TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-----------------------------|
| Amarin Corporation PLC | | 102/25/2004 | CORPORATION: UNITED KINGDOM |

RECEIVING PARTY DATA

| Name: | Valeant Pharmaceuticals International | |
|-------------------|---------------------------------------|--|
| Street Address: | 3300 Hyland Ave. | |
| Internal Address: | Legal Dept. | |
| City: | Costa Mesa | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92626 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Serial Number: | 78315060 | CAPITAL |
| Registration Number: | 2802394 | BONTRIL |

CORRESPONDENCE DATA

Fax Number: (714)641-7274

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-545-0100

Email: mhmarshall@valeant.com

Correspondent Name: Matt Marshall
Address Line 1: 3300 Hyland Ave.
Address Line 2: Legal Dept.

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: AMARIN CORP

NAME OF SUBMITTER: Matt Marshall

Total Attachments: 7

TRADEMARK REEL: 002927 FRAME: 0924

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TRADEMARK REEL: 002927 FRAME: 0925 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

TRADE MARK ASSIGNMENT

TRADEMARK REEL: 002927 FRAME: 0926

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| ~-~ | N. (50) W. | _ |

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

TRADE MARK ASSIGNMENT

TRADEMARK REEL: 002927 FRAME: 0928 (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.

TRADE MARK ASSIGNMENT

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.

TRADE MARK ASSIGNMENT

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



DALLAS_1\3926293\2 41519-2 02/19/2004

RECORDED: 09/01/2004

TRADE MARK ASSIGNMENT