

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		10/01/2013	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Warner Chilcott Company, LLC
Street Address:	100 Enterprise Drive
Internal Address:	c/o Warner Chilcott Corporation
City:	Rockaway
State/Country:	NEW JERSEY
Postal Code:	07866
Entity Type:	LIMITED LIABILITY COMPANY: PUERTO RICO

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2215222	ACTONEL
Registration Number:	2276687	
Registration Number:	1861603	
Registration Number:	2241428	
Registration Number:	3946064	ATELVIA
Registration Number:	3064589	
Registration Number:	4372504	DELZICOL
Registration Number:	1075363	DIDRONEL
Registration Number:	1259073	DORYX
Registration Number:	1080176	DURICEF
Registration Number:	2713780	ENABLEX
Registration Number:	3419825	XV
Registration Number:	1134417	ERYC

OP \$865.00 2215222

Registration Number:	976274	ESTRACE
Registration Number:	1431700	ESTROSTEP
Registration Number:	3234156	FEMCON
Registration Number:	2289177	FEMHRT
Registration Number:	3060848	FEMTRACE
Registration Number:	3183367	FORUM ON FRACTURES
Registration Number:	3139086	INSIGHTS & ANSWERS
Registration Number:	1156945	LOESTRIN
Registration Number:	4015290	LO LOESTRIN FE
Registration Number:	347322	MANDELAMINE
Registration Number:	1362813	MOISTUREL
Registration Number:	1017856	OVCON
Registration Number:	2693164	OVCON
Registration Number:	2470102	SARAFEM
Registration Number:	3400258	D
Registration Number:	3051516	THE SPINAL AUTHORITY
Registration Number:	3454263	VITAROS
Registration Number:	2467064	WARNER CHILCOTT
Registration Number:	2450567	W C
Registration Number:	2988791	WC WARNER CHILCOTT
Registration Number:	2467073	WC WARNER CHILCOTT

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-370-4761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	10/09/2013

Total Attachments: 7

TRADEMARK
REEL: 005128 FRAME: 0771

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 1, 2013 and granted by BANK OF AMERICA, N.A. (the “Collateral Agent”), in its capacity as collateral agent pursuant to that certain Credit Agreement dated as of March 17, 2011 and amended as of August 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among WARNER CHILCOTT HOLDINGS COMPANY III, LIMITED, a company organized under the laws of Bermuda, WC LUXCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the “Luxco Borrower”), WARNER CHILCOTT CORPORATION, a Delaware corporation (the “US Borrower”), WARNER CHILCOTT COMPANY, LLC, a limited liability company organized under the laws of Puerto Rico (the “PR Borrower”), each lender from time to time party thereto, and the Collateral Agent as Administrative Agent, Swing Line Lender and L/C Issuer in favor of the US Borrower, the Luxco Borrower, the PR Borrower, the Persons listed on the signature pages of the Domestic Security Agreement and the Additional Grantors (as defined in the Domestic Security Agreement) (collectively, the “Grantors”). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of March 17, 2011 (as amended, amended and restated, supplemented or otherwise modified), among certain of the Grantors and the Collateral Agent (the “Trademark Security Agreement”), the Grantors pledged to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks, trademark applications, and licenses set forth on Schedule I hereto, the goodwill associated therewith, and all products and proceeds of the foregoing, including without limitation any claim by Grantors against third parties for past, present or future infringement, misappropriation, violation, dilution, misuse, or breach with respect to any of the foregoing (collectively, the “Trademarks”); and

WHEREAS, the Grantors have repaid the Credit Agreement in its entirety and satisfied all Obligations thereunder and the Collateral Agent has agreed to release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantors have satisfied all Obligations thereunder, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademarks, in each case without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks, the Collateral Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (in-

cluding, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

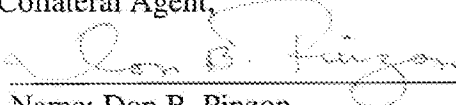
This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Collateral Agent,

By:



Name: Don B. Pinzon

Title: Vice President

[WCCL Trademark Release]

TRADEMARK
REEL: 005128 FRAME: 0775

Schedule I**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ACTONEL	2,215,222	29-Dec-1998
ACTONEL (Human Tree Device 97 bw)	2,276,687	7-Sep-99
ASACOL (Des. of Colon & Hexagon)	1,861,603	8-Nov-94
ASACOL (Reddish brown tablet)	2,241,428	27-Apr-1999
ATELVIA	3,946,064	12-April-2011
CIRCLE W/SWEEPING HALF CIRCLE PILL DESIGN	3,064,589	28-Feb-2006
DELZICOL	4,372,504	23-July-2013
DIDRONEL	1,075,363	18-Oct-77
DORYX	1,259,073	29-Nov-1983
DURICEF	1,080,176	27-Dec-1977
ENABLEX	2,713,780	06-May-2003
 "ENABLEX LOGO"	3,419,825	29-Aug-2008
ERYC	1,134,417	06-May-1980
ESTRACE	976,274	08-Jan-1974
ESTROSTEP	1,431,700	10-Mar-1987
FEMCON	3,234,156	24-Apr-2007
FEMHRT	2,289,177	26-Oct-1999
FEMTRACE	3,060,848	21-Feb-2006
FORUM ON FRACTURES	3,183,367	12-Dec-2006
INSIGHTS & ANSWERS	3,139,086	05-Sep-06
LOESTRIN	1,156,945	09-Jun-1981
LOESTRIN (registered in Puerto Rico)	25,772	06-Sep-1984
LO LOESTRIN FE & Design	4,015,290	23-Aug-2011
MANDELAMINE	347,322	22-Jun-1937
MOISTUREL	1,362,813	01-Oct-1985
OVCON	1,017,856	12-Aug-1975
OVCON & DESIGN	2,693,164	04-Mar-2003
SARAFEM	2,470,102	17-Jul-2001
TABLET DESIGN-D SHAPED	3,400,258	18-Mar-2008
THE SPINAL AUTHORITY	3,051,516	24-Jan-06
VITAROS	3,454,263	24-Jun-2008
WARNER CHILCOTT	2,467,064	10-Jul-2001

TRADEMARK	REG. NO.	REG. DATE
WC Design (B&W)	2,450,567	15-May-2001
WC WARNER CHILCOTT Design (Blue)	2,988,791	30-Aug-2005
WC WARNER CHILCOTT Design (B&W0 Old)	2,467,073	10-Jul-2001

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
License Agreement as amended, supplemented or modified as of the date hereof including, without limitation, Amendment Number 1 dated September 13, 1985; Amendment Number 2 dated April 2, 1997; and Amendment Number 3 dated May 18, 1998	Warner Chilcott Company, LLC (“WCCL”) (successor in interest to Procter & Gamble Pharmaceuticals, Inc., successor in interest to Norwich Eaton Pharmaceuticals) / Tillotts Pharma AG (successor in interest to Tillotts Laboratories)	May 22, 1984	Right to use Asacol
License Agreement as amended, supplemented or modified as of the date hereof	NexMed Inc. / WCCL	February 3, 2009	Right to use Accudose