

03-10-2004



To the Honorable Commissioner c

102689971

1 original documents or copy thereof.

1. Name of conveying party(ies): 3-5-04
Amarin Corporation plc
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other England and Wales company

2. Name and address of receiving party(ies)
Name: Valeant Pharmaceuticals International
Internal Address: _____
Street Address: 3300 Hyland Avenue
City: Costa Mesa State: CA Zip: 92626
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 25, 2004

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/192,513
78/315,060

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James J. Murphy
Internal Address: Winstead Sechrest & Minick P.C.
Street Address: P.O. Box 50784
City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2426

DO NOT USE THIS SPACE

9. Signature.

James J. Murphy
Name of Person Signing

James J. Murphy
Signature

3-3-04
Date

Total number of pages including cover sheet, attachments, and document: 8

03/09/2004 GTDM11 00000047 78192513

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

01 FC:8521
02 FC:8522

40.00 OP
25.00 DP

Express Mail Label
No. EL 859423743 US

TRADEMARK
REEL: 002924 FRAME: 0424

Dated February 25, 2004

**AMARIN CORPORATION PLC
(as Assignor)**

**VALEANT PHARMACEUTICALS INTERNATIONAL
(as Assignee)**

TRADE MARK ASSIGNMENT

relating to

the assignment of the trade marks set out in Schedule 1

Express Mail Label
No. EL 859423743 US

TRADE MARK ASSIGNMENT

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THIS AGREEMENT is made on 25th February 2004

BETWEEN

- (1) **AMARIN CORPORATION PLC** (the “**Assignor**”), registered in England and Wales under company number 2353920) whose registered office is at 7 Curzon Street, London W1J 5HG; and
- (2) **VALEANT PHARMACEUTICALS INTERNATIONAL** (the “**Assignee**”), a Delaware corporation having its headquarters at 3300 Hyland Avenue, Costa Mesa, California 92626

BACKGROUND

- (A) The Assignor has agreed to assign the Marks to the Assignee on the following terms and conditions.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement where the context admits:

“**Marks**” means the trade mark applications and the registered trade marks set out in Schedule 1, including any goodwill or common law rights that are attached to the same and all rights to receive payments and other benefits in relation to the same.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) any reference to a Clause or Schedule is to the relevant clause or schedule of or to this Agreement;
- (b) the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) use of the singular includes the plural and vice versa;
- (d) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
- (e) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(f) reference to a party includes its successors and permitted assigns.

1.3 Schedules

The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedule.

2. ASSIGNMENT

The Assignor now assigns the Marks to the Assignee, including:

- (a) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Marks, irrespective of when such infringement occurred or occurs;
- (b) all rights to claim priority from the Marks;
- (c) all rights to any extensions, renewals or amendments to the Marks, and
- (d) all goodwill or common law rights that are attached to the same,

to hold the same to the Assignee, its successors and assigns absolutely.

3. CONSIDERATION

In consideration for the assignment in Clause 2, the Assignee pays the sum of US \$1.00 to the Assignor (receipt of which is now acknowledged by the Assignor).

4. VAT

Any sum payable under this Agreement is exclusive of any amount in respect of applicable VAT or other sales tax.

5. FURTHER ASSISTANCE BY THE ASSIGNOR

Confirmation of Ownership

The Assignor shall promptly do all such things and execute all such documents as may be reasonably required by the Assignee for the purpose of:

- (a) perfecting or confirming the Assignee's ownership of the Marks in accordance with Clause 2;
- (b) ensuring that the Assignee is recorded as the registered proprietor of the Marks with all relevant trade mark registries; and
- (c) giving the Assignee the full benefit of this Agreement.

6. GOVERNING LAW AND JURISDICTION

6.1 Governing Law

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (EXCLUSIVE OF CONFLICTS OF LAW PRINCIPLES) AND THE FEDERAL GOVERNMENT OF THE UNITED STATES OF AMERICA.

6.2 Jurisdiction

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts within the State of California regarding any claim, dispute or matter arising under or in connection with this document.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date stated at the beginning.

SCHEDULE 1**THE MARKS****A) BONTRIL**

Country	Date of Registration	Registration No./Application No.	Classes
USA	January 6, 2004	78192513	IC 005. US 006 018 044 046 051 052

Owner: Amarin Corporation plc

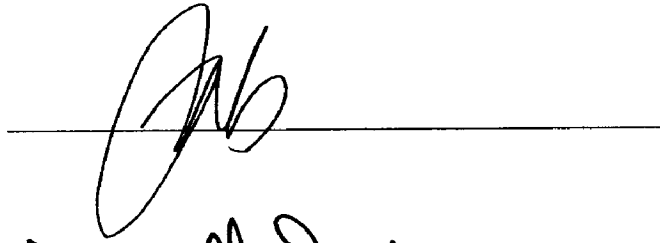
B) CAPITAL

Country	Date of Registration	Registration No./Application No.	Classes
USA	PENDING	78315060	IC 005. US 006 018 044 046 051 052.

Owner: Amarin Corporation plc

SIGNATORIES

Signed by
(director)
for and on behalf of
AMARIN CORPORATION PLC



Signed by
(authorised officer)
for and on behalf of
**VALEANT PHARMACEUTICALS
INTERNATIONAL**



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