

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Warner Chilcott Company, LLC		07/01/2010	LIMITED LIABILITY COMPANY: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alvogen IPCO S.a.r.l.		
<b>Street Address:</b>	14, rue Erasme L-2082		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Entity Type:</b>	societe a responsabilite limitee: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1492883	MACROBID	
Registration Number:	1262183		
Registration Number:	0843999	MACRODANTIN	
Registration Number:	1246810	MACRODANTIN	
Registration Number:	1252117		
Registration Number:	1239148	MACRODANTIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)916-2940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nytrademark@daypitney.com		
<b>Correspondent Name:</b>	Day Pitney LLP		
<b>Address Line 1:</b>	7 Times Square		
<b>Address Line 2:</b>	Day Pitney LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	702875.000260		

CH \$165.00 1492883

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Justin Welch
Signature:	/justin welch/
Date:	10/12/2010

Total Attachments: 5

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ASSIGNMENT OF PATENTS AND BRAND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND BRAND TRADEMARKS (this "Assignment") is made as of the 1st day of July, 2010, by and between **Warner Chilcott Company, LLC**, a company organized under the laws of Puerto Rico (hereinafter, "Assignor") and **Alvogen IPCO S.a.r.l.**, a societe a responsabilite limitee, existing under the law of Luxembourg (hereinafter "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

W I T N E S S E T H

WHEREAS, Assignor is engaged in manufacturing, distributing, marketing and selling the Products in the Territory; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Products, including right, title, and interest in and to the Patents and Brand Trademarks (as detailed on Schedule I hereto) in the Territory;

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee, and Assignee hereby accepts the sale, assignment, and transfer of, all right, title and interest in and to:

- (i) the Brand Trademarks;
- (ii) the Patents;
- (iii) the goodwill of Seller's business connected with the use of the Patents and Brand Trademark;
- (iv) all rights of priority and renewals;
- (v) and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith; and
- (vi) except as limited hereto and by the Asset Purchase Agreement, all other rights, including common law rights, relating to the Patents and Brand Trademarks in the Territory to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take such further actions as Assignee may reasonably request in order to register and/or record this Assignment at the appropriate registries and to demonstrate Assignee's title to the Patents and Brand Trademarks or in order to prosecute any of the pending applications included in the Patents and Brand Trademarks.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the parties hereto under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment

conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Purchased Intellectual Property as contemplated by the Purchase Agreement.

Except as expressly provided in the Asset Purchase Agreement, the Assignor makes no representations, warranties, express or implied, with respect to the Patents or Brand Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents of the United States and Commissioner of Trademarks of the United States and any other official of any applicable Governmental Entity or internet domain name registrar, to issue any and all registrations from any and all applications for registration included in the Patents and Brand Trademarks to and in the name of Assignee.

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to jurisdiction as set forth in Section 13.9 of the Asset Purchase Agreement.

This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**ALVOGEN IPCO S.a.r.l.**



By: \_\_\_\_\_

Name: Douglas L. Drysdale

Title: CEO of Alvogen Group, Inc. an authorized  
signatory

**WARNER CHILCOTT COMPANY, LLC**

By: \_\_\_\_\_

Name: Max Torres

Title: Vice President and General Manager,  
Business Operations, Puerto Rico and  
Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

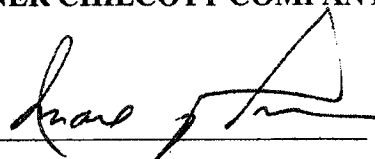
**ALVOGEN IPCO S.a.r.l.**

By: \_\_\_\_\_

Name: Douglas L. Drysdale

Title: CEO of Alvogen Group, Inc. an authorized  
signatory

**WARNER CHILCOTT COMPANY, LLC**

By:  \_\_\_\_\_

Name: Max Torres

Title: Vice President and General Manager,  
Business Operations, Puerto Rico and  
Treasurer

SCHEDULE I

BRAND TRADEMARKS

Macrobid Trademark:	Registration Number - 1492883 Application Number - 7369244
Macrochantin Trademark:	Registration Number - 1,262,183 Application Number - 73-345583
	Registration Number - 843999 Application Number - 72-280521
	Registration Number - 1,246,810 Application Number - 73341386
	Registration Number - 1,252,117 Application Number - 73341388
	Registration Number - 1,239,148 Application Number - 73-341387

PATENTS

U.S. Patent No. 5,332,832

filing date: August 11, 1992  
 earliest filing date: July 25, 1989  
 issue date: July 26, 1994  
 named inventors: Frederick D. Cazer, Michael J. Kane, Barry  
 L. Scott and Vijay Shahi  
 expiration date: July 26, 2011