

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|---------------------|
| Watson Laboratories, Inc., | | 06/14/2013 | CORPORATION: NEVADA |

RECEIVING PARTY DATA

| | |
|--------------------------|-----------------------------|
| Name: | Actavis, Inc. |
| Street Address: | 400 Interpace Parkway |
| Internal Address: | Morris Corporate Center III |
| City: | Parsippany |
| State/Country: | NEW JERSEY |
| Postal Code: | 07054 |
| Entity Type: | CORPORATION: NEVADA |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 74034321 | LEVORA |
| Serial Number: | 74536810 | NECON |
| Serial Number: | 76453576 | NECON 777 |
| Serial Number: | 75477571 | OGESTREL |
| Serial Number: | 74399273 | TRIVORA |
| Serial Number: | 74393575 | ZOVIA |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 862-261-7000

Email: matthew.brady@actavis.com

Correspondent Name: Actavis, Inc.

Address Line 1: 400 Interpace Parkway

Address Line 2: Morris Corporate Center III

CH \$165.00 74034321

Address Line 4: Parsippany, NEW JERSEY 07054

ATTORNEY DOCKET NUMBER:

WLI TO ACT

NAME OF SUBMITTER:

Matthew O. Brady

Signature:

/s/

Date:

06/17/2013

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, effective as of June 14, 2013 (this "Assignment"), is made from Watson Laboratories, Inc., a Nevada corporation, having offices at 311 Bonnie Circle, Corona, California 92880 ("Assignor"), to Actavis, Inc., a Nevada corporation, having its principal executive offices at 400 Interpace Parkway, Parsippany, New Jersey 07054 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto, and all goodwill associated therewith (the "Assigned Trademarks"), and Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, its successors, legal representatives and assigns, and Assignee has agreed to purchase, take delivery of, and acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

ASSIGNOR HEREBY sells, conveys, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Assigned Trademarks together with the goodwill of the business symbolized by the Assigned Trademarks, including, without limitation, the right to sue and recover for, and the right to profits, penalties or damages due to accrued arising out of or in connection with any and all past, present and future infringements, dilution or other unauthorized use of the Assigned Trademarks and related goodwill, in each case, subject to all other corresponding rights, claims and privileges secured under the laws of the United States;

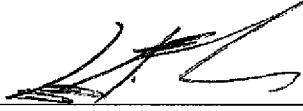
ASSIGNOR HEREBY authorizes and requests, as necessary, the Commissioner for Trademarks of the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks registered in the United States Patent and Trademark Office; and

ASSIGNOR HEREBY grants the attorney of record the power to insert on this Assignment any further identification of the Assigned Trademarks that is necessary under the rules of the United States Patent and Trademark Office for recordation of this Assignment, and agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Patent and Trademark Office.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the date written above.


Watson Laboratories, Inc.,

By: 
Name: David A. Buchen
Title: Chief Legal Officer - Global

State of New Jersey }
County of Morris } ss

On 6/14/13 before me, Kristy Ayers-Curelaru, Notary Public, personally appeared David Buchen, proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

[SEAL]

KRISTY ANN AYERS-CURELARU
NOTARY PUBLIC OF NEW JERSEY
ID # 2398932
My Commission Expires 8/2/2015

SCHEDULE A

TRADEMARKS

| <u>TRADEMARK</u> | <u>APPLICATION NUMBER</u> | <u>FILING DATE</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|------------------|-------------------------------|------------------------|--------------------------------|------------------------------|
| LEVORA | 74034321 | 3/5/1990 | 1746284 | 1/12/1993 |
| NECON | 74536810 | 6/13/1994 | 1984578 | 7/2/1996 |
| NECON 777 | 76453576 | 9/23/2002 | 2811539 | 2/3/2004 |
| OGESTREL | 75477571 | 5/1/1998 | 2441297 | 4/3/2001 |
| TRIVORA | 74399273 | 6/4/1993 | 1865534 | 12/6/1994 |
| ZOVIA | 74393575 | 6/24/1993 | 1993743 | 8/13/1996 |