

01-27-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE 1



102348732

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shire US Inc. 1-21-23

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (New Jersey), Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Purdue Products L.P.

Internal

Address:

Street Address: One Stamford Forum

City: Stamford State: CT Zip: 06901

Individual(s) citizenship

Association

General Partnership

Limited Partnership Delaware

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 12/27/2002

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s) 670133, 1396386, 654710, 1143080

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter Mendelson

Internal Address: Purdue Products L.P.

Street Address: One Stamford Forum

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 111749

DO NOT USE THIS SPACE

9. Signature.

Peter Mendelson Name of Person Signing

[Signature] Signature

01/13/2003 Date

Total number of pages including cover sheet, attachments, and document: 4 plus duplicate cover sheet for fee processing

01/24/2003 DIAZ1 00000049 111749 670133

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 CH 02 FC:8522 75.00 CH

TRADEMARK REEL: 002658 FRAME: 0439

OFFICE OF PATENT RECORDS

TRADEMARK ASSIGNMENT

This Trademark Assignment is made pursuant to the terms of the Asset Purchase Agreement, dated November 16, 2002, as amended on December 21, 2002 (the "Agreement"), by and between Purdue Products L.P., a Delaware limited partnership ("Assignee") and Shire US Inc., a New Jersey corporation ("Assignor"), and in consideration of the good and valuable consideration as recited in the Agreement, the receipt and adequacy of which are hereby acknowledged.

WHEREAS, Assignor is, either itself or through its direct or indirect subsidiaries and affiliates, the owner of the entire right, title and interest in and to the trademarks set forth on the attached Exhibit "A" (hereinafter the "Trademarks") in the United States and Canada, the goodwill of the business symbolized thereby and the applications or registrations relating to the Trademarks; and

WHEREAS, Assignee desires to acquire Assignor's, and its direct or indirect subsidiaries' and affiliates' entire right, title and interest in and to the Trademarks in the United States as identified on Exhibit A, the goodwill of the business symbolized thereby, and all applications or registrations relating to the Trademarks in the United States and Canada.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor agrees as follows:

1. Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest of Assignor in and to the Trademarks in the United States and Canada as identified on Exhibit A together with the goodwill of the business symbolized thereby and the applications or registrations relating to the Trademarks in the United States and Canada.

2. Assignor covenants and agrees that it will, upon request, execute (including appropriate notarization and legalization) and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, all of Assignor's right, title and interest to the Trademarks in the United States and Canada, including the goodwill of the business in connection with which the Trademarks are used and all applications or registrations for the Trademarks.

3. If Assignee elects to record any document or transfer, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of
this 27th day of December, 2002.

SHIRE US INC.

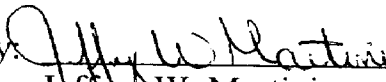
By: 
Jeffrey W. Martini
Treasurer

Exhibit A to Trademark Assignment

Mark	Country	Reg. No.	Owner
COLACE	U.S.	670133	Shire US Inc.
COLACE CAPSULE (Design only)	U.S.	1396386	Shire US Inc.
PERI-COLACE	U.S.	654710	Shire US Inc.
SLOW-MAG	U.S.	1143080	Shire US Inc.
SLOW-MAG	Canada	TMA483896	Shire US Inc.
Design of Sun and Mountain on Slow-Mag package	Not registered	Not registered	Shire US Inc.
The Mineral of the Millennium	Not registered	Not registered	Shire US Inc.

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