

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated as of September 28, 2001, is made by and between Roxane Laboratories, Inc., a Delaware corporation ("Assignor"), and Elan Pharma International Limited, a private limited company organized under the laws of the Republic of Ireland ("Assignee").

A. Assignor is making this Assignment pursuant to the closing delivery requirements set forth in Section 2.5(a)(ii) of that certain Asset Purchase Agreement, dated September 28, 2001, by and between Assignor and Assignee (the "Asset Purchase Agreement"), pursuant to which Assignee purchased from the Assignor the Acquired Assets (as defined therein), including but not limited to the Trademarks (as defined in the Asset Purchase Agreement) identified in Schedule A hereto;

B. Assignor adopted and is presently using the Trademarks, and Assignor is willing to assign to Assignee all of its right, title and interest in and to the Trademarks; and

C. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, for the good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer unto Assignee, free and clear of any Lien or Other Encumbrance (as defined in the Asset Purchase Agreement) the entire right, title and interest of Assignor in and to the Trademarks, including, without limitation, the goodwill of the business symbolized by said Trademarks and associated therewith, and including the right to bring actions for past, present and future infringement of the Trademarks.

2. Assignor agrees that, in every jurisdiction where Assignor has an interest in the Trademarks as set forth in Schedule A hereto, Assignor shall, at Assignee's sole expense and as reasonably requested by Assignee: (i) reasonably cooperate with Assignee in the filing and prosecution of any trademark registration for the Trademarks or application therefor; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer as necessary to fully effectuate and record this Assignment; and (iii) perform such other acts as Assignee lawfully and reasonably may request, to fully effectuate and record this Assignment.

3. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify,

replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Asset Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Asset Purchase Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

4. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

7. This Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment as of the date and year first written above.

ROXANE LABORATORIES, INC.

By: W. Gerstenberg
Name: Werner Gerstenberg
Title: President and COO

ELAN PHARMA INTERNATIONAL LIMITED

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment as of the date and year first written above.

ROXANE LABORATORIES, INC.

By: _____
Name:
Title:

ELAN PHARMA INTERNATIONAL LIMITED

By: Kevin Insley
Name: KEVIN INSLEY
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARKS

Trademark	Reg. No./App No.	Country
1. ROXANOL	N/A	United States
2. ORAMORPH	1861343	United States
3. ROXICODONE	N/A	United States
4. PAIN INSTITUTE	N/A	United States
5. PALLIATIVE CARE	N/A	United States
6. PCL	N/A	United States