

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Axcan Cooperatieve (Invest) U.A.		06/30/2008	Cooperative: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Axcan Pharma Inc.		
<b>Street Address:</b>	597 Laurier Boulevard		
<b>City:</b>	Mont-Saint-Hilaire		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	Quebec J3H 6C4		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0681724	BENTYL	
Registration Number:	1155249	CARAFATE	
Registration Number:	1572831	CARAFATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)728-2841		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.596.9000		
<b>Email:</b>	tmfilings@fishneave.com		
<b>Correspondent Name:</b>	Inna Barmash, Esq.		
<b>Address Line 1:</b>	Ropes & Gray LLP		
<b>Address Line 2:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	105444-8001-010		

CH \$90.00 0681724

DOMESTIC REPRESENTATIVE

Name: Inna Barmash, Esq.  
Address Line 1: Ropes & Gray LLP  
Address Line 2: 1211 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036-8704

NAME OF SUBMITTER:	Inna Barmash
Signature:	/Inna Barmash/
Date:	10/22/2008

Total Attachments: 7  
source=AxcnCooperatievetoAxcnPharma#page1.tif  
source=AxcnCooperatievetoAxcnPharma#page2.tif  
source=AxcnCooperatievetoAxcnPharma#page3.tif  
source=AxcnCooperatievetoAxcnPharma#page4.tif  
source=AxcnCooperatievetoAxcnPharma#page5.tif  
source=AxcnCooperatievetoAxcnPharma#page6.tif  
source=AxcnCooperatievetoAxcnPharma#page7.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of June 30 2008, by and between Axcan Coöperatieve (Invest) U.A. ("Assignor") having its principal place of business at Fred. Roeskestraat 123, 1076 EE Amsterdam, and Axcan Pharma Inc., a Canadian corporation having its principal place of business at 597 Laurier Boulevard, Mont-Saint-Hilaire, Quebec J3H 6C4 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, trademark registrations and applications listed on the attached Schedule 1 (collectively referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire all right, title and interest in all Trademarks; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

IN WITNESS WHEREOF, the undersigned has caused this Trademark  
Assignment to be duly executed and delivered as of the date first written above.

AXCAN COÖPERATIEVE (INVEST) U.A.

By:   
Name: David Mims  
Title: Manager

By: \_\_\_\_\_  
Name: R. Arendsen  
Title: Manager

*[Signature Page to Trademark Assignment]*

ACKNOWLEDGMENT

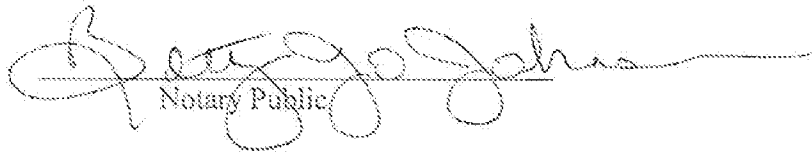
STATE OF ALABAMA )

SS: )

COUNTY OF JEFFERSON )

On this 26<sup>th</sup> day of June, 2008, before me personally came

David Mims, who being by me duly sworn did depose and say that he is a  
Manager of Axcan Cooperative (Invest) U.A., the company described in and which executed  
the foregoing assignment; that he signed his name to the foregoing assignment; and that he was  
authorized by said corporation to sign this name thereto.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 19, 2010  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS


*[Acknowledgment to Trademark Assignment]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark  
Assignment to be duly executed and delivered as of the date first written above.

AXCAN COÖPERATIEVE (INVEST) U.A.

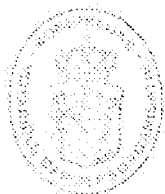
By: \_\_\_\_\_  
Name: David Mims  
Title: Manager

By:

  
\_\_\_\_\_  
Name: R. Arendsen  
Title: Manager

*{Signature Page to Trademark Assignment}*

**TRADEMARK**  
**REEL: 003875 FRAME: 0154**



**STATEMENT**

Pieter Gerard van Druten, civil law notary, officiating in Amsterdam, the Netherlands,

hereby certifies that:

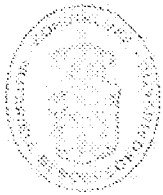
the signature appearing on the attached document is the true and genuine signature of:

- Ronald Arendsen, born in Nijkerk, the Netherlands, on the 12<sup>th</sup> day of May 1967, residing in 2013HD Haarlem, the Netherlands, Leidsevaart 126, holder of a passport with number NJ9067743, issued by the mayor of Maasdriel, valid until the 2<sup>nd</sup> day of September 2010.

According to the registration with the Trade Register of the Dutch Chamber of Commerce under number 34305153, Ronald Arendsen is a management board member B of Axcan Coöperatieve (Invest) U.A., a Dutch cooperative, having its official seat in Amsterdam, the Netherlands, and its office address in 1076EE Amsterdam, the Netherlands, Fred. Roeskestraat 123 (the "Company"), and as such, according to the aforementioned registration, fully entitled to represent the Company jointly with a management board member A, and to sign the attached document on behalf of the Company.

It should be noted that under Dutch corporate law, there are certain exceptions to the general principle that a person who deals with a company, acting in good faith, may rely on the information on such company that is registered with the trade register, which information is the basis of our statements above.

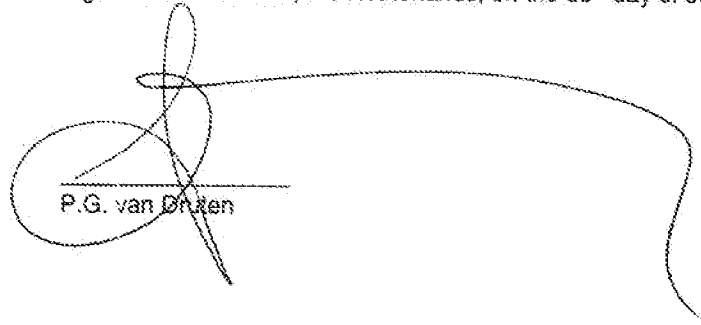
This certificate may only be relied upon on the express condition that any issues of interpretation or liability there under will be governed by Dutch law and be brought exclusively before a Dutch Court and is subject to the General Terms and Conditions



of Loyens & Loeff N.V. (lawyers, tax advisors and civil law notaries)<sup>1</sup> which include a limitation of liability clause.

This statement explicitly contains no judgement as to the contents of this document.

Signed in Amsterdam, the Netherlands, on the 30<sup>th</sup> day of June 2008.



P.G. van Drielen

---

<sup>1</sup> These conditions were deposited with the Registry of the Rotterdam District Court on 26 October 2006 under number 90/2006 and can be found at <http://www.loyensloeff.com>.



Schedule 1  
Trademarks

United States

<u>Trademark</u>	<u>U.S. Reg. No.</u>
Bentyl	0,681,724
Carafate	1,155,249
Carafate (Logo)	1,572,831

Puerto Rico

<u>Trademark</u>	<u>U.S. Reg. No.</u>
Bentyl	23,551