

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made this 28th day of January, 2002 by **ELI LILLY AND COMPANY** (the "Assignor"), an Indiana corporation with an address of Lilly Corporate Center, Indianapolis, Indiana 46285 to **RANBAXY PHARMACEUTICALS INC.** (the "Assignee"), a Delaware corporation with an address of 600 College Road East, Princeton, New Jersey 08540.

WITNESSETH:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the Trademarks, as such term is defined in that certain Termination Agreement dated January 28, 2002, by and between the Assignor and the Assignee (the "Termination Agreement") and as set forth on Schedule A hereto, and any and all goodwill associated therewith (the "Trademarks");

WHEREAS, the Assignor and the Assignee have entered into a Termination Agreement pursuant to which the Assignor has the obligation to assign, transfer and convey to the Assignee all of Assignor's United States right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) to it in hand paid by the Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and conveys unto the Assignee, and its successors and assigns, all of Assignor's United States right, title and interest in and to the Trademarks, its U.S. Registration Numbers, all United States logos used in connection therewith except for the Lilly or Dista logos, all income, royalties, and payments now or hereafter due or payable in respect thereto, all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks and in and to any and all goodwill symbolized by said Trademarks and the business associated therewith.

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

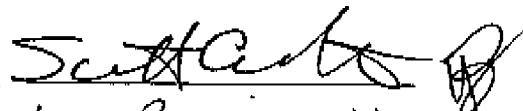
Assignor covenants and agrees that it will whenever so requested by the Assignee, execute and do all such further such documents and acts and things as may be necessary or convenient for vesting in the Assignee the full benefit of all of the rights and premises hereby assigned. Any such efforts pursuant to this provision by any Assignor employee shall be made available so long as the Assignee agrees to reimburse the employee's employer at a cost plus five percent (5%) rate.

The Commissioner of Patents and Trademarks of the United States is requested to issue the Certificate of Registration for the Trademark to the Assignee.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on behalf of Assignor on the date set forth above.

ELI LILLY AND COMPANY

By:



Title:

VICE PRESIDENT
MANUFACTURING

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 28th day of January, 2002, Scott Canute personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed and delivered the foregoing instrument as the Vice President of **ELI LILLY AND COMPANY**, an Indiana corporation; and

(b) this document was signed and delivered by **ELI LILLY AND COMPANY** as its voluntary act and deed by virtue of authority from its directors.

Jacquelin Edmonds
Notary Public

My commission expires: **JACQUELIN EDMONDS**
~~MARION COUNTY.~~
MY COMMISSION EXPIRES
NOVEMBER 4, 2009

(Notarial Seal)

SCHEDULE A**Trademarks**

<u>United States Trademark</u>	<u>United States Registration Number</u>	<u>United States Registration Date</u>
AMYTAL	Reg. No. 161125	November 7, 1922
NALFON	Reg. No. 974831	December 18, 1973
SECONAL SODIUM	Reg. No. 430202	June 10, 1947
TUINAL	Reg. No. 431884	August 12, 1947