab Emirates  | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 265701    | 10-04-1993 | 356919   | 11-23-1994 | 11-23-2014 |
| DECA-DURABOLIN           | Uruguay               | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 90217     | 10-15-1976 | 90217    | 03-27-1979 | 03-27-2014 |
| DECA-DURABOLIN           | Venezuela             | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 09-24-1991 | 231160   | 09-24-1991 | 04-29-2020 |
| DECA-DURABOLIN           | Vietnam               | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 693884    | 03-18-2001 | 693884   | 03-18-2001 | 05-15-2018 |
| DECA-DURABOLIN           | Vietnam               | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | D-200817  | 10-09-2002 | 09167    | 02-26-2003 | 10-09-2012 |
| DECA-DURABOLIN           | Curacao               | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 37867     | 07-30-2010 | KH35681  | 11-11-2010 | 07-30-2020 |
| DECA-DURABOLIN           | Cambodia              | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 231160    | 04-29-1960 | 231160   | 04-29-1960 | 04-29-2020 |
| DECA-DURABOLIN           | Montenegro            | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 693884    | 03-12-2010 | 693884   | 03-12-2010 | 05-15-2018 |
| DECA-DURABOLIN           | Montenegro            | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | 441       | 02-18-2011 | 441      | 02-18-2011 | 02-18-2022 |
| DECA-DURABOLIN           | Caribbean Netherlands | Legacy Organon | Registered | Merck Sharp & Dohme B.V. | D-200817  | 10-09-2002 | 09167    | 02-26-2003 | 10-09-2012 |
| DECA-DURABOLIN           | Sint Maarten          | Legacy Organon | Registered | Merck Sharp & Dohme B.V. |           |            |          |            |            |