

10-06-1999

FORM PTO-1584 (Modified)
(Rev. 6-93)
OMB No. 0881-0011 (imp. A/B)
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TM&S&SVCS

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Docket No.:

2367.1000

101162399

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
 Warner Chilcott PLC

Individual(s)
 General Partnership
 Corporation-State Ireland
 Other

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



MRO
10-1-99

2. Name and address of receiving party(ies):
 Name: Warner Chilcott Inc.
 Internal Address: _____
 Street Address: 100 Enterprise Drive
 City: Rockaway State: NJ ZIP: 07866

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	572,767 1,134,417
	347,322 718,487

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Dolores Moro-Grossman
 Internal Address: Fitzpatrick, Cella, Harper & Scinto
 Street Address: 30 Rockefeller Plaza
 City: New York State: NY ZIP: 10112-3801

6. Total 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: 06-1205
 Any deficiency in the total fee should be charged to our deposit acct

10/04/1999 RTW11 6666257 572767

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
 02 FC:482 75.00 DP

9. Statement and signature.
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 [Signature] October 1, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 10

TRADEMARK

REEL: 001970 FRAME: 0094



WARNER CHILCOTT (BERMUDA) LIMITED

AND

WARNER CHILCOTT PLC (WC PLC)

AND

WARNER CHILCOTT INC. (WCI)

ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 001970 FRAME: 0095

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.

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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.

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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;**

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- 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.

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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

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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.

**TRADEMARK
REEL: 001970 FRAME: 0101**

Executed by WCB

By: [Signature]
Name: LEVIN INSEY
Title: VICE PRESIDENT

Executed by WCI

By: [Signature]
Name: William J. P...
Title: VP Finance

Executed by WC PLC

By: [Signature]
Name: DAVID C. KEZEL
Title: VP - SECRETARY

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SCHEDULE OF MARKS

<u>Mark</u>	<u>Registration No.</u>
CHOLEDYL	572,767
ERYC	1,134,417
MANDELAMINE	347,322
AZO-MANDELAMINE	718,487

RECORDED: 10/01/1999

**TRADEMARK
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