

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Fiance, LLC		06/27/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Actavis Holdco US, Inc.		
Street Address:	400 Interpace Parkway		
Internal Address:	Morris Corporate Center III		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4032436	AMETHIA	
Registration Number:	3600154	AZURETTE	
Registration Number:	3652644	CAZIANANT	
Registration Number:	2998666	LEENA	
Registration Number:	1746284	LEVORA	
Registration Number:	2371732	LOW-OGESTREL	
Registration Number:	3096791	LUTERA	
Registration Number:	2598441	MICROGESTIN	
Registration Number:	1984578	NECON	
Registration Number:	2811539	NECON 777	
Registration Number:	3195109	SRONYX	
Registration Number:	1865534	TRIVORA	
Registration Number:	3884222	ZARAH	
Registration Number:	1993743	ZOVIA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$365.00 4032436

Phone: 714.246.4500
Email: matthew.brady@allergan.com
Correspondent Name: Matthew O. Brady
Address Line 1: 2525 Dupont Drive
Address Line 2: Allergan
Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER: Matthew O. Brady

SIGNATURE: /s/

DATE SIGNED: 07/26/2016

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of June 27, 2016 (such date, the “Effective Date”, and such agreement, this “IP Assignment”), is entered into by and between Allergan Finance, LLC (f/k/a Actavis, Inc.) (“Assignor”) and Actavis Holdco US, Inc. (“Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Master Purchase Agreement, dated as of July 26, 2015 (the “Master Purchase Agreement”), by and between Allergan plc (“Allergan Parent”) and Teva Pharmaceutical Industries Ltd. (“Teva”), as it may be amended from time to time.

WITNESSETH:

WHEREAS, Allergan Parent and Teva have entered into that certain Master Purchase Agreement, pursuant to which Teva agreed to indirectly acquire and assume the Acquired Assets through the acquisition of the outstanding equity interests of certain Controlled Affiliates of Allergan Parent;

WHEREAS, Assignor owns the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A (such owned Intellectual Property, the “Assigned IP”); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned IP and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned IP, together with (a) all goodwill of the business associated with or symbolized by the Assigned IP, (b) all common law rights in, and all rights derived from, the Assigned IP and all registrations that may be granted thereon, and any renewals thereof and (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned IP, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Scope of Assignment. The parties hereto agree that certain of the Assigned IP may be jointly owned by Assignor and third parties and that assignment of such Assigned IP may require the consent of such third parties. Therefore, notwithstanding anything to the contrary contained herein, this Agreement shall not constitute an agreement to assign or transfer any Assigned IP if an assignment or transfer thereof, without the consent of a third-party joint owner thereof, would constitute a breach or a violation of any agreement with such joint owner or

would be ineffective under, or would constitute a violation of, any applicable law (and such consent is not obtained at or prior to the Effective Date).

3. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned IP and recordation and/or registration of this IP Assignment or any other document evidencing the assignment to Assignee of the Assigned IP. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned IP and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this IP Assignment.

4. Entire Agreement. This IP Assignment, together with the Master Purchase Agreement, constitutes the sole and entire agreement of the parties to this IP Assignment with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter. To the extent of any conflict between this IP Assignment and the Master Purchase Agreement with respect to Intellectual Property, the Master Purchase Agreement will govern.


5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. General Provisions. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment. Neither this IP Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment with effect as of the Effective Date.


ALLERGAN FINANCE, LLC

By:  _____

Name: A. Robert D. Bailey

Title: President

ACTAVIS HOLDCO US, INC.

By:  _____

Name: A. Robert D. Bailey

Title: President

Schedule A

ASSIGNED IP

Trademark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
AMETHIA	Canada	1545933	27-Sep-11		
AMETHIA	United States of America	85048077	26-May-10	4032436	27-Sep-11
AMETHIA	United States of America	78893196	25-May-06		
AZURETTE	United States of America	78555788	28-Jan-05	3600154	31-Mar-09
CAZIAN	United States of America	78612508	20-Apr-05	3652644	7-Jul-09
LEENA	United States of America	76505310	9-Apr-03	2998666	20-Sep-05
LEVORA	Canada	1545932	27-Sep-11		
LEVORA	United States of America	74034321	5-Mar-90	1746284	12-Jan-93
LOW-OGESTREL	United States of America	75600524	1-Dec-98	2371732	25-Jul-00
LUTERA	Canada	1545934	27-Sep-11	TMA899656	26-Mar-15
LUTERA	United States of America	78522018	23-Nov-04	3096791	23-May-06
MICROGESTIN	United States of America	75697147	4-May-99	2598441	23-Jul-02
NECON	United States of America	74536810	13-Jun-94	1984578	2-Jul-96
NECON 777	United States of America	76453576	23-Sep-02	2811539	3-Feb-04
SRONYX	United States of America	78612498	20-Apr-05	3195109	2-Jan-07
TRIVORA	Canada	1545929	27-Sep-11	TMA854706	8-Jul-13
TRIVORA	United States of America	74399273	4-Jun-93	1865534	6-Dec-94
ZARAH	Canada	1511422	10-Jan-11	914787	22-Sep-15
ZARAH	South Africa	28697	10-Nov-11	2011/28697	10-Nov-11
ZARAH	United States of America	77899616	22-Dec-09	3884222	30-Nov-10
ZOVIA	United States of America	74393575	24-May-93	1993743	13-Aug-96