

11-20-2002
102287628

Form PTO-1594 R.
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patent

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

F H FAULDING & Co LIMITED

10-24-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State AUSTRALIA
- Other

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

3. Nature of conveyance:

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

Execution Date: NOVEMBER 30, 2001

2. Name and address of receiving party(ies)

Name: MAYNE HEALTH LOGISTICS PTY LIMITED

Internal Address: _____
Address: _____

Street Address: 390 ST. KILDA ROAD

City: MELBOURNE AUSTRALIA
State: _____ Zip: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State AUSTRALIA
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2065489

Additional number(s) attached Yes No

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

Name: MICHAEL J. BLUM

Internal Address: _____

Street Address: ONE EXECUTIVE DRIVE

City: FORT LEE State: NJ Zip: 07024

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501426

DO NOT USE THIS SPACE

9. Signature.

JOHN W. LAROGGA
Name of Person Signing

[Signature]
Signature

12/1/01
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/20/2002 GT011 0000024 501426 2065489

01 FC:8521 40.00 CH

TRADEMARK
REEL: 002619 FRAME: 0876

ASSIGNMENT OF TRADEMARKS**TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") is made and delivered as of 30th November 2001 2001 by:

**F H Faulding & Co Limited, a company
organized and existing under the laws of
Australia**

(**"Assignor"**)

in favor of:

**Mayne Health Logistics Pty Limited
ACN 097 064 894, a company organized
and existing under the laws of Australia**

(**the "Assignee"**).

WHEREAS, Mayne Nickless Limited, Mayne Health Logistics Pty Limited, Oral Pharmaceuticals Acquisition Corp. and Alpha Pharma Inc. have entered into that certain Put and Call Option Agreement dated July 12, 2001, wherein Assignor agreed to sell, transfer, and assign to Assignee certain assets of Assignor, including but not limited to certain intellectual property of Assignor listed on Schedules "A" attached hereto and incorporated herein by reference.

WHEREAS the Assignor has granted an exclusive, perpetual, royalty free, irrevocable licence to Faulding Pharmaceuticals Inc. to use the KADIAN trade mark described in Schedule A in the United States (the "Licence").

WHEREAS the Assignor has assigned Assignor's benefit, right, title and interest in the Licence to the Assignee.

NOW THEREFORE, Assignor, subject to the terms of the Licence and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor's right, title and interest in free and clear of all liens, security interests and other encumbrances, in and to the trademarks and trademark applications, together with the goodwill of the business symbolized by said trademarks and trademark applications, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to said trademarks, the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as

the same would have been held by Assignor had such sale, assignment and transfer not have been made, described on Schedule "A" hereto (the "Intellectual Property"),

TO HAVE AND TO HOLD the Intellectual Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

To the extent that any Intellectual Property is not assignable without the consent of, or notice to, any other party, or the assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Intellectual Property shall be assigned automatically to Assignee hereby. Assignor shall use all reasonable efforts to obtain all necessary consents of such persons to the assignment of any such Intellectual Property. If the required consent of any person to the assignment of any Intellectual Property cannot be obtained, or if any attempted assignment of any Intellectual Property would be ineffective or would adversely affect, as applicable, the Assignor's rights thereunder so that Assignee would not in fact receive all such rights, Assignor shall cooperate in any arrangement Assignee may reasonably request to provide for Assignee the benefit of any such Intellectual Property, including enforcement for the benefit of Assignee of any and all of the Assignor's rights against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Intellectual Property hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

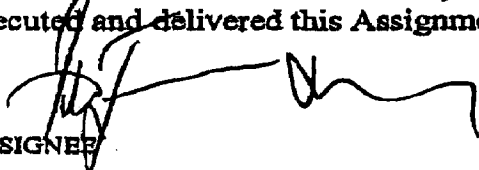
This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

This Assignment and any amendments hereto may be executed in one or more counterparts, by facsimile signature or otherwise, each of which shall be deemed to be an original by the parties executing such counterpart, but all of which shall be considered one and the same instrument.

[The Remainder of this page has intentionally been left blank. Signature page follows.]

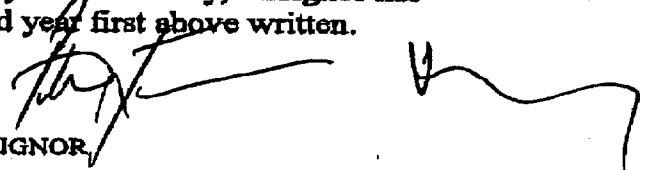
IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.



ASSIGNEE

MAYNE HEALTH LOGISTICS PTY LIMITED ACN 097 064 894.

By:
Printed Name: PETER L JENKINS / DIRECTOR
Title: JOHN W PRIESTLEY / DIRECTOR



ASSIGNOR

F H FAULDING & CO LIMITED

By:
Printed Name: PETER L JENKINS / DIRECTOR
Title: JOHN W PRIESTLEY / SECRETARY

Schedule A

Mark / Device	Applic T/M No	Country	Status	Class	Description of goods and services	Applicant / Proprietor	Applic Date	Faulting Business Unit	Faulting Group	Renewal Date	Healthcare / Injectables / Non-US Orals / US Orals	Required assignments / Licences
PUREPAC	1.594.272	Argentina	Registered	5	Pharmaceutical, veterinary and sanitary preparations; pharmaceuticals in tablet, capsule, granule, suspension, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solutions in this class for injection excluding c	FH Faulding & Co Limited	10-Jan-81	Pharma (Americas)	Pharma Orals	21-Mar-06	US Orals	Assignment
PUREPAC	B 544113	Australia	Registered	5	All goods in class 5 including pharmaceutical, veterinary and sanitary preparations; pharmaceuticals in tablet, capsule, granule, suspension, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for [n]	FH Faulding & Co Limited	18-Oct-80	Pharma (Americas)	Pharma Orals	18-Oct-07	US Orals	Assignment

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REEL: 002619 FRAME: 0880

Schedule A

PUREPAC	490305 (758762)	Belgium	Registered	5		FH Faulding & Co Limited	23-Jan-91 Pharma (Americas)	Pharma Orals	23-Jan-01 US Orals	Assignment
PUREPAC	1637021 (Filing No. 259 283)	France	Registered	5	Pharmaceutical, veterinary & sanitary preps; pharmaceuticals in tablet, capsule, granule, suspension, syrup, infectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injection	FH Faulding & Co Limited	04-Jan-90 Pharma (Americas)	Pharma Orals	04-Jan-11 US Orals	Assignment
PUREPAC	2054064 (F39471/S WZ)	Germany	Registered	5	Pharmaceutical preparations, etc	FH Faulding & Co Limited	22-Jan-91 Pharma (Americas)	Pharma Orals	31-Jan-11 US Orals	Assignment
PUREPAC	604746 T09TC000196 (Applic No)	Italy	Registered	5	Pharmaceutical preparations, etc.	FH Faulding & Co Limited	31-Jan-91 Pharma (Americas)	Pharma Orals	31-Jan-01 US Orals	Assignment
PUREPAC	254764B (16773/81)	Japan	Registered	1	Pharmaceutical preparations, etc.	FH Faulding & Co Limited	20-Feb-91 Pharma (Americas)	Pharma Orals	30-Jun-03 US Orals	Assignment

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Schedule A

PUREPAC	9/099446	Malaysia	Registered	5	Pharmaceutical, veterinary and sanitary preparations; pharmaceuticals in tablet, capsule, granule, suspension, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injection; all included in Class 5	FH Faulding & Co Limited	22-Dec-80	Pharma Orals (Americas)	Pharma Orals	22-Dec-01	US Orals	Assignment
PUREPAC	404533 (107429)	Mexico	Registered	5		FH Faulding & Co Limited	27-Feb-91	Pharma (Americas)	Pharma Orals	27-Feb-01	US Orals	Assignment
PUREPAC	B206991	New Zealand	Registered Part B	5	Pharmaceutical, veterinary and sanitary preparations; pharmaceuticals in tablet, capsule, granule, suspension, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solution for injection	FH Faulding & Co Limited	18-Oct-80	Pharma (Americas)	Pharma Orals	18-Oct-11	US Orals	Assignment

Schedule A

PUREPAC	8264	Philippines	Registered	5	Pharmaceutical, veterinary & sanitary preps; pharmaceuticals in tablet, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injection.	FH Faulding & Co Limited	11-Apr-91	Pharma Orals (Americas)	Pharma Orals	15-Apr-02	US Orals	Assignment
PUREPAC	B6634/90	Singapore	Registered (Part B)	5	Pharmaceutical preparations; pharmaceuticals in tablet, capsule, granule, suspension, liquid, syrup injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injections; all included in Class 5	FH Faulding & Co Limited	21-Dec-90	Pharma (Americas)	Pharma Orals	18-Oct-07	US Orals	Assignment
PUREPAC	151671 (211450)	Thailand	Registered	3	All goods included in this class. (Chemical substances prepared for use in medicine and pharmacy)	FH Faulding & Co Limited	25-Jan-91	Pharma (Americas)	Pharma Orals	24-Jan-01	US Orals	Assignment

Schedule A

PUREPAC	B1452418	United Kingdom	Registered	5	Pharmaceutical preparations; pharmaceuticals in tablet, capsule, granule, suspension, liquid, syringe injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injection, all included in Class 5	FH Faulding & Co Limited	02-Jan-91	Pharma Orals (Americas)	Pharma Orals	18-Oct-07	US Orals	Assignment
PUREPAC	1375232	China	Registered	5	Pharmaceutical, veterinary and sanitary preparations; pharmaceuticals in tablet, capsule, granule, suspension, syrup, injectables or ready-to-use form; pharmaceuticals for oral administration; solutions for injection	FH Faulding & Co Limited	17-Apr-88	Pharma (Americas)	Pharma Orals	20-Mar-10	US Orals	Assignment

Schedule A

THE FOLLOWING TRADEMARK IN THE UNITED STATES:

US Orals

May 27 2007

F H Faulching & Co

2055,469

Registered

KADIAN
Limited

TM0560-144-001

TRADEMARK