



To the Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):
Warner Chilcott (Bermuda) Limited

- Individual(s)
- General Partnership
- Corporation-State (A Bermuda Corporation)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?
 Yes No

101082563

Name and address of receiving party(ies):

Name: Warner Chilcott PLC

Street Address: Lincoln House, Lincoln Place

City: Dublin 2 State Ireland ZIP _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ireland
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: January 1, 1998

6-25-99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

572,767; 1,134,417; 347,322; and 718,487

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dolores Moro-Grossman, Esq.
Fitzpatrick, Cella, Harper & Scinto
30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2295

Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): . . . \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number - Please charge any underpayments or overpayments to
Deposit Account No. 06-1205

(Attach duplicate copy of this page if paying by deposit account):

06/28/1999 NTHA11 00000100 572767

DO NOT USE THIS SPACE

01 PG:481 Statement and signature. 40.00 OP
02 PG:482 75.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dolores Moro-Grossman
Name of Person Signing

Dolores Moro-Grossman
Signature

6/24/99
Date

Total number of pages including cover sheet, attachments, and documents:

2367.8015



TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: **CHOLEDYL**)
)
 Registration No.: 572767)
)
 Registration Date: March 31, 1953)
)
 Assignee: Warner Chilcott PLC)
)
 Int. Class: 5)

Assistant Commissioner for Trademarks
 2900 Crystal Drive
 Arlington, VA 22202-3513
 BOX ASSIGNMENTS - FEE

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Dolores Moro-Grossman and Fitzpatrick, Cella, Harper & Scinto, whose postal address is 30 Rockefeller Plaza, New York, New York 10112, are hereby designated as Registrant's representative on whom notice or process in proceedings affecting this above-captioned registration may be served.

POWER OF ATTORNEY

Assignee hereby appoints Dolores Moro-Grossman and Fitzpatrick, Cella, Harper & Scinto, its attorney to transact all business in the United States Patent and Trademark Office in connection with the subject assignment.

Please direct all correspondence concerning this assignment to:

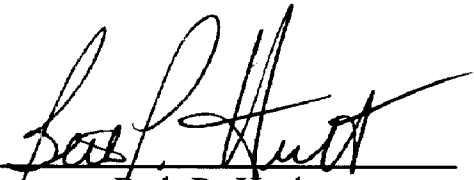
Dolores Moro-Grossman, Esq.
Fitzpatrick, Cella, Harper & Scinto
30 Rockefeller Plaza
New York, NY 10112
(212) 218-2295

DECLARATION

Beth P. Hecht, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the assignment, declares: that she is the Assistant Secretary of Warner Chilcott PLC; that she believes said corporation to be the assignee of the trademark sought to be assigned; that to the best of her knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in the identical form or in such near resemblance thereto as to be likely, when applied to the goods of such other person, to cause confusion, or to cause mistake, or to deceive; that the trademark is now in use in interstate commerce; that the facts set forth

herein are true, and that all statements made of her own knowledge are true and all statements made on information and belief are believed to be true.

Date: June 21, 1999

By: 
Name: Beth P. Hecht
Title: Assistant Secretary,
Warner Chilcott PLC

NY_MAIN 8308 v 7

WARNER CHILCOTT (BERMUDA) LIMITED

AND

WARNER CHILCOTT PLC (WC PLC)

AND

WARNER CHILCOTT INC. (WCI)

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on January 1, 1998.

BETWEEN:

- (1) **WARNER CHILCOTT (BERMUDA) LIMITED.**, a Bermudian company organised and existing under the laws of Bermuda with a registered office at Clarendon House, Church Street, Hamilton Bermuda ("WCB") and
- (2) **WARNER CHILCOTT PUBLIC LIMITED COMPANY**, a company incorporated in Ireland having its registered office at Lincoln House, Lincoln Place, Dublin 2, Ireland (WC PLC) and
- (2) **WARNER CHILCOTT INC.**, a company incorporated in Delaware, USA having its registered office at Rockaway, New Jersey ("WCI").

RECITALS:

- A. WCB is beneficially entitled to the Trademarks, Registrations and Contracts relation to three products, Cholelyl SA, Eryc and Mandelamine as described in Schedule 1 (the "PRODUCTS") subject to an Asset Purchase Agreement between WCB and Warner-Lambert Company dated June 26 1997 (the "Agreement").

NOW IT IS HEREBY AGREED AS FOLLOWS:

CLAUSE 1 - ASSIGNMENT

- 1.1 Subject to the terms of this Agreement, WCB assigns all right, title and interest in the PRODUCTS to WC PLC.
- 1.2 Subject to the terms of this Agreement, WC PLC further assigns all right, title and interest in the PRODUCTS to WCI.

CLAUSE 2 - FINANCIAL PROVISIONS

- 2.1 In consideration of the assignment of the PRODUCTS to WC PLC under this Agreement, WC PLC shall pay the sum of \$7,726,247 to WCB. Payment may be made by way of a reduction in inter-company indebtedness.
- 2.2 In order to effect the further assignment of the PRODUCTS to WCI, WC PLC will make a capital contribution to WCI in the amount of \$7,726,247 to WCI.
- 2.3 All payments due hereunder shall be made in US Dollars.

CLAUSE 3 - REPRESENTATIONS

- 3.1 WCB represents to WC PLC and WCI the following:
 - 3.1.1 WCB is duly and validly existing in the jurisdiction of its incorporation and each other jurisdiction in which the conduct of its business requires such qualification, and is in compliance with all applicable laws, rules, regulations or orders relating to its business and assets;
 - 3.1.2 WCB has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; this Agreement has been duly executed and delivered by WCB and constitutes the legal and valid obligations of WCB and is enforceable against WCB in accordance with its terms. and the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate or result in a default under or creation of lien or encumbrance under WCB's memorandum and articles of association or other organic documents, any material agreement or instrument binding upon or affecting WCB or its properties or assets or any applicable laws, rules, regulations or orders affecting WCB or its properties or assets;
 - 3.1.3 WCB is not in material default of its memorandum and articles of association or similar organic documents, any applicable material laws or regulations or any material contract or agreement binding upon or affecting it or its properties or assets and the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not result in any such violation.

3.2 WCI represents to WCB and WC PLC the following:

3.2.1 WCI is duly and validly existing in the jurisdiction of its incorporation and each other jurisdiction in which the conduct of its business requires such qualification, and is in compliance with all applicable laws, rules, regulations or orders relating to its business and assets.

3.2.2 WCI has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; this Agreement has been duly executed and delivered by WCI and constitutes the legal and valid obligations of WCI and is enforceable against WCI in accordance with its terms; and the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate or result in a default under or creation of lien or encumbrance under WCI's certificate of incorporation, by-laws or other organic documents, any material agreement or instrument binding upon or affecting WCI or its properties or assets or any applicable laws, rules, regulations or orders affecting WCI or its properties or assets;

3.2.3 WCI is not in material default of its charter or by-laws, any applicable laws or regulations or any material contract or agreement binding upon or affecting it or its properties or assets and the execution, delivery and performance of this letter agreement and the transactions contemplated hereby will not result in any such violation; and

3.3 WC PLC represents to WCB and WCI the following:

3.3.1 WC PLC is duly and validly existing in the jurisdiction of its incorporation and each other jurisdiction in which the conduct of its business requires such qualification, and is in compliance with all applicable laws, rules, regulations or orders relating to its business and assets.

3.3.2 WC PLC has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; this Agreement has been duly executed and delivered by WC PLC and constitutes the legal and valid obligations of WC PLC and is enforceable against WC PLC in accordance with its terms; and the execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate or result in a default under or creation of lien or encumbrance under WC PLC's certificate of incorporation, by-laws or other organic documents, any material agreement or instrument binding upon or affecting WC PLC or its properties or assets or any applicable laws, rules, regulations or orders affecting WC PLC or its properties or assets;

3.3.3 WC PLC is not in material default of its charter or by-laws, any applicable laws or regulations or any material contract or agreement binding upon or affecting it or its properties or assets and the execution, delivery and performance of this letter agreement and the transactions contemplated hereby will not result in any such violation; and

CLAUSE 4 - MISCELLANEOUS PROVISIONS

4.1 Parties bound:

This Agreement shall be binding upon and enure for the benefit of parties hereto, their successors and permitted assigns.

4.2 Severability:

If any provision in this Agreement is agreed by the parties to be, or is deemed to be, or becomes invalid, illegal, void or unenforceable under any law that is applicable hereto:

4.2.1 such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be deleted, with effect from the date of such agreement or deletion or such earlier date as the parties may agree; and

4.2.2 the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

4.3 Force Majeure:

Neither party to this Agreement shall be liable for delay in the performance of any of its obligations hereunder if such delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, strikes, acts of war, intervention of a government authority, or non-availability of raw materials, but any such delay or failure shall be remedied by such party as soon as practicable.

4.4 Relationship of the Parties:

Nothing contained in this Agreement is intended or is to be construed to constitute WCB, WC PLC and WCI as partners or members of a joint venture or either party as an employee of the other. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

4.5 **Amendments:**

No amendment, modification or addition hereto shall be effective or binding on either party unless set forth in writing and executed by a duly authorised representative of both parties.

4.6 **Waiver:**

No waiver of any right under this Agreement shall be deemed effective unless contained in a written document signed by the party charged with such waiver, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

4.7 **No effect on other agreements:**

No provision of this Agreement shall be construed so as to negate, modify or affect in any way the provisions of any other agreement between the parties unless specifically referred to, and solely to the extent provided, in any such other agreement.

4.8 **Governing law and jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of the Islands of Bermuda and the parties submit to the exclusive jurisdiction of the courts of the Islands of Bermuda.

4.9 **Notice:**

4.9.1 Any notice to be given under this Agreement shall be sent in writing in English by registered airmail or telecopied to:

WCB at

Warner Chilcott (Bermuda), Ltd.
102 St. James Court
Flatts
Smiths, FLO4
Bermuda

Attention.. President

Telefax. 1 441 292 2224

WC PLC care of

Warner Chilcott, plc
102 St. James's Court
Flatts
Smiths, FLO4
Bermuda

Attention. Mr. Kevin Insley

Telefax. 1 441 292 2224

WCI care of

Warner Chilcott Inc.
100 Enterprise Drive
Rockaway
NJ 07866
USA

Attention: Secretary

Telefax . (1) 973 442 3224

or to such other address(es) and telecopier numbers as may from time to time be notified by either party to the other hereunder.

4.9.2 Any notice sent by mail shall be deemed to have been delivered within 7 working days after despatch and any notice sent by telex or telecopy shall be deemed to have been delivered within 24 hours of the time of the despatch. Notice of change of address shall be effective upon receipt.

IN WITNESS of which the parties have executed this Agreement.

SCHEDULE 1

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADE NAMES

Choledyl - US Reg. No. 572767

Eryc -US Reg. No. 1134417

Mandelamine - US Reg. No. 347322

AZO Mandelamine – US Reg. No. 718487 7/18/61

Executed by **WCB**

By: 

Name: ILEVIN INSCEY

Title: VICE PRESIDENT

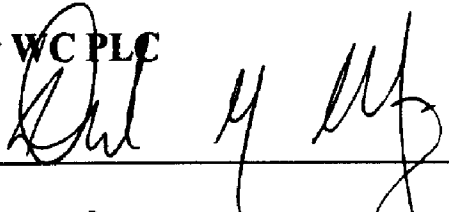
Executed by **WCI**

By: 

Name: William J. Poon

Title: VP Finance

Executed by **WC PLC**

By: 

Name: DAVID C. KELLY

Title: VP - SECRETARY