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CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities Offered	Of
2.250% Notes due 2016	$ 8
3.875% Notes due 2021	$1,1
Total	$2,0

(1) The filing fee of $142,600 is calculated in accordance with Rule 457(r) of the Securities Act of 1933.

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Prospectus Supplement
(To Prospectus dated December 18, 2009)

$2,000,000,000

Merck & Co., Inc.

$850,000,000 2.250% Notes due 2016
$1,150,000,000 3.875% Notes due 2021

We are offering $850,000,000 aggregate principal amount of our 2.250% Notes due 2016 (the "2016 notes") and $1,150,000,000 3.875% Notes due 2021 (the "2021 notes"). We refer to the 2016 notes and the 2021 notes collectively as the "notes."

Interest on the notes is payable on January 15 and July 15 of each year, beginning on July 15, 2011. The 2016 notes will mature o notes will mature on January 15, 2021. We may redeem some or all of the notes of either series at any time at the applicable redemption supplement under the caption "Description of the Notes—Optional Redemption."

Investing in the notes involves risks. See "Risk Factors" beginning on page S-2 of this prospectus supp documents incorporated by reference in this prospectus supplement and the accompanying prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these secur prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Public Offering Price	Underwriting Discount
Per 2016 note	99.759%	0.350%
Total	$847,951,500	$2,975,000
Per 2021 note	99.698%	0.450%
Total	$1,146,527,000	$5,175,000

Interest on the notes will accrue from December 10, 2010. The notes will not be listed on any securities exchange. Currently, there notes.

Prospectus Supplement

We expect that delivery of the notes will be made to investors in book-entry form only through the facilities of The Depository Tr
including Clearstream Banking, *société anonyme* and Euroclear Bank S.A./N.V., on or about December 10, 2010.

Joint Book-Running Managers

BofA Merrill Lynch

Citi

Co-Managers

BNP PARIBAS **Credit Suisse** **Goldman, Sachs & Co.**

HSBC **RBS**

The Williams Capital Group, L.P.

December 7, 2010

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We have not, and the underwriters have not, authorized anyone to provide you with any information other than that conta reference in this prospectus supplement, any related free writing prospectus prepared by us or the accompanying prospectus. W can provide no assurance as to the reliability of any other information that others may give you. If the information varies betwee the accompanying prospectus, the information in this prospectus supplement supersedes the information in the accompanying pr offer of these securities in any jurisdiction where the offer or sale is not permitted. Neither the delivery of this prospectus supple prospectus or the accompanying prospectus, nor any sale made hereunder and thereunder, shall under any circumstances create been no change in our affairs since the date of this prospectus supplement, any related free writing prospectus or the accompany time of delivery of such document or any sale of the securities offered hereby or thereby, or that the information contained or inc therein is correct as of any time subsequent to the date of such information. Generally, references to the "prospectus" in this pro accompanying prospectus mean both this prospectus supplement and the accompanying prospectus combined.

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Prospectus Supplement

Prospectus

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MERCK

We are a global health care company that delivers innovative health solutions through our medicines, vaccines, biologic therapies, products, which we market directly and through our joint ventures. Our operations are principally managed on a products basis and are c segment, which is the pharmaceutical segment. The pharmaceutical segment includes human health pharmaceutical and vaccine products through joint ventures. Human health pharmaceutical products consist of therapeutic and preventive agents, sold by prescription, for the t sell these human health pharmaceutical products primarily to drug wholesalers and retailers, hospitals, government agencies and manage health maintenance organizations, pharmacy benefit managers and other institutions. Vaccine products consist of preventative pediatric, primarily administered at physician offices. We sell these human health vaccines primarily to physicians, wholesalers, physician distribu also have animal health operations that discover, develop, manufacture and market animal health products, including vaccines. Additiona operations that develop, manufacture and market over-the-counter, foot care and sun care products, which are sold through wholesale and merchandiser outlets in the United States and Canada.

Our address is One Merck Drive, Whitehouse Station, New Jersey 08889-0100, and our telephone number is (908) 423-1000. Our *www.merck.com*. Information on our web site is not incorporated into this prospectus supplement or the accompanying prospectus by ref considered a part of this prospectus supplement or the accompanying prospectus.

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RISK FACTORS

Before acquiring any of the notes, you should carefully consider the following risk factors and the risk factors and assumptions re described in our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q and any subsequent Current Report on reference herein, and all other information contained or incorporated by reference into this prospectus supplement and the accompanyi any one or more of the foregoing or following risks could materially adversely affect your investment in the notes or our business and op

The notes are obligations exclusively of Merck and not of our subsidiaries, and payment to holders of the notes will be stru liabilities of our subsidiaries.

The notes are not guaranteed by any of our subsidiaries and therefore the notes will be structurally subordinated to all existing and indebtedness and other liabilities of our subsidiaries. The indebtedness of our subsidiaries totaled $8.7 billion as of September 30, 2010. 2010, certain of our subsidiaries also guaranteed $7.8 billion of our existing indebtedness ($0.7 billion of which matured on October 1, 2 notes will be structurally subordinated to guarantees by our subsidiaries of our indebtedness. We also guarantee indebtedness of our subs Corp. (“Old Merck”), including $8.5 billion aggregate principal amount of its outstanding debt securities. Therefore the notes will be stru Merck’s obligations with respect to those debt securities, and our guarantee of those debt securities will rank pari passu with the notes. T indenture do not preclude our subsidiaries from incurring debt or other liabilities or providing guarantees that will be structurally senior t

The notes are our unsecured obligations and will be effectively junior to secured indebtedness that we may issue.

The notes will be unsecured obligations. Holders of any secured debt that we may issue may foreclose on the assets securing such the foreclosed property available for payment of unsecured debt, including the notes. Holders of our secured debt also would have priorit event of our bankruptcy, liquidation or similar proceeding. In the event of our bankruptcy, liquidation or similar proceeding, holders of o to proceed against their collateral, and the assets securing that collateral may not be available for payment of unsecured debt, including th be effectively junior to any secured debt that we may issue, to the extent of the value of the assets securing such debt.

Active trading markets for the notes may not develop, which could limit their market prices or your ability to sell them.

The notes are new issues of debt securities for which there currently are no trading markets. As a result, we cannot provide any as develop for the notes or that you will be able to sell your notes. We have no plans to list the notes on any securities exchange. If any of th issuance, they may trade at discounts from their initial offering prices depending on prevailing interest rates, the markets for similar secu our financial condition, performance and prospects and other factors. The underwriters have advised us that they intend to make a marke are not obligated to do so. The underwriters may discontinue any market-making in the notes at any time at their sole discretion. Accordi liquid trading market will develop for the notes of any series, that you will be able to sell your notes at a particular time or that the prices favorable. To the extent active trading markets do not develop, the liquidity and trading prices for the notes may be harmed. Accordingly financial risk of an investment in the notes for an indefinite period of time.

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FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus and any documents we incorporate by reference herein or therein a to time by us may contain so called "forward-looking statements" (within the meaning of Section 27A of the Securities Act of 1933, or t of the Securities Exchange Act of 1934, or the Exchange Act), all of which are based on management's current expectations and are subj may cause results to differ materially from those set forth in the statements. One can identify these forward-looking statements by their u "plans," "will," "estimates," "forecasts," "projects" and other words of similar meaning. One can also identify them by the fact that they current facts. These statements are likely to address our growth strategy, financial results, product development, product approvals, produ programs. One must carefully consider any such statement and should understand that many factors could cause actual results to differ m statements. These factors include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are kno forward-looking statement can be guaranteed and actual future results may vary materially. We do not assume the obligation to update an caution you not to place undue reliance on these forward-looking statements. Although it is not possible to predict or identify all such fac following:

- Competition from generic products as our products lose patent protection.
- Increased "brand" competition in therapeutic areas important to our long-term business performance.
- The difficulties and uncertainties inherent in new product development. The outcome of the lengthy and complex process o inherently uncertain. A drug candidate can fail at any stage of the process and one or more late-stage product candidates co approval. New product candidates may appear promising in development but fail to reach the market because of efficacy o obtain necessary regulatory approvals, the difficulty or excessive cost to manufacture and/or the infringement of patents or others. Furthermore, the sales of new products may prove to be disappointing and fail to reach anticipated levels.
- Pricing pressures, both in the United States and abroad, including rules and practices of managed care groups, judicial deci regulations related to Medicare, Medicaid and health care reform, pharmaceutical reimbursement and pricing in general.
- Changes in government laws and regulations and the enforcement thereof affecting our business.
- Efficacy or safety concerns with respect to marketed products, whether or not scientifically justified, leading to product rec
- Significant litigation related to Vioxx, and Vytorin and Zetia.
- The arbitration proceeding involving our right to distribute Remicade and Simponi.
- Legal factors, including product liability claims, antitrust litigation and governmental investigations, including tax disputes patent disputes with branded and generic competitors, any of which could preclude commercialization of products or negat existing products.
- Lost market opportunity resulting from delays and uncertainties in the approval process of the U.S. Food and Drug Admini authorities.
- Increased focus on privacy issues in countries around the world, including the United States and the European Union. The for privacy and data protection continues to evolve, and there has been an increasing amount of focus on privacy and data p to affect directly our business, including recently enacted laws in a majority of states in the United States requiring security

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- Changes in tax laws including changes related to the taxation of foreign earnings.
- Changes in accounting pronouncements promulgated by standard-setting or regulatory bodies, including the Financial Acc
  Securities and Exchange Commission (the "SEC"), that are adverse to us.
- The possibility that the expected synergies from the merger of Old Merck and Schering-Plough Corporation ("Schering-Plo
  not be realized within the expected time period.
- Economic factors over which we have no control, including changes in inflation, interest rates and foreign currency exchan

This list should not be considered an exhaustive statement of all potential risks and uncertainties. See "Risk Factors" above as wel
documents incorporated herein by reference.

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CAPITALIZATION

The following table sets forth the consolidated capitalization of Merck and its subsidiaries at September 30, 2010 on a historical b

	September (in mill
Short-Term Debt:	
Loans payable and current portion of long-term debt(1)	$ 4
Long-Term Debt:	
Long-term debt(2)(3)	14
Total debt	$ 18
Equity:	
Total Merck & Co., Inc. stockholders' equity	$ 55
Noncontrolling Interests	2
Total equity	58
Total capitalization	$ 76

(1) Loans payable at September 30, 2010 consisted primarily of $1.7 billion of commercial paper borrowings. On October 1, 2010, $0 long-term debt matured.

(2) Long-term debt at September 30, 2010 consisted of notes and debentures with maturities ranging from 2011 to 2041. In addition, borrowing under our 364-day credit facility and $2.0 billion was available for borrowing under our credit facility maturing in Aug

(3) Long-term debt includes $7.1 billion of Merck & Co., Inc. debt. The balance of debt is issued by our subsidiaries. Long-term debt include $2.0 billion of notes offered hereby.

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RATIO OF EARNINGS TO FIXED CHARGES

Our consolidated ratio of earnings to fixed charges for the nine months ended September 30, 2010 and each of the fiscal years end
2009 are as follows:

Years Ended December 31,				
2005	2006	2007	2008	2009
12	11	6	21	23

On November 3, 2009, Old Merck and Schering-Plough completed their previously announced merger. The results of Schering-Pl
included in the ratios above only for periods subsequent to the completion of the merger. Therefore, the ratio for the year ended Decembe
year of legacy Schering-Plough operations and the ratios for the years ended December 31, 2005, 2006, 2007 and 2008 are based on the l
Old Merck, which became our financial statements as a result of the merger.

For purposes of computing these ratios, “earnings” consist of income from continuing operations before taxes, one-third of rents (
of the interest factor inherent in rents), interest expense, net of amounts capitalized and equity (income) loss from affiliates, net of distrib
one-third of rents, interest expense as reported in our consolidated financial statements and dividends on preferred stock. Interest expens
uncertain tax positions.

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DESCRIPTION OF THE NOTES

The following description of the particular terms of the 2016 notes and the 2021 notes offered hereby supplements the general des in the accompanying prospectus under “Description of Debt Securities We May Offer.” References to the “notes” refer to the 2016 notes We qualify the description of the notes by reference to the indenture as described below. The 2016 notes and the 2021 notes will each be securities under the indenture.

The 2016 notes will initially be limited to $850,000,000 aggregate principal amount and will mature on January 15, 2016. The 202 $1,150,000,000 aggregate principal amount and will mature on January 15, 2021. The notes will bear interest from December 10, 2010 a annum shown on the cover page of this prospectus supplement.

Interest on the notes will be payable semi-annually in arrears on January 15 and July 15 of each year, commencing on July 15, 201 such notes were registered at the close of business on the preceding January 1 or July 1, as the case may be. Interest on the notes will be year composed of twelve 30-day months. If any payment date for the notes is not a business day, we will make the payment on the next b liable for any additional interest as a result of the delay in payment. By business day, we mean any Monday, Tuesday, Wednesday, Thurs when banking institutions in the place of payment are authorized or obligated by law or executive order to be closed.

The notes are unsecured and will rank equally with all our other unsecured and unsubordinated indebtedness from time to time ou guaranteed by any of our subsidiaries and will therefore be structurally subordinated to all liabilities of our subsidiaries from time to time guarantees provided by our subsidiaries. As of September 30, 2010, the indebtedness of our subsidiaries totaled $8.7 billion and our subs billion of our indebtedness ($0.7 billion of which matured on October 1, 2010).

The notes will be issued in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The full defeasance and covenant defeasance provisions of the indenture described under “Description of Debt Securities We May accompanying prospectus will apply to the notes.

Further Issues

We may, without the consent of holders of any series of notes offered by this prospectus supplement, issue additional notes having interest rate, maturity and other terms as the notes of that series. Any additional notes of any series, together with the outstanding notes o constitute a single series of notes under the indenture. No additional notes may be issued if an event of default has occurred and is contin series of notes. Additional notes cannot be issued under the same CUSIP number unless the additional notes and original notes are fungib purposes.

Optional Redemption

The notes of each series will be redeemable in whole or in part at any time, at our option, on at least 30 days’, but no more than 60 registered address of each holder of that series of notes; provided that the principal amount of a note remaining outstanding after a redem integral multiple of $1,000 in excess thereof. The redemption price will be equal to the greater of (i) 100% of the principal amount of the sum of the present values of the

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Remaining Scheduled Payments (as defined below) discounted to the redemption date on a semiannual basis (assuming a 360-day year c at a rate equal to the Treasury Rate (as defined below) plus 10 basis points with respect to the 2016 notes and the Treasury Rate plus 12.5 2021 notes, plus any interest accrued but not paid to the date of redemption.

If the 2021 notes are redeemed on or after October 15, 2020 (three months prior to the maturity date of the 2021 notes), the redem equal 100% of the principal amount of the 2021 notes, plus any interest accrued but not paid to the date of redemption.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to matur basis) of the interpolated Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of Comparable Treasury Price for such redemption date.

"Comparable Treasury Issue" means the United States Treasury security or securities selected by an Independent Investment Bank interpolated maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by us.

"Comparable Treasury Price" means, with respect to any redemption date for the notes, (i) the average of the Reference Treasury redemption date after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or (ii) if we obtain fewer than fou Quotations, the average of all such quotations.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, their re additional primary U.S. governmental securities dealers selected by us; provided, however, that if any of the foregoing shall cease to be a securities dealer in the United States (a "Primary Treasury Dealer"), we will substitute another Primary Treasury Dealer for such dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the ave bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing Dealer at 3:30 p.m. (New York City time) on the third business day preceding such redemption date.

"Remaining Scheduled Payments" means, with respect to each note to be redeemed, the remaining scheduled payments of princip would be due after the related redemption date but for the redemption. If that redemption date is not an interest payment date with respec succeeding scheduled interest payment on the note will be reduced by the amount of interest accrued on the note to the redemption date.

If fewer than all of the notes of any series are to be redeemed, the trustee will select the particular notes or portions thereof for red not previously called, pro rata or by lot, or in such other manner as we will direct.

Unless we default in payment of the redemption price, on and after the redemption date interest will cease to accrue on the notes c redemption.

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Book-Entry System

Upon issuance, the notes will be represented by one or more global notes. Each global note will be deposited with, or on behalf of as depository, and registered in the name of a nominee of the depository.

Investors may elect to hold interests in the global notes held by the depository through Clearstream Banking, *société anonyme*, "C Euroclear Bank S.A./N.V., as operator of the Euroclear System, the "Euroclear operator," if they are participants of such systems, or indi are participants in such systems. Clearstream, Luxembourg and the Euroclear operator will hold interests on behalf of their participants th accounts in Clearstream, Luxembourg's and the Euroclear operator's names on the books of their respective depositories, which in turn w customers' securities accounts in the depositories' names on the books of the depository. Citibank, N.A. will act as depository for Clears Chase Bank will act as depository for the Euroclear operator, in such capacities, the "U.S. depositories." Because holders will acquire, ho entitlements with respect to the notes through accounts with DTC and its participants, including Clearstream, Luxembourg, the Euroclear beneficial holder's rights with respect to the notes will be subject to the laws (including Article 8 of the Uniform Commercial Code) and holder's relationship with its securities intermediary and the relationship between its securities intermediary and each other securities inte the issuer. Except as set forth below, the global notes may be transferred, in whole and not in part, only to another nominee of the deposi depository or its nominee.

Ownership of beneficial interests in a global note will be limited to institutions that have accounts with the depository or its nomin interests through participants. We have been advised by the depository that upon receipt of any payment of principal of, or interest on, a credit, on its book-entry registration and transfer system, accounts of participants with payments in amounts proportionate to their respec principal amount of the global notes as shown on the records of the depository. Ownership of beneficial interests by participants in the gl by, and the transfer of that ownership interest will be effected only through, records maintained by the depository or its nominee. Owners global note by persons that hold through participants will be evidenced only by, and the transfer of that ownership interest within such pa through, records maintained by participants. The laws of some jurisdictions require that certain purchasers of securities take physical deli form. These laws may impair the ability to transfer beneficial interests in the global note.

Payment of principal of, and interest on, any global note registered in the name of or held by the depository or its nominee will be nominee, as the case may be, as the registered owner of the global note. Payments by participants to owners of beneficial interests in a gl participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of name," and will be the sole responsibility of the participants. None of us, the trustee, the underwriters, nor any agent of ours or the truste liability for any aspects of the depository's records or any participant's records relating to, or payments made on account of, beneficial ow or for maintaining, supervising or reviewing any of the depository's records or any participant's records relating to the beneficial owners

No global note may be transferred except as a whole by the depository to a nominee of the depository or by a nominee of the depo nominee of the depository.

No global note may be exchanged in whole or in part for notes registered, and no transfer of a global note in whole or in part may person other than the depository or any nominee of the depository unless (i) the depository has notified us that it is unwilling or unable to

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such global note or has ceased to be qualified to act as such as required by the indenture, (ii) there has occurred and is continuing an ever notes or (iii) we determine in our sole discretion at any time that the global note shall be so exchangeable.

Any global note that is exchangeable pursuant to the preceding sentence shall be exchangeable in whole for separate notes in regis denomination and of like tenor and aggregate principal amount. These notes shall be registered in the name or names of such person or p the trustee. We expect that these instructions would be based upon directions received by the depository from its participants with respec interests in such global note.

As long as the depository, or its nominee, is the registered holder of a note, the depository or such nominee, as the case may be, w and holder of such global note for all purposes under the notes and the indenture. Except in the limited circumstances referred to above, o global note will not be entitled to have such global note registered in their names, will not receive or be entitled to receive physical delive and will not be considered to be the owners or holders of such global note for any purpose under the notes or the indenture. Accordingly, interest in the global note must rely on the procedures of the participant through which such person owns its interest to exercise any right

The indenture provides that the depository, as a holder, may appoint agents and otherwise authorize participants to give or take an direction, notice, consent, waiver, or other action which a holder is entitled to give or take under the indenture.

The depository has advised us as follows: the depository is a limited-purpose trust company organized under the New York Banki within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meanin Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. The depository wa participants and to facilitate the clearance and settlement of securities transactions, such as transfers and pledges, among its participants i electronic computerized book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of secur participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations, some of whom the depository. Access to the depository's book-entry system is also available to others, such as banks, brokers, dealers and trust compan custodial relationship with a participant, either directly or indirectly.

Clearstream, Luxembourg advises that it is a limited liability company organized under Luxembourg law. Clearstream, Luxembou participating organizations, "Clearstream, Luxembourg participants," and facilitates the clearance and settlement of securities transaction Luxembourg participants through electronic book-entry transfers between their accounts, thereby eliminating the need for physical move Luxembourg provides to Clearstream, Luxembourg participants, among other things, services for safekeeping, administration, clearance traded securities and securities lending and borrowing. Clearstream, Luxembourg interfaces with domestic securities markets in several c depository and custodial relationships. Clearstream, Luxembourg is registered as a bank in Luxembourg, and as such is subject to regulat Commission for the Supervision of the Financial Sector *(Commission de Surveillance du Secteur Financier)*. Clearstream, Luxembourg p financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstrea are limited to securities brokers and dealers and banks. Indirect access to Clearstream, Luxembourg is also available to other institutions trust companies that clear through or maintain a custodial relationship with a Clearstream, Luxembourg customer. Clearstream, Luxembo bridge with the Euroclear operator to facilitate settlement of trades between Clearstream, Luxembourg and the Euroclear operator.

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Distributions with respect to the notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Cl in accordance with its rules and procedures, to the extent received by the U.S. depository for Clearstream, Luxembourg.

The Euroclear operator advises that the Euroclear System was created in 1968 to hold securities for its participants, "Euroclear pa transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating th certificates and any risk from lack of simultaneous transfers of securities and cash. The Euroclear System is operated by Euroclear Bank operator," under contract with Euroclear Clearance Systems S.C., a Belgian cooperative corporation. The Euroclear operator is regulated Banking and Finance Commission and the National Bank of Belgium. All operations are conducted by the Euroclear operator, and all Eu accounts and Euroclear cash accounts are accounts with the Euroclear operator, not the cooperative. The cooperative establishes policy f participants. Euroclear participants include banks, securities brokers and dealers and other professional financial intermediaries and may access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, eit

Securities clearance accounts and cash accounts with the Euroclear operator are governed by the Terms and Conditions Governing Operating Procedures of the Euroclear System, and applicable Belgian law, collectively, the "terms and conditions." The terms and cond and cash within the Euroclear System, withdrawals of securities and cash from the Euroclear System, and receipts of payments with resp System. All securities in the Euroclear System are held on a fungible basis without attribution of specific certificates to specific securitie operator acts under the terms and conditions only on behalf of Euroclear participants and has no record of or relationship with persons ho participants.

Distributions with respect to the notes held beneficially through the Euroclear System will be credited to the cash accounts of Eur with the terms and conditions, to the extent received by the U.S. depository for the Euroclear operator.

Title to book-entry interests in the notes will pass by book-entry registration of the transfer within the records of Clearstream, Lux the depository, as the case may be, in accordance with their respective procedures. Book-entry interests in the notes may be transferred w and within the Euroclear System and between Clearstream, Luxembourg and the Euroclear System in accordance with procedures establ Clearstream, Luxembourg and the Euroclear operator. Book-entry interests in the notes may be transferred within the depository in accor for this purpose by the depository. Transfers of book-entry interests in the notes among Clearstream, Luxembourg and the Euroclear ope effected in accordance with procedures established for this purpose by Clearstream, Luxembourg, the Euroclear operator and the deposit

Secondary market trading between Clearstream, Luxembourg participants and/or Euroclear participants will occur in the ordinary applicable rules and operating procedures of Clearstream, Luxembourg and the Euroclear System and will be settled using the procedure Eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through the depository on the one hand, and directly or indi Luxembourg participants or Euroclear participants, on the other, will be effected through the depository in accordance with the depositor European international clearing system by its U.S. depository; however, these cross-market transactions will require delivery of instructi international clearing system by the counterparty in the clearing system in accordance with its rules and procedures and within its establi

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The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U effect final settlement on its behalf by delivering interests in the notes to or receiving interests in the notes from the depository, and maki accordance with normal procedures for same-day funds settlement applicable to the depository. Clearstream, Luxembourg participants ar deliver instructions directly to their respective U.S. depositories.

Because of time-zone differences, credits of interests in the notes received in Clearstream, Luxembourg or the Euroclear system a depository participant will be made during subsequent securities settlement processing and dated the business day following the deposito interests or any transactions involving interests in the notes received in Clearstream, Luxembourg or the Euroclear System as a result of a participant and settled during subsequent securities settlement processing will be reported to the relevant Clearstream, Luxembourg parti the business day following the depository settlement date. Cash received in Clearstream, Luxembourg or the Euroclear System as a resul or through a Clearstream, Luxembourg customer or a Euroclear participant to a depository participant will be received with value on the be available in the relevant Clearstream, Luxembourg or Euroclear cash account only as of the business day following settlement in the d

Although the depository, Clearstream, Luxembourg and the Euroclear operator have agreed to the foregoing procedures in order t the notes among participants of the depository, Clearstream, Luxembourg and Euroclear, they are under no obligation to perform or cont procedures and these procedures may be changed or discontinued at any time.

Same-Day Settlement and Payment

Settlement for the notes will be made in immediately available funds. So long as the notes are represented by one or more global n principal and interest in immediately available funds.

So long as the notes are represented by one or more global notes registered in the name of the depository or its nominee and its pr trade in the depository's Same-Day Funds Settlement System, and secondary market trading activity in the notes will therefore be require immediately available funds.

The Paying Agent and Security Registrar

U.S. Bank Trust National Association is the paying agent and security registrar with respect to the notes.

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UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following summary describes the material United States federal income tax consequences of purchasing, owning and disposin applies to you only if you are a beneficial owner of a note and you acquire the note in this offering for a price equal to the issue price of t notes is the first price at which a substantial amount of the notes is sold other than to bond houses, brokers, or similar persons or organiza underwriters, placement agents or wholesalers.

This summary deals only with notes held as capital assets (generally, investment property) and does not deal with special tax situa

- dealers in securities or currencies;
- traders in securities;
- United States holders (as defined below) whose functional currency is not the United States dollar;
- persons holding notes as part of a conversion, constructive sale, wash sale or other integrated transaction or a hedge, stradd
- persons subject to the alternative minimum tax;
- certain United States expatriates;
- financial institutions;
- insurance companies;
- controlled foreign corporations, passive foreign investment companies and regulated investment companies and shareholde
- entities that are tax-exempt for United States federal income tax purposes and retirement plans, individual retirement accou
- pass-through entities, including partnerships and entities and arrangements classified as partnerships for United States fede owners of pass-through entities; and
- persons that acquire the notes for a price other than their issue price.

Neither the term “non-U.S. holder” nor the term “United States holder” includes a partnership for U.S. federal tax purposes. If you arrangement classified as a partnership for United States federal tax purposes) holding notes or a partner in such a partnership, the United treatment of a partner in the partnership generally will depend on the status of the partner and the activities of the partnership, and you sh regarding the United States federal income tax consequences of purchasing, owning and disposing of the notes.

This summary does not discuss all of the aspects of United States federal income taxation that may be relevant to you in light of y circumstances. In addition, this summary does not discuss any tax consequences resulting from the newly enacted Medicare tax on inves or local income or foreign income, United States federal laws other than those pertaining to the United States federal income tax or other is based on United States federal income tax law, including the provisions of the Internal Revenue Code of 1986, as amended (the “Inter regulations, administrative rulings and judicial authority, all as in effect or in existence as of the date of this prospectus supplement. Subs States federal income tax law, including changes in law or differing interpretations, which may be applied retroactively, could have a ma federal income tax consequences of purchasing, owning and disposing of notes as set forth in this summary. Before you purchase notes, y advisor regarding the particular United States federal, state and local and foreign income and other tax consequences of acquiring, ownin may be applicable to you.

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United States Holders

The following summary applies to you only if you are a United States holder (as defined below).

Definition of a United States Holder

A "United States holder" is a beneficial owner of a note or notes that is for United States federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity classified as a corporation for these purposes) created or organized in or under the laws of the the District of Columbia;
- an estate, the income of which is subject to United States federal income taxation regardless of the source of that income; o
- a trust, if (1) a United States court is able to exercise primary supervision over the trust's administration and one or more "U meaning of the Internal Revenue Code) has the authority to control all of the trust's substantial decisions, or (2) the trust ha applicable Treasury regulations to be treated as a "United States person."

Interest

Interest on your notes will be taxed as ordinary interest income. In addition:

- if you use the cash method of accounting for United States federal income tax purposes, you will have to include the interes income at the time you receive the interest; and
- if you use the accrual method of accounting for United States federal income tax purposes, you will have to include the inte income at the time the interest accrues.

Sale or Other Disposition of Notes

Your tax basis in your notes generally will be their cost. Upon the sale, redemption, exchange or other taxable disposition of the n taxable gain or loss equal to the difference, if any, between:

- the amount realized on the disposition (less any amount attributable to accrued interest, which will be taxable as ordinary in previously included in gross income, in the manner described under "United States Federal Tax Considerations—United St
- your tax basis in the notes.

Your gain or loss generally will be capital gain or loss. This capital gain or loss will be long-term capital gain or loss if at the time the notes for more than one year. Subject to limited exceptions, your capital losses cannot be used to offset your ordinary income. If you holder, your long-term capital gain generally will be subject to a preferential rate of U.S. federal income tax.

Backup Withholding

In general, "backup withholding" at a rate of 28% (which rate currently is scheduled to increase to 31% for taxable years beginnin apply:

- to any payments made to you of principal of and interest on your note, and
- to payment of the proceeds of a sale or other disposition of your note,

if you are a non-corporate United States holder and you fail to provide a correct taxpayer identification number or otherwise comply with
backup withholding rules.

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Backup withholding is not an additional tax and may be credited against your United States federal income tax liability, provided provided to the Internal Revenue Service.

Non-U.S. Holders

The following summary applies to you if you are a beneficial owner of a note and you are neither a United States holder (as define entity or arrangement classified as a partnership for United States federal tax purposes) (a "non-U.S. holder").

United States Federal Withholding Tax

Under current United States federal income tax laws, and subject to the discussion below, United States federal withholding tax w our paying agent (in its capacity as such) of principal of and interest on your notes under the "portfolio interest" exception of the Internal the case of interest:

- you do not, directly or indirectly, actually or constructively, own ten percent or more of the total combined voting power of vote within the meaning of section 871(h)(3) of the Internal Revenue Code and the Treasury regulations thereunder;
- you are not a controlled foreign corporation for United States federal income tax purposes that is related, directly or indirec ownership (as provided in the Internal Revenue Code);
- you are not a bank receiving interest described in section 881(c)(3)(A) of the Internal Revenue Code;
- such interest is not effectively connected with your conduct of a United States trade or business; and
- you provide a signed written statement, on an Internal Revenue Service Form W-8BEN (or other applicable form) which ca certifying under penalties of perjury that you are not a United States person within the meaning of the Internal Revenue Co address to:

  (A) us or our paying agent; or

  (B) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary holds your notes on your behalf and that certifies to us or our paying agent under penalties of perjury that it, or the between it and you, has received from you your signed, written statement and provides us or our paying agent with

The applicable Treasury regulations provide alternative methods for satisfying the certification requirement described in this secti Treasury regulations, special rules apply to pass-through entities and this certification requirement may also apply to beneficial owners o

If you cannot satisfy the requirements of the "portfolio interest" exception described above, payments of interest made to you will federal withholding tax unless you provide us or our paying agent with a properly executed (1) Internal Revenue Service Form W-8ECI (that interest paid on your notes is not subject to withholding tax because it is effectively connected with your conduct of a trade or busine (2) Internal Revenue Service Form W-8BEN (or other applicable form) claiming an exemption from or reduction in this withholding tax treaty.

United States Federal Income Tax

Except for the possible application of United States federal withholding tax (see "United States Federal Tax Considerations—Non

Federal Withholding Tax" above) and backup withholding

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(see "United States Federal Tax Considerations—Non-U.S. Holders-Backup Withholding and Information Reporting" below), you gener
States federal income tax on payments of principal of and interest on your notes, or on any gain realized from (or accrued interest treated
sale, redemption, retirement at maturity or other disposition of your notes unless:

- in the case of interest payments or disposition proceeds representing accrued interest, you cannot satisfy the requirements d
described above or claim a complete exemption from United States federal income tax on such interest under an applicable
States federal income tax liability has not otherwise been fully satisfied through the United States federal withholding tax d
- in the case of gain, you are an individual who is present in the United States for 183 days or more during the taxable year o
your notes and specific other conditions are met (in which case, except as otherwise provided by an applicable income tax t
offset by United States source capital losses, generally will be subject to a flat 30% United States federal income tax, even
resident alien under the Internal Revenue Code); or
- the interest or gain is effectively connected with your conduct of a United States trade or business and, if required by an ap
attributable to a United States "permanent establishment" maintained by you.

If you are engaged in a trade or business in the United States and interest or gain in respect of your notes is effectively connected
business (and, if required by an applicable income tax treaty, is attributable to a United States "permanent establishment" maintained by
will be subject to United States federal income tax on a net basis at the regular graduated rates and in the manner applicable to a United S
will be exempt from the withholding tax discussed in the preceding paragraphs if you provide a properly executed Internal Revenue Serv
applicable form) on or before any payment date to claim the exemption). In addition, if you are a foreign corporation, you may be subjec
30% of your effectively connected earnings and profits for the taxable year, as adjusted for certain items, unless a lower rate applies to y
States income tax treaty.

Backup Withholding and Information Reporting

Under current Treasury regulations, backup withholding and information reporting will not apply to payments made by us or our p
such) to you if you have provided the required certification that you are a non-U.S. holder as described in "United States Federal Tax Co
United States Federal Withholding Tax" above, and provided that neither we nor our paying agent has actual knowledge or reason to kno
holder (as described in "United States Federal Tax Considerations—United States Holders" above). However, we or our paying agent ma
and you payments of interest on the notes and the amount of tax, if any, withheld with respect to those payments. Copies of the informati
payments and any withholding may also be made available to the tax authorities in the country in which you reside under the provisions

The gross proceeds from the disposition of your notes may be subject to information reporting and backup withholding tax at a rat
is scheduled to increase to 31% for taxable years beginning on or after January 1, 2011). If you sell your notes outside the United States t
U.S. broker and the sales proceeds are paid to you outside the United States, then the U.S. backup withholding and information reporting
apply to those proceeds. However, U.S. information reporting, but not backup withholding, will apply to a payment of sales proceeds, ev
the United States, if you sell your notes through a non-U.S. office of a broker that:

- is a United States person (as defined in the Internal Revenue Code);

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- derives 50% or more of its gross income in specific periods from the conduct of a trade or business in the United States;
- is a "controlled foreign corporation" for U.S. federal income tax purposes; or
- is a foreign partnership, if at any time during its tax year (1) one or more of its partners are U.S. persons who in the aggrega income or capital interests in the partnership, or (2) the foreign partnership is engaged in a U.S. trade or business,

unless the broker has documentary evidence in its files that you are a non-U.S. person and certain other conditions are met or you otherw receive payments of the proceeds of a sale of your notes to or through a U.S. office of a broker, the payment is subject to both U.S. backu reporting unless you provide a Form W-8BEN certifying that you are a non-U.S. person or you otherwise establish an exemption, provid actual knowledge or reason to know that you are not a U.S. person or the conditions of any other exemption are not, in fact, satisfied.

You should consult your own tax advisor regarding application of backup withholding in your particular circumstance and the ava obtaining an exemption from backup withholding under current Treasury regulations. Any amounts withheld under the backup withholdi will be allowed as a refund or credit against your United States federal income tax liability, provided the required information is timely f Service.

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UNDERWRITING

Subject to the terms and conditions contained in an underwriting agreement, dated as of the date of this prospectus supplement be named below, for whom J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representativ underwriter, and each underwriter has severally agreed to purchase from us, the principal amount of notes that appears opposite its name

Underwriter	Principal of 2016
J.P. Morgan Securities LLC	$ 255,(
Merrill Lynch, Pierce, Fenner & Smith Incorporated	255,(
Citigroup Global Markets Inc.	119,(
BNP Paribas Securities Corp.	42,
Credit Suisse Securities (USA) LLC	42,
Goldman, Sachs & Co.	42,
Morgan Stanley & Co. Incorporated	42,
HSBC Securities (USA) Inc.	21,
RBS Securities Inc.	21,
The Williams Capital Group, L.P.	8,
Total	$ 850,(

The underwriters are offering the notes subject to their acceptance of the notes from us and subject to prior sale. The underwriting obligations of the several underwriters to pay for and accept delivery of the notes offered by this prospectus supplement are subject to ce are obligated to take and pay for all of the notes offered by this prospectus supplement if any such notes are taken.

The underwriters initially propose to offer some of the notes to the public at the public offering prices that appear on the cover pag addition, the underwriters initially propose to offer some of the notes to certain dealers at the public offering prices less a concession not amount, with respect to the 2016 notes, and 0.300% of the principal amount, with respect to the 2021 notes. Any underwriter may allow, concession not to exceed 0.125% of the principal amount, with respect to the 2016 notes, and 0.125% of the principal amount, with respe certain other dealers. After the initial offering of the notes to the public, the representatives may change the public offering prices and co from time to time vary the offering prices and other selling terms. The underwriters may offer and sell notes through certain of their affil

The following table shows the underwriting discounts that we will pay to the underwriters in connection with the offering of the n

Paid by us	2016 notes
Per note	0.350%
Total	$2,975,000

Expenses associated with this offering to be paid by us, other than underwriting discounts, are estimated to be approximately $1.1

We have also agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to co underwriters may be required to make in respect of any such liabilities.

The notes are new issues of securities, and there are currently no established trading markets for the notes. We do not intend to ap
securities exchange. The underwriters have advised us that they intend to make a market in the notes of each series, but they are not oblig
may discontinue any market making in the notes at any time at their sole discretion. Accordingly, we cannot assure you that liquid tradin
notes, that you will be able to sell your notes at a particular time or that the prices you receive when you sell will be favorable.

In connection with the offering of the notes, the underwriters may engage in transactions that stabilize, maintain or otherwise affe
Specifically, the underwriters may overallot in connection

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with the offering of the notes, creating syndicate short positions. In addition, the underwriters may bid for and purchase notes in the open positions or to stabilize the prices of the notes. Finally, the underwriting syndicate may reclaim selling concessions allowed for distributi notes, if the syndicate repurchases previously distributed notes in syndicate covering transactions, stabilization transactions or otherwise. stabilize or maintain the market prices of the notes above independent market levels. The underwriters are not required to engage in any of them at any time.

From time to time in the ordinary course of their respective businesses, certain of the underwriters and their affiliates have engage in commercial banking, derivatives and/or financial advisory, investment banking and other commercial transactions and services with u have received or will receive customary fees and commissions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their a recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may ho they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive, each underwr that, with effect from and including the date on which the Prospectus Directive is implemented in that Member State, it has not made and the public in that Member State except that it may, with effect from and including such date, make an offer of notes to the public in that M

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, w invest in securities;
- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a to €43,000,000; and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts
- to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to o representatives for any such offer; or
- in any other circumstances which do not require the publication by us of a prospectus pursuant to Article 3 of the Prospectu

For the purposes of the above, the expression an “offer of notes to the public” in relation to any notes in any Member State means the co any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression Pro 2003/7I/EC and includes any relevant implementing measure in that Member State.

Each underwriter has represented and agreed that (a) it has only communicated or caused to be communicated and will only comm communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services a in connection with the issue or sale of the notes in circumstances in which Section 21(1) of such Act does not apply to us and (b) it has c applicable provisions of such Act with respect to anything done by it in relation to any notes in, from or otherwise involving the United K

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INCORPORATION OF DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" the information in documents that we file with them. This means that we can dis by referring you to those documents. The information incorporated by reference is an important part of this prospectus supplement and th information we incorporate by reference in this prospectus supplement supersedes the information incorporated by reference in the accor information in documents that we file after the date of this prospectus supplement and before the termination of the offering to which this automatically update information in this prospectus supplement and the accompanying prospectus. We incorporate by reference the docu the SEC as well as any future filings under Exchange Act File No. 001-06571 we will make with the SEC under Sections 13(a), 13(c), 14 prior to the termination of the offering to which this prospectus supplement relates (other than Current Reports or portions thereof furnish our Current Reports on Form 8-K):

- our Annual Report on Form 10-K for the year ended December 31, 2009;
- our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2010, June 30, 2010 and September 30, 201
- our Current Reports on Form 8-K filed on November 18, 2009, February 9, 2010, February 16, 2010 (only with respect to t Item 2.05), February 18, 2010, March 11, 2010, April 30, 2010, May 28, 2010, July 8, 2010 and November 30, 2010;
- the following section from our Annual Report on Form 10-K for the year ended December 31, 2008, which includes the fin of Schering-Plough Corporation: "Financial Statements and Supplementary Data" appearing on pages 64 through 116; and
- the following section from our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2009, which i and related notes of Schering-Plough Corporation: "Financial Statements" appearing on pages 2 through 25.

LEGAL MATTERS

The validity of the notes will be passed upon for us by Celia A. Colbert, our Senior Vice President, Secretary and Assistant Gener underwriters by Davis Polk & Wardwell LLP, New York, New York. In addition, Fried, Frank, Harris, Shriver & Jacobson LLP, New Y in connection with various matters for this offering. As of November 30, 2010, Ms. Colbert owned, directly and indirectly, 20,282.111 sh exercisable options to purchase 106,052 additional shares of our common stock.

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EXPERTS

The financial statements incorporated in this prospectus supplement and the accompanying prospectus by reference to our Annual ended December 31, 2009 and management's assessment of the effectiveness of internal control over financial reporting (which is includ Internal Control over Financial Reporting) have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an indep firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements, the related financial statement schedule, incorporated in this prospectus supplement and the reference from Schering-Plough Corporation (now known as Merck & Co., Inc.) and subsidiaries' ("Schering-Plough") Annual Report o December 31, 2008, and the effectiveness of Schering-Plough's internal control over financial reporting have been audited by Deloitte & registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such reports (1) express an unqu financial statements and the related financial statement schedule and included an explanatory paragraph regarding Schering-Plough's ado Accounting Standards No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans,* and Financial Acco Interpretation No. 48, *Accounting for Uncertainty in Income Taxes,* and (2) express an unqualified opinion on the effectiveness of interna Such financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given upo accounting and auditing.

With respect to the unaudited interim financial information for the period ended September 30, 2009, which is incorporated herein LLP, an independent registered public accounting firm, have applied limited procedures in accordance with the standards of the Public C Board (United States) for a review of such information. However, as stated in their reports, included in Schering-Plough's Quarterly Rep ended September 30, 2009, and incorporated by reference herein, they did not audit and they do not express an opinion on that interim fi the degree of reliance on their report on such information should be restricted in light of the limited nature of the review procedures appl subject to the liability provisions of Section 11 of the Securities Act of 1933 for their report on the unaudited interim financial informatio "report" or a "part" of the Registration Statement prepared or certified by an accountant within the meaning of Sections 7 and 11 of the A

The combined financial statements of the Merck/Schering-Plough cholesterol partnership as of December 31, 2008, and for each o December 31, 2008, incorporated in this prospectus supplement and the accompanying prospectus by reference from our Annual Report December 31, 2009, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report which is incorporated h financial statements have been so incorporated in reliance upon the report of such firm given their authority as experts in accounting and

Prospectus Supplement

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PROSPECTUS

Merck & Co., Inc.

Debt Securities

Merck & Co., Inc. may from time to time issue debt securities in one or more offerings pursuant to this prospectus. The accompar
specify the terms of the debt securities, including whether they are guaranteed. We urge you to read carefully this prospectus, any accom
and any documents we incorporate by reference in this prospectus and any accompanying prospectus supplement before you make your i

Merck & Co., Inc. may sell these debt securities to or through underwriters, dealers and agents, or directly to purchasers, on a dela

This prospectus describes some of the general terms that may apply to the debt securities and the general manner in which they m
the debt securities, including whether such debt securities will be guaranteed, and the specific manner in which they may be offered, incl
underwriters or agents, will be described in a supplement to this prospectus.

**Investing in our debt securities involves risks. You should carefully consider all of the information set forth in this prospec
carefully consider the risk factors in any accompanying prospectus supplement or any documents we incorporate by reference in
accompanying prospectus supplement, before deciding to invest in any of our debt securities.**

Prospectus Supplement

**Neither the Securities and Exchange Commission nor any state securities commission or other regulatory body has approv
securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

The date of this prospectus is December 18, 2009.

Prospectus Supplement

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Prospectus Supplement

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission, or the Commission issuer" as defined in Rule 405 under the Securities Act of 1933, as amended, or the Securities Act, utilizing a "shelf" registration process from time to time, sell any combination of the debt securities described in this prospectus in one or more offerings. No limit exists on the securities we may sell pursuant to the registration statement.

Merck is the continuing public company resulting from the merger on November 3, 2009 of Merck & Co., Inc., a New Jersey corp Schering-Plough Corporation, a New Jersey corporation ("Schering-Plough"). In the merger, Old Merck was merged into a subsidiary of changed its name to Merck & Co., Inc., and Old Merck changed its name to Merck Sharp & Dohme Corp. ("MSD"). References in this p "our" or the "Company" are references to Merck & Co., Inc. (the entity formerly known as Schering-Plough Corporation) and its consoli except as otherwise indicated or unless the context otherwise requires.

This prospectus provides you with a general description of the debt securities we may offer. Each time we sell debt securities, we supplement that will contain specific information about the terms of that offering, including the specific amounts, prices and terms of the whether they will be guaranteed by any of our subsidiaries. Any prospectus supplement may also add, update or change information cont should read this prospectus, any prospectus supplement to this prospectus, any documents that we incorporate by reference in this prospe supplement and the additional information described below under "Where You Can Find More Information" before making an investmen on the information contained or incorporated by reference in this prospectus and any prospectus supplement. We have not authorized any different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an jurisdiction where the offer or sale is not permitted.

You should not assume that the information in this prospectus, any accompanying prospectus supplement or any documents we in prospectus and any prospectus supplement is accurate as of any date other than the date on the front of those documents. Our business, fi operations and prospects may have changed since that date.

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MERCK

We are a global research-driven pharmaceutical company that discovers, develops, manufactures and markets a broad range of inn human and animal health. Our operations are principally managed on a products basis. Our pharmaceutical operations include products c preventive agents, sold by prescription, for the treatment of human disorders and sold by us primarily to drug wholesalers and retailers, h managed health care providers such as health maintenance organizations, pharmacy benefit managers and other institutions. Our vaccine include human health vaccine products consisting of preventative pediatric, adolescent and adult vaccines, primarily administered at phy disease products consisting of therapeutic agents for the treatment of infection sold primarily to drug wholesalers and retailers, hospitals animal health operations discover, develop, manufacture and market animal health products, including vaccines. Our consumer health ca and market Over-the-Counter foot care and sun care products.

We are incorporated in the State of New Jersey and maintain our principal offices at Whitehouse Station, New Jersey. Our address Station, New Jersey 08889-0100, and our telephone number is (908) 423-1000. Our web site is located at *www.merck.com*. Information c into this prospectus by reference and should not be considered a part of this prospectus.

RISK FACTORS

Before deciding to invest in Merck's debt securities, you should carefully consider the risk factors and forward-looking statements recent Annual Report on Form 10-K for the year ended December 31, 2008, our most recent Quarterly Report on Form 10-Q for the quar Merck's most recent Annual Report on Form 10-K for the year ended December 31, 2008 and Old Merck's Quarterly Report on Form 10 2009 and the risk factors attached as Exhibit 99.4 to Old Merck's Current Report on Form 8-K filed on June 22, 2009 (which documents herein). In addition, you should carefully consider information in any accompanying prospectus supplement or any documents we incorp prospectus and any accompanying prospectus supplement, before deciding to invest in Merck's debt securities. Additional risks and unce or that we currently deem immaterial may also impair our business operations.

FORWARD-LOOKING STATEMENTS

This prospectus, any prospectus supplement and any documents we incorporate by reference herein or therein may contain so call statements" (within the meaning of Section 27A of the Securities Act of 1933, or the Securities Act, and Section 21E of the Securities Ex Exchange Act), all of which are based on management's current expectations and are subject to risks and uncertainties which may cause those set forth in the statements. One can identify these forward-looking statements by their use of words such as "expects," "plans," "wi "projects" and other words of similar meaning. One can also identify them by the fact that they do not relate strictly to historical or curre to address the Company's growth strategy, financial results, product development, product approvals, product potential and development integration of Old Merck and Schering-Plough. One must carefully consider any such statement and should understand that many factors materially from the Company's forward-looking statements. These factors include inaccurate assumptions and a broad variety of other ri some that are known and some that are not. No forward-looking statement can be guaranteed and actual future results may vary materiall

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the obligation to update any forward-looking statement. The Company cautions you not to place undue reliance on these forward-looking evaluate such statements in light of factors, including risk factors, described under “Risk Factors” above and in the documents incorporat Company discusses in more detail various important factors that could cause actual results to differ from expected or historic results. On possible to predict or identify all such factors. Consequently, the reader should not consider any such list to be a complete statement of al

RATIOS OF EARNINGS TO FIXED CHARGES

The consolidated ratios of earnings to fixed charges for the nine months ended September 30, 2009 and each of the fiscal years en 2008 are as follows:

Nine Months Ended September 30,	Years Ended December 31,		
2009	2008	2007	2006
19	21	6	11

These ratios are based on the historical financial statements of Old Merck, which became our financial statements as a result of th of Old Merck into a subsidiary of ours. For purposes of computing these ratios, “earnings” consist of income from continuing operations (deemed by Old Merck to be representative of the interest factor inherent in rents), interest expense, net of amounts capitalized and equit of distributions. “Fixed charges” consist of one-third of rents, interest expense as reported in Old Merck’s consolidated financial stateme stock of subsidiary companies. Interest expense does not include interest related to uncertain tax positions.

USE OF PROCEEDS

Unless otherwise indicated in the accompanying prospectus supplement, we will use the net proceeds from the sale of the debt sec purposes, including the reduction of short-term debt. We may temporarily invest funds that we do not immediately need for these purpos securities.

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DESCRIPTION OF DEBT SECURITIES WE MAY OFFER

General

In this description "we", "our" and "us" refer to Merck & Co., Inc., but not to any of Merck & Co., Inc.'s subsidiaries. "You" m name or other indirect holders of debt securities. Indirect holders should read the information under the caption "Legal Ownership and

The debt securities are not secured by any of our property or assets. Accordingly, your ownership of debt securities means you are The debt securities are not subordinated to any of our other debt obligations and therefore they rank equally with all our other unsecured

As required by federal law for all bonds and notes that are publicly offered, a document called the indenture governs the debt secu which we may amend in the future, between us and U.S. Bank Trust National Association, which acts as trustee. The trustee has two mai enforce your rights against us if we default. There are some limitations on the extent to which the trustee acts on your behalf, described u Events of Default—Remedies if an Event of Default Occurs". Second, the trustee performs administrative duties for us, such as sending transfers of your debt securities to a new buyer if you sell and sending you notices.

The indenture and its associated documents contain the full legal text of the matters described in this section. New York law gove the debt securities. The form of the indenture is an exhibit to our registration statement of which this prospectus forms a part. See "Wher for information on how to obtain a copy.

We may issue as many distinct series of debt securities under the indenture as we wish. A series of debt securities may be guarant subsidiaries. There is no limit on the amount of debt securities we may issue under the indenture and the provisions of the indenture allo terms different from those previously issued under the indenture. Also, we may "reopen" a previous issue of a series of debt securities an that series. We may issue debt securities in amounts that exceed the total amount specified on the cover of your prospectus supplement a without notifying you.

This section summarizes all the material terms of the debt securities that are common to all series unless otherwise indicated in th a particular series. Because this section is a summary, it does not describe every aspect of the debt securities and is subject to and qualifi the provisions of the indenture, including definitions of some of the terms used in the indenture. We describe the meaning for only some include references in parentheses to some sections of the indenture. Whenever we refer to particular sections or defined terms of the inde prospectus supplement, we incorporate by reference those sections or defined terms here or in the prospectus supplement.

We may issue the debt securities as original issue discount securities, which we would offer and sell at a substantial discount belo *(section 101)* A prospectus supplement relating to original issue discount securities will describe federal income tax consequences and ot applicable to them. We may also issue the debt securities as indexed securities or securities denominated in foreign currencies, currency described in more detail in a prospectus supplement relating to any of these types of debt securities. A prospectus supplement relating to currency debt securities will also describe any additional tax consequences or other special considerations applicable to these types of de

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In addition, we will describe the material specific financial, legal and other terms particular to debt securities of each series in a pr
debt securities of that series. A prospectus supplement relating to debt securities of a series will describe the following terms of the debt s

- the title of the debt securities of the series;
- whether our obligations under the debt securities of the series will be guaranteed;
- any limit on the total principal amount of the debt securities of the series;
- the person to whom interest on a debt security is payable, if other than the holder on the regular record date;
- the date or dates on which the debt securities of the series are scheduled to mature;
- any rate or rates, which may be fixed or variable, per annum at which the debt securities of the series will bear interest, if a which any interest will accrue;
- the date or dates on which any interest on the debt securities of the series will be payable and the regular record date or dat entitled to receive each interest payment;
- the place or places where the principal and any premium and interest will be payable;
- any date after which, or any period or periods within which, and the price or prices at which, we will have the option to red series, and the other detailed terms and provisions of any optional redemption right;
- any obligation we will have to redeem the debt securities of the series under a sinking fund or analogous provision or to rec option and the period or periods during which, the price or prices at which and the other specific terms under which, we wo securities of the series under any obligation of this kind;
- if other than minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof, the denominations in w securities of the series;
- if other than United States dollars, the currency of payment of the principal and any premium and interest on the debt secur
- any index or other special method we will use to determine the amount of principal or any premium or interest we will pay
- if we or you have a right to choose the currency, currency units or composite currencies in which payments on any of the d made, the currencies, currency units or composite currencies that we or you may elect, when we or you may make the elect the right to make an election of this kind;
- if other than the principal amount, the portion of the principal amount of the debt securities of the series which will be paya acceleration of the maturity of the debt securities of the series;
- the applicability of the provisions described under “—Defeasance”;
- if we will issue the debt securities of the series in whole or in part in the form of global securities as described below under Issuance—Global Securities”, the name of

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the depository for the debt securities of the series and the circumstances under which the trustee may terminate the global s
securities in the names of persons other than the depository or its nominee if other than those circumstances described unde
Entry Issuance—Global Securities—Special Situations When a Global Security will be Terminated"; and

- any other special terms of the debt securities of the series that are not inconsistent with the provisions of the indenture. *(sec*

We will attach the prospectus supplement relating to the debt securities of the series to the front of this prospectus.

We may issue debt securities other than the debt securities described in this prospectus. Both we and Merck Sharp & Dohme Corp have outstanding debt securities under two separate existing indentures. There is no requirement that we issue any other debt securities u Thus, we may issue any other debt securities under other indentures or documentation, containing provisions different from those include one or more issues of the debt securities described in this prospectus.

Without limiting the foregoing, we and the trustee may enter into one or more supplemental indentures with one or more of our su unconditional guarantee by such subsidiaries of the payment of principal of, premium, if any, and interest on and "additional amounts" w when due, whether at maturity or otherwise. The debt securities described herein will be effectively subordinated to any secured debt we extent of the value of such security. The debt securities will also be structurally subordinated to all indebtedness of our subsidiaries whic securities.

Overview of Remainder of this Description

The remainder of this description summarizes:

- ***Additional mechanics*** relevant to the debt securities under normal circumstances, such as how you transfer ownership and
- Your rights under several ***special situations***, such as if we merge with another company or if we want to change a term of t
- ***Restrictive covenants*** contained in the indenture which specify particular business actions that we promise not to take. Part may have additional restrictive covenants.
- Our right to release ourselves from all or some of our obligations under the debt securities and the indenture by a process c
- Your rights if we ***default*** or experience other financial difficulties.
- Our relationship with the trustee.

Additional Mechanics

Form, Exchange and Registration of Transfer

We will issue the debt securities:

- only in fully registered form;

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- without interest coupons; and
- unless otherwise indicated in the prospectus supplement, in minimum denominations of $2,000 and any integral multiple o *302)*

You may have your debt securities broken into more debt securities of smaller denominations of not less than $2,000 or combined denominations, as long as the total principal amount is not changed. *(section 305)* This is called an exchange.

You may exchange or register a transfer of debt securities at the office of the trustee. The trustee acts as our agent for registering d holders and registering transfers of debt securities. We may change this appointment to another entity or perform it ourselves. The entity the list of registered direct holders is called the security registrar. It will also register transfers. *(section 305)* You may also replace lost, s that office. *(section 306)* The trustee's agent may require an indemnity before replacing any debt securities.

You will not be required to pay a service charge to register a transfer of debt securities or to exchange debt securities, but you may other governmental charge associated with the transfer or exchange. The security registrar will make the registration of transfer or excha proof of ownership. *(section 305)*

If we have designated additional trustees, they are named in the prospectus supplement. We may cancel the designation of any par approve a change in the office through which any trustee acts. *(section 1002)*

If the debt securities are redeemable and we redeem less than all of the debt securities of a particular series, we may block the issu exchange of debt securities during the period beginning 15 days before the day we mail the notice of redemption and ending on the day o the list of holders to prepare the mailing. We may also refuse to register transfers or exchanges of debt securities selected for redemption permit transfers and exchanges of the unredeemed portion of any debt security being partially redeemed. *(section 305)*

The rules for exchange described above apply to exchange of debt securities for other debt securities of the same series and tenor.

Payment and Paying Agents

We will pay interest to you on each date interest is due if you are a direct holder listed in the trustee's records at the close of busin of each due date for interest, even if you no longer own the debt security on the interest due date. That particular day is called the regular prospectus supplement. *(section 307)* Holders buying and selling debt securities must work out between them how to compensate for the for an interest period to the one who is the registered holder on the regular record date.

Unless otherwise stated in the prospectus supplement, we will pay interest, principal and any other money due on the debt securiti the trustee in New York City. *(section 1002)* That office is currently located at 100 Wall Street, 16th floor, New York, New York 10005. have your payments picked up at or wired from that office. We may also choose to pay interest by mailing checks.

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Street name and other indirect holders should consult their banks or brokers for information on how they will receive payments.

We may also arrange for additional payment offices, and may cancel or change these offices, including our use of the trustee's co are called paying agents. We may also choose to act as our own paying agent. We must notify you of changes in the paying agents for an series. *(section 1002)*

Notices

We and the trustee will send notices regarding the debt securities only to direct holders, using their addresses as listed in the truste

All paying agents must return to us upon our request all money paid by us that remains unclaimed two years after the amount is du year period, you may look only to us for payment and not to the trustee, any other paying agent or anyone else. *(section 1003)*

Special Situations

Mergers and Similar Events

We may consolidate or merge with another company or firm. We may also sell or lease substantially all of our assets to another fi all of the assets of another firm. However, we may not take any of these actions unless the following conditions, among others, are met:

- We are the surviving entity or, when we merge out of existence or sell or lease substantially all our assets, the other firm m liability company, partnership or trust organized under the laws of a U.S. state or the District of Columbia or under Federal responsible for the debt securities.
- The merger, sale of assets or other transaction must not cause a default on the debt securities, and we must not already be in transaction would cure the default. For purposes of this no-default test, a default would include an event of default, as descr Remedies—Events of Default—What is an Event of Default", that has occurred and not been cured. A default for this purp occurrence of any event that would be an event of default if we received the required notice of our default or if under the in an event of default after existing for a specific period of time.
- It is possible that the merger, sale of assets or other transaction would cause some of our property to become subject to a m giving lenders preferential rights in that property over other lenders or over our general creditors if we fail to pay them back preferential rights, as discussed under "—Restrictive Covenants". If a merger or other transaction would create any liens on comply with those restrictive covenants. We would do this either by deciding that the liens were permitted, or by following covenants to grant an equivalent or higher-ranking lien to you and the other direct holders of the debt securities on the same *801)*

If the conditions described above are satisfied with respect to any series of debt securities, we will not need to obtain the approval securities in order to merge or consolidate or to sell our assets. Also, these conditions will apply only if we wish to merge or consolidate substantially all of our assets to another entity. We will not need to satisfy these conditions if we enter into other types of transactions, in we acquire the stock or assets of another entity, any transaction that involves a change of control but in which we do not merge or consol we sell less than substantially all of our assets. It is possible that this type of transaction may result in a reduction in our credit rating, ma may impair our financial condition. However, you will have no approval right with respect to any transaction of this type.

Modification and Waiver

There are three types of changes we can make to the indenture and the debt securities.

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Changes Requiring Your Approval. First, there are changes that cannot be made to your debt securities without your specific appr types of changes:

- change the payment due date of any installment of the principal or any premium or interest on a debt security stated in the
- reduce any amounts due on a debt security;
- reduce the amount of principal payable upon acceleration of the maturity of an original issue discount debt security followi
- change the place or currency of payment on a debt security;
- impair your right to sue for payment;
- reduce the percentage of debt securities the holders of which must consent to modify or amend the indenture;
- reduce the percentage of debt securities the holders of which must consent to waive compliance with certain provisions of defaults; and
- modify any other aspect of the provisions dealing with modification and waiver of the indenture. *(section 902)*

Changes Requiring a Majority Vote. The second type of change to the indenture and the debt securities is the kind that requires a owning not less than a majority of the principal amount of the debt securities of the particular series affected. *(section 902)* Most changes we wish to obtain a waiver of all or part of the restrictive covenants described below, or a waiver of a past default. However, we cannot default or any other aspect of the indenture or the debt securities listed in the first category above under "—Changes Requiring Your App individual consent to the waiver. *(section 513)*

Changes Not Requiring Approval. The third type of change does not require any vote by holders of debt securities. This type is lim guarantee, corrections and clarifications and other changes that would not adversely affect holders of the debt securities. *(section 901)*

Further Details Concerning Voting. When taking a vote, we will use the following rules to decide how much principal amount to

- For original issue discount securities, we will use the principal amount that would be due and payable on the voting date if were accelerated to that date because of a default.
- For debt securities for which the principal amount is undetermined because, for example, it is based on an index, we will us debt security that we will describe in the prospectus supplement.
- For debt securities denominated in one or more foreign currencies or currency units, we will use the U.S. dollar equivalent.

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Debt securities will not be considered outstanding and therefore will not carry voting rights if we have deposited or set aside in tru
or redemption. Debt securities will also not be eligible to vote if they have been fully defeased as described under "—Defeasance—Full

We may set any day as a record date for the purpose of determining the direct holders of outstanding debt securities that are entitl
the indenture. *(section 301)* In some circumstances, the trustee may set a record date for action by direct holders.

Street name and other indirect holders should consult their banks or brokers for information on how approval may be granted or d
indenture or the debt securities or request a waiver.

Restrictive Covenants

*In the following description of restrictive covenants, we use several specialized terms without explaining the meaning when we us
which appear in **bold, italicized** type without quotation marks the first time they appear, in "—Definitions Relating to our Restrictive Co
subsection.*

Restrictions on Secured Debt. Some of our property may be subject to a mortgage or other legal mechanism that gives our lenders
over other lenders, including you and the other direct holders of the debt securities, or over our general creditors if we fail to pay them ba
called liens. Debt which is protected by these preferential rights is called secured debt. In the indenture, we promise that neither we nor o
any new secured debt that is secured by a lien on any of our or our domestic subsidiaries' ***principal domestic manufacturing properties***,
our domestic subsidiaries that own or lease a principal domestic manufacturing property, unless we grant an equivalent or higher-ranking
and the other direct holders of the debt securities.

We do not need to comply with this restriction if the amount of all debt that would be secured by liens on principal domestic manu
new debt, the debt securities which we would so secure as described in the previous sentence, and all ***attributable debt***, that results from
involving principal domestic manufacturing properties, is less than 10% of our ***consolidated net tangible assets***.

This restriction on secured debt does not apply to debt secured by certain types of liens, and we can disregard this secured debt wh
by this restriction. These types of liens are:

- liens on the property of any of our domestic subsidiaries, or on their shares of stock, if those liens existed at the time the co
subsidiary;
- with respect to any series of debt securities, any lien existing on the date of issuance of such debt securities;
- liens in favor of us or our domestic subsidiaries;
- liens in favor of U.S. governmental bodies that we granted in order to assure our payments to such bodies that we owe by l
entered into;
- liens in favor of any customer arising in respect of payments made by or on behalf of a customer for goods produced for, o
the ordinary course of business not exceeding the amount of those payments;

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- statutory liens, liens for taxes or assessments or governmental charges or levies not yet due or delinquent or which can be p contested in good faith, landlord's liens on leased property, easements and other liens of a similar nature;
- liens on property or shares of stock that existed at the time we acquired them, including property we may acquire through a that we granted in order to purchase the property, which are sometimes called purchase money mortgages; and
- debt secured by liens that extend, renew or replace any of these types of liens.

We and our subsidiaries may have as much unsecured debt as we may choose. *(section 1006)*

Restrictions on Sales and Leasebacks. We promise that neither we nor any of our domestic subsidiaries will enter into any sale an principal domestic manufacturing property, unless we comply with this restrictive covenant. A sale and leaseback transaction generally i domestic subsidiary and a bank, insurance company or other lender or investor where we or the domestic subsidiary sell a property to a l 120 days after the acquisition of the property or the completion of construction of the property and the beginning of its full operation and the lender.

We can comply with this restrictive covenant in either of two ways:

- First, we will be in compliance if we or our domestic subsidiary could grant a lien on the principal domestic manufacturing attributable debt for the sale and leaseback transaction without being required to grant an equivalent or higher-ranking lien of the debt securities under the restriction on secured debt described above.
- Second, we can comply if we retire an amount of our or any domestic subsidiary's ***funded debt*** which is not subordinated i outstanding debt securities, within 120 days of the transaction, equal to at least the net proceeds of the sale of the principal that we lease in the transaction or the fair market value of that property, subject to credits for voluntary retirements of debt the domestic subsidiary may make, whichever is greater.

This restriction on sales and leasebacks does not apply to any sale and leaseback transaction that is between us and one of our dom domestic subsidiaries, or that involves a lease for a period of three years or less. *(section 1007)*

Definitions Relating to our Restrictive Covenants. Following are the meanings of the terms that are important in understanding the described:

- *"Attributable debt"* means the total net amount of rent, discounted at 1% per annum over the weighted average yield to ma securities compounded semi-annually, that is required to be paid during the remaining term of any lease.
- *"Consolidated net tangible assets"* is the total amount of assets, less reserves and certain other permitted deductible items, liabilities and all goodwill, trade names, trademarks, patents, unamortized debt discounts and expenses and similar intangib on our most recent consolidated balance sheet and computed in accordance with generally accepted accounting principles.

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- A *"domestic subsidiary"* means any of our subsidiaries which transacts substantially all of its business in the United States assets located in the United States, or owns or leases principal domestic manufacturing property. However, a subsidiary wh our operations outside of the United States is not a domestic subsidiary. A subsidiary is a corporation in which we and/or o owns at least 50% of the voting stock, which is a kind of stock that ordinarily permits its owners to vote for the election of
- *"Funded debt"* means all debt for borrowed money that either has a maturity of 12 months or more from the date on which made or has a maturity of less than 12 months from that date but is by its terms renewable or extendible beyond 12 months borrower.
- A *"principal domestic manufacturing property"* is any building or other structure or facility, and the land on which it sits a use primarily for manufacturing, processing or warehousing, that is located in the United States and that has a gross book v consolidated net tangible assets, other than a building, structure or other facility that our board of directors has determined total business that we and our subsidiaries conduct or a building or structure which is financed by obligations issued by a st the U.S., or any political subdivision of any of the foregoing, or the District of Columbia, the interest of which is excludabl under provisions of the tax code.

Defeasance

The following discussion of full defeasance and covenant defeasance will be applicable to your debt securities only if we choose t securities of that series. If we do so choose, we will state that in the prospectus supplement. *(section 1301)*

Full Defeasance. If there is a change in federal tax law, as described below, we can legally release ourselves from any payment or securities of a series if we put in place other arrangements for you to be repaid. This is called full defeasance. In order to achieve full def

- We must deposit in trust for your benefit and the benefit of all other direct holders of the debt securities of the series any co government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal and any c securities of that series on their various due dates.
- There must be a change in current federal tax law or an IRS ruling that lets us make the above deposit without causing you any differently than if we did not make the deposit and just repaid the debt securities ourselves. (Under current federal tax l release from the debt securities would be treated as though we took back your debt securities and gave you your share of th deposited in trust. In that event, you could recognize gain or loss on the debt securities you give back to us.)
- We must deliver to the trustee a legal opinion of our counsel confirming the tax law change described above.

If we ever did accomplish full defeasance, as described above, you would have to rely solely on the trust deposit for repayment or look to us for repayment in the unlikely event of any shortfall. *(sections 1302 and 1304)*

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Covenant Defeasance. Under current federal tax law, we can make the same type of deposit described above and be released from in the debt securities. This is called covenant defeasance. In that event, you would lose the protection of those restrictive covenants but w money and securities set aside in trust to repay the debt securities. In order to achieve covenant defeasance of the debt securities of a seri

- We must deposit in trust for your benefit and the benefit of all other direct holders of the debt securities of the series any co government or U.S. government agency notes or bonds that will generate enough cash to make interest, principal and any o securities on their various due dates.
- We must deliver to the trustee a legal opinion of our counsel confirming that under current federal income tax law we may causing you to be taxed on the debt securities any differently than if we did not make the deposit and just repaid the debt se

If we accomplish covenant defeasance, the following provisions of the indenture and the debt securities would no longer apply:

- Our promises regarding conduct of our business previously described under "—Restrictive Covenants", and any other cove securities of the series and described in the prospectus supplement.
- The condition regarding the treatment of liens when we merge or engage in similar transactions, as described under "—Spe Similar Events".
- The events of default relating to breach of covenants and acceleration of the maturity of other debt, described below under of Default—What Is an Event of Default?"

If we accomplish covenant defeasance, you can still look to us for repayment of the debt securities if there were a shortfall in the t remaining events of default occurred, such as our bankruptcy, and the debt securities become immediately due and payable, there may be deposit. *(sections 1303 and 1304)*

Default and Remedies—Events of Default

You will have special rights if an event of default occurs and is not cured, as described later in this subsection.

What Is an Event of Default?

The term event of default with respect to your series of debt securities means any of the following:

- We do not pay the principal or any premium on a debt security of your series on its due date.
- We do not pay interest on a debt security of your series within 30 days of its due date.
- We do not deposit money into a separate custodial account known as a sinking fund when such deposit is due, if we agreed debt securities and other debt securities of the same series.
- We remain in breach of either of the restrictive covenants described under "—Restrictive Covenants" or any other covenan 90 days after we receive a notice of default stating we are in breach. The notice must be sent by either the trustee or direct h principal amount of debt securities of the affected series.

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- We file for bankruptcy or other specific events of bankruptcy, insolvency or reorganization occur.
- Any other event of default described in the prospectus supplement occurs. *(section 501)*

Remedies if an Event of Default Occurs.

If an event of default has occurred and has not been cured, the trustee or the direct holders of at least 25% in principal amount of t the affected series may declare the entire principal amount of all the debt securities of that series to be due and immediately payable. Thi acceleration of maturity. The direct holders of at least a majority in principal amount of the debt securities of the affected series may can maturity. *(section 502)*

Except in cases of default, where the trustee has some special duties, the trustee is not required to take any action under the indent unless the direct holders offer the trustee reasonable protection, called an indemnity, against expenses and liability. *(section 603)* If reaso direct holders of a majority in principal amount of the outstanding debt securities of the relevant series may direct the time, method and p other formal legal action seeking any remedy available to the trustee. These majority direct holders may also direct the trustee in perform indenture. *(section 512)*

Before you bypass the trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or debt securities, the following must occur:

- You must give the trustee written notice that an event of default has occurred and remains uncured.
- The direct holders of at least 25% in principal amount of all outstanding debt securities of the relevant series must make a w action because of the default, and must offer indemnity reasonably satisfactory to the trustee against the cost and other liab
- The trustee must have not received from direct holders of a majority in principal amount of the outstanding debt securities inconsistent with the written notice.
- The trustee must have not taken action for 60 days after receipt of the above notice and offer of indemnity. *(section 507)*

However, you are entitled at any time to bring a lawsuit for the payment of money due on your debt security on or after its due da

Street name and other indirect holders should consult their banks or brokers for information on how to give notice or direction to and to make or cancel a declaration of acceleration.

We will furnish to the trustee every year a written statement of our officers certifying that to their knowledge we are in compliance securities, or else specifying any default. *(section 1004)*

Our Relationship with the Trustee

U.S. Bank Trust National Association is the trustee under the indenture. The trustee performs services for us in the ordinary cours

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LEGAL OWNERSHIP AND BOOK-ENTRY ISSUANCE

Street Name and Other Indirect Holders

We generally will not recognize investors who hold debt securities in accounts at banks or brokers as legal holders of debt securiti holding in street name. Instead, we would recognize only the bank or broker, or the financial institution the bank or broker uses to hold it intermediary banks, brokers and other financial institutions pass along principal, interest and other payments on the debt securities, either their customer agreements or because they are legally required to. If you hold debt securities in street name, you should check with your

- how it handles securities payments and notices;
- whether it imposes fees or charges;
- how it would handle voting if ever required;
- whether and how you can instruct it to send you debt securities registered in your own name so you can be a direct holder a
- how it would pursue rights under the debt securities if there were a default or other event triggering the need for holders to

Direct Holders

Our obligations, as well as the obligations of the trustee and those of any third parties employed by us or the trustee, run only to p holders of debt securities, i.e., those who are registered as holders of debt securities. As noted above, we do not have obligations to you i through other indirect means, either because you choose to hold debt securities in that manner or because we issued the debt securities in described below. For example, once we make payment to the registered holder, we have no further responsibility for the payment even if required to pass the payment along to you as a street name customer but does not do so.

Global Securities

What is a Global Security? A global security is a special type of indirectly held security, as described above under "—Street Nam we choose to issue debt securities in the form of global securities only, the ultimate beneficial owners can only be indirect holders. We d security be registered in the name of a financial institution or clearing system, or their nominee, that we select and by requiring that the d security not be transferred to the name of any other direct holder unless the special circumstances described below occur. The financial in holder of the global security is called the depository. The Depository Trust Company, New York, New York, known as DTC, may be a d debt securities. For information regarding DTC, see "—Considerations Relating to DTC".

Any person wishing to own a debt security included in a global security must do so indirectly by virtue of an account with a broke institution that in turn has an account with the depository. The prospectus supplement indicates whether we will issue your debt securitie securities.

Special Investor Considerations for Global Securities. The account rules of your financial institution and the rules of the depositor to securities transfers, will govern your rights as an indirect holder of a global security. We will not recognize you as a registered holder deal only with the depository that holds the global security.

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You should be aware that if debt securities are issued only in the form of global securities:

- You cannot have debt securities registered in your own name.
- You cannot receive physical certificates for your interest in the debt securities.
- You will be a street name holder and must look to your own bank or broker for payments on the debt securities and protect the debt securities. See "—Street Name and Other Indirect Holders".
- You may not be able to sell interests in the debt securities to some insurance companies and other institutions that are requi as direct holders.
- The depository's policies will govern payments, transfers, exchange and other matters relating to your interest in the global change from time to time. We and the trustee have no responsibility for any aspect of the depository's actions or for its rec global security. We and the trustee also do not supervise the depository in any way.
- Financial institutions that participate in the depositary's book-entry system and through which investors hold their interests indirectly, may also have their own policies affecting payments, deliveries, transfers, exchanges, notices and other matters those policies may change from time to time. We do not monitor and are not responsible for the policies or actions or recor those intermediaries.
- The depository will require that you purchase or sell interests in a global security within its system using same-day funds f

Special Situations When a Global Security will be Terminated. In a few special situations described below, the trustee will termina exchange interests in it for separate certificates representing debt securities. After that exchange, the choice of whether to hold debt secur be up to you. You must consult your own bank or broker to find out how to have your interests in the debt securities transferred to your direct holder. We previously described the rights of street name investors and direct holders in the debt securities in the subsections entit Indirect Holders" and "—Direct Holders".

The special situations for termination of a global security are:

- When the depository notifies us that it is unwilling, unable or no longer qualified to continue as depository,
- When we notify the trustee that we wish to terminate the global security, or
- When an event of default on the debt securities has occurred and has not been cured. Defaults are discussed under "Descrip Offer—Default and Remedies—Events of Default".

The prospectus supplement may also list additional situations for terminating a global security that would apply only to the particu covered by the prospectus supplement. When a global security terminates, the depository, and not we or the trustee, is responsible for de that will be the initial direct holders. *(sections 204 and 305)*

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Considerations Relating to DTC. DTC has informed us that it is a limited-purpose trust company organized under the New York I organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" wit Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act of 1934. D participants deposit with DTC. DTC also facilitates the settlement among DTC participants of securities transactions, such as transfers ar through electronic computerized book-entry changes in DTC participants' accounts, thereby eliminating the need for physical movement include securities brokers and dealers, banks, trust companies and clearing corporations, and may include other organizations. Indirect ac available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a parti The rules applicable to DTC and DTC participants are on file with the Securities and Exchange Commission.

Purchases of securities within the DTC system must be made by or through DTC participants, which will receive a credit for the s ownership interest of each actual purchaser of the notes, which we refer to as the "beneficial owner," is in turn to be recorded on the DT owners will not receive written confirmation from DTC of their purchase, but beneficial owners are expected to receive written confirma transactions, as well as periodic statements of their holdings from the direct or indirect DTC participant through which the beneficial own Transfers of ownership interests in the global notes will be effected only through entries made on the books of DTC participants acting o Beneficial owners will not receive certificates representing their ownership interests in the global notes, except in the event that use of th discontinued.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC will be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and th Cede & Co. or such other nominee will not change the beneficial ownership of the securities. DTC has no knowledge of the actual benef DTC's records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be t participants are responsible for keeping account of their holdings on behalf of their customers.

Redemption notices will be sent to DTC. If less than all of the securities of a particular series are being redeemed, DTC's practice of the interest of each direct participant in the securities of such series to be redeemed.

In instances in which a vote is required, neither DTC nor Cede & Co. will itself consent or vote with respect to the securities. Und mail an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rig whose accounts such securities are credited on the record date (identified in a listing attached to the omnibus proxy).

Distribution payments on the securities will be made by the trustee to Cede & Co., as nominee of DTC. DTC's practice is to credi DTC's receipt of funds and corresponding detail information from us on the payment date in accordance with their respective holdings sh by participants to beneficial owners will be governed by standing instructions and customary practices and will be the responsibility of su the trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions to DT trustee, and disbursements of such payment to the beneficial owners are the responsibility of direct and indirect participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to responsibility for the accuracy thereof. We do not have any responsibility for the performance by DTC or its participants of their respecti or under the rules and procedures governing their respective operations.

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PLAN OF DISTRIBUTION

We may sell debt securities:

- to or through underwriting syndicates represented by managing underwriters;
- through one or more underwriters without a syndicate for them to offer and sell to the public;
- through dealers or agents; and
- directly to investors.

The debt securities we distribute by any of these methods may be sold to the public, in one or more transactions, either:

- at a fixed price or prices, which may be changed;
- at market prices prevailing at the time of sale;
- at prices related to prevailing market prices; or
- at negotiated prices.

We may sell debt securities from time to time to one or more underwriters, who would purchase the securities as principal for resa commitment or best-efforts basis. If we sell debt securities to underwriters, we may execute an underwriting agreement with them at the the applicable prospectus supplement. In connection with those sales, underwriters may be deemed to have received compensation from discounts or commissions and may also receive commissions from purchasers of the debt securities for whom they may act as agents. Un securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from commissions from purchasers for whom they may act as agents. The prospectus supplement will include any required information about to underwriters, and any discounts, concessions or commissions underwriters allow to participating dealers, in connection with an offerin

We may solicit offers to purchase debt securities directly from the public from time to time. We may also designate agents from ti purchase debt securities from the public on our behalf. If required, the prospectus supplement relating to any particular offering of debt s designated to solicit offers, and will include information about any commissions we may pay the agents, in that offering. Agents may be that term is defined in the Securities Act.

From time to time, we may sell debt securities to one or more dealers acting as principals. The dealers, who may be deemed to be defined in the Securities Act, may then resell those debt securities to the public.

Any underwriter or agent involved in the offer and sale of any debt securities will be named in the prospectus supplement.

Underwriters, agents and dealers may be entitled, under agreements with us, to indemnification against certain civil liabilities, inc Securities Act.

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Each series of debt securities will be a new issue, and there will be no established trading market for any debt security prior to its
not required to, list a particular series of debt securities on a securities exchange or quotation system. Any underwriters to whom we sell
may make a market in those debt securities. However, no such underwriter that makes a market will be obligated to do so, and any of the
without notice. No assurance can be given as to the liquidity or trading market for any of the debt securities.

Unless otherwise indicated in your prospectus supplement or confirmation of sale, the purchase price of the debt securities will be
available funds in New York City.

In connection with an offering, the underwriters may purchase and sell debt securities in the open market. These transactions may
transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number
required to purchase in an offering. Stabilizing transactions consist of certain bids or purchases made for the purpose of preventing or ret
of the debt securities while an offering is in progress.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of
by it because the underwriters have repurchased debt securities sold by or for the account of that underwriter in stabilizing or short-cover

These activities by the underwriters may stabilize, maintain or otherwise affect the market price of the debt securities. As a result,
be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by th
transactions may be effected on an exchange or automated quotation system, if the debt securities are listed on that exchange or admitted
quotation system, or in the over-the-counter market or otherwise.

Underwriters, dealers and agents may engage in transactions with or perform services for us in the ordinary course of their busines

VALIDITY OF DEBT SECURITIES

Unless otherwise specified in a prospectus supplement, Celia A. Colbert, our Senior Vice President, Secretary and Assistant Gene
validity of the debt securities for us. As of December 1, 2009, Ms. Colbert owned, directly or indirectly, 18,301.9093 shares of our comm
to purchase 108,812 additional shares of our common stock.

EXPERTS

The financial statements incorporated in this prospectus by reference to the Current Report on Form 8-K dated May 20, 2009 of M
Merck Sharp & Dohme Corp.) and management's assessment of the effectiveness of internal control over financial reporting (which is in
Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K of Merck &
December 31, 2008 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered publi
authority of said firm as experts in auditing and accounting.

The consolidated financial statements, the related financial statement schedule, incorporated in this prospectus by reference from
known as Merck & Co., Inc.) and subsidiaries' ("Schering- Plough") Annual Report on Form 10-K for the year ended December 31, 200
Schering-Plough's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered publ
their reports, which are

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incorporated herein by reference. Such reports (1) express an unqualified opinion on the consolidated financial statements and the related included an explanatory paragraph regarding Schering-Plough's adoption of Statement of Financial Accounting Standards No. 158, Emp Benefit Pension and Other Postretirement Plans, and Financial Accounting Standards Board Interpretation No. 48, Accounting for Uncer (2) express an unqualified opinion on the effectiveness of internal control over financial reporting. Such financial statements and financia incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

With respect to the unaudited interim financial information for the periods ended March 31, 2009, June 30, 2009 and September 3 herein by reference, Deloitte & Touche LLP, an independent registered public accounting firm, have applied limited procedures in accor Public Company Accounting Oversight Board (United States) for a review of such information. However, as stated in their reports, inclu Reports on Form 10-Q for the quarters ended March 31, 2009, June 30, 2009 and September 30, 2009, and incorporated by reference her not express an opinion on that interim financial information. Accordingly, the degree of reliance on their report on such information shou limited nature of the review procedures applied. Deloitte & Touche LLP are not subject to the liability provisions of Section 11 of the Se on the unaudited interim financial information because that report is not a "report" or a "part" of the Registration Statement prepared or c the meaning of Sections 7 and 11 of the Act.

The combined financial statements of the Merck/Schering-Plough cholesterol partnership incorporated in this prospectus by refere Merck & Co., Inc.'s (now known as Merck Sharp & Dohme Corp.) Annual Reports on Form 10-K for the year ended December 31, 2008 Touche LLP, independent auditors, as stated in their report which is incorporated herein by reference. Such combined financial statemen reliance upon the report of such firm given their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We are a reporting company under the Exchange Act and file annual, quarterly and current reports, proxy statements and other inf You may read and copy any materials filed with the Commission at the Commission's Public Reference Room at 100 F Street, N.E., Wa obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330. Also, the Commissio contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the obtain any documents that we file electronically with the Commission at the Commission's Internet web site, http://www.sec.gov, or thro Exchange, 20 Broad Street, New York, New York 10005, on which our common stock is listed. In addition, you may request copies of th telephoning us at the following address: Corporate Secretary, Merck & Co., Inc., One Merck Drive, Whitehouse Station, NJ 08889-0100 web site.

We have filed with the Commission a registration statement on Form S-3 relating to the securities covered by this prospectus. This registration statement and does not contain all the information in the registration statement. Whenever a reference is made in this prospec to a contract or other document filed or incorporated by reference as an exhibit to our registration statement, the reference is only a summ other document, you should refer to the exhibits that are a part of the registration statement or incorporated by reference into the registrat Current Report on Form 8-K or otherwise. You may review a copy of the registration statement and the documents we incorporate by ref Reference Room in Washington, D.C., as well as through the Commission's Internet web site as listed above.

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You may obtain historical information regarding Old Merck through the methods indicated above. Certain Exchange Act filings o reference in this prospectus as set forth in more detail below under “Incorporation of Certain Documents by Reference”. Any Exchange A the date of this prospectus will be incorporated by reference into this prospectus only to the extent that such reports expressly state that th into this prospectus.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, as filed by Merck & Co., Inc., formerly known as Schering-Plough Corporation, (IRS Employer Identif (“Merck”) with the Commission (File No. 1-06571) pursuant to the Exchange Act are incorporated by reference in this prospectus: (a) A fiscal year ended December 31, 2008; (b) Quarterly Reports on Form 10-Q for the quarters ended March 31, 2009, June 30, 2009 and Se Reports on Form 8-K filed on January 20, 2009, February 3, 2009, March 9, 2009, March 11, 2009, April 21, 2009, July 24, 2009, Septe 2009 (as amended on November 18, 2009).

The following documents, as filed by Merck Sharp & Dohme Corp., formerly known as Merck & Co., Inc., (IRS Employer Identi (“Old Merck”) with the Commission (File No. 1-03305) pursuant to the Exchange Act are incorporated by reference in this prospectus: (the fiscal year ended December 31, 2008 (excluding Items 6, 7 and 8 and the Notes to the Consolidated Financial Statements, which are included in the Current Report on Form 8-K filed by Old Merck on May 20, 2009); (b) Quarterly Reports on Form 10-Q for the quarters 2009 and September 30, 2009 and (c) Current Reports on Form 8-K filed on February 11, 2009, February 24, 2009 (as amended on May 2009, March 10, 2009, May 12, 2009, May 20, 2009, June 22, 2009, June 25, 2009, July 1, 2009, July 31, 2009, September 21, 2009 and

Also, all documents filed by Merck with the Commission under File No. 1-06571 pursuant to Sections 13(a), 13(c), 14, or 15(d) o Current Reports or portions thereof furnished under Item 2.02 or Item 7.01 under Form 8-K) after the date of this prospectus and prior to which this prospectus relates shall be deemed to be incorporated by reference herein and to be a part hereof from the date of such filing. document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes here contained herein or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference herein modifies o such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectu

Merck will provide, without charge, copies of any document incorporated by reference into this prospectus, excluding exhibits oth incorporated by reference in this prospectus. You can obtain a copy of any document incorporated by reference by writing or calling Mer as follows:

Merck & Co., Inc.
P.O. Box 100—WS 3AB-40
Whitehouse Station, NJ 08889-0100 USA
908-423-7845
Attention: Stockholder Services Department

Information on Merck’s web site is not part of this prospectus, and you should not rely on that information in making your investm information is also in this prospectus or has been expressly incorporated by reference into this prospectus.

Prospectus Supplement

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$2,000,000,000

Merck & Co., Inc.

$850,000,000 2.250% Notes due 2016
$1,150,000,000 3.875% Notes due 2021

Joint Book-Running Managers

BofA Merrill Lynch
J.P. Morgan
Citi

Co-Managers

Prospectus Supplement

BNP PARIBAS
Credit Suisse
Goldman, Sachs & Co.
Morgan Stanley
HSBC
RBS
The Williams Capital Group, L.P.

December 7, 2010