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U.S. DEPARTMENT OF COMMERCE

'R SHEET

Patent and Trademark Office Docket No. 14395.2160 To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Name and address of receiving party(les) Name of Conveying party(ies): Procter & Gamble Pharmaceuticals, Inc. Name: Dura Pharmaceuticals, Inc. ; □ Association Street Address: 7475 Lusk Boulevard ☐ Individual(s) ☐ General Partnership ■ Limited Partnership San Diego, California 9: □ Other ☐ Individual(s) citizenship: Association: Ohio ☐ General Partnership: Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No ☐ Limited Partnership: Nature of conveyance: ☐ Other: ☐ Merger ☐ Assignment ☐ Change of Name ☐ Security Agreement Additional name(s) & address(es) attached? ☐ Yes ☒ No ☑ Other: Correction of recordation of assignment. Correction of state of incorporation of Assignee Dura Pharmaceuticals, Inc. to Delaware. Previously recorded on January 19, 2000 at Reel/Frame: 2022/0962 Effective Date: August 28, 1996 Execution Date: December 21, 1999 Application number(s) or registration number(s): A. Trademark Application No.(s) Registration No.(s) 1,763,584 Additional numbers attached? ☐ Yes ☒ No Name and address of party to whom correspondence concerning Total number of applications and trademark registrations involved: 1 document should be mailed: Total fee (37 C.F.R. § 3.41): \$40.00 Carla B. Oakley ☑ Enclosed Brobeck, Phleger & Harrison LLP Authorized to be charged to deposit account, referencing Attorney Docket: Spear Street Tower 014395.2160 One Market San Francisco, CA 94105 Deposit account number: 02-3950 The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950, DO NOT USE THIS SPACE 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. Name: Carla B. Oakley June 27, 2001 Total number of pages comprising cover sheet, attachment and document: 3

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TRADEMARK REEL: 002324 FRAME: 0665

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: Procter & Gamble Pharmaceuticals, Inc.

Assignee: Dura Pharmaceuticals, Inc.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of the 28th day of August, 1996 is made by and between PROCTER & GAMBLE PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Ohio, with a principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202 ("ASSIGNOR"); and DURA PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 7475 Lusk Boulevard, San Diego, California 92121 ("ASSIGNEE");

BE IT KNOWN by these present, that:

WHEREAS, the said ASSIGNOR is the sole owner of all the trademark rights in and to the following, Trademark ("Trademark") and the registration therefor ("Registration") which have been issued by the United States Patent and Trademark Office:

Carbobid, Reg. No. 1,763,584

WHEREAS, ASSIGNOR desires to sell, transfer and assign to ASSIGNEE, all right, title and interest in and to the Trademark and Registration;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademark and the Registration;

NOW THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, ASSIGNOR DOES HEREBY ASSIGN unto ASSIGNEE all rights, title and interest in and to the Trademark and the Registration for the United States, together with all the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to sue and recover for damages and profits and all other remedies for past infringements thereof.

TO HAVE AND TO HOLD by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this transfer and assignment not been made.

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TRADEMARK REEL: 002324 FRAME: 0666 ASSIGNOR covenants and agrees that it will, without charge to ASSIGNEE, whenever so requested by ASSIGNEE, execute and deliver such further instruments and perform any other reasonable acts that ASSIGNEE may require as may be necessary or convenient for vesting in ASSIGNEE the full benefit of all the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR requests that this transfer of ownership be duly filed and recorded. ASSIGNEE does hereby accept this trademark assignment and requests the transfer of ownership be duly filed and recorded.

PHARMACEUTICALS

IN WITNESS WHEREOF, PROCTER & GAMBLE, INC. and DURA PHARMACEUTICALS, INC. have hereunto set their hands and seals this 2 day of 2 cem bec, 1999.

ASSIGNOR:

PHARMACEUTICALS

PROCTER & GAMBLE, INC.

Name/Title

David M. Moyer, Assistant Secretary

ASSIGNEE:

DURA PHARMACEUTICALS, INC.

Name/Title

Mitchell R. Woodbury

Senior Vice President and General Counsel

LA-110087.1

RECORDED: 07/02/2001

TRADEMARK REEL: 002324 FRAME: 0667