

TRADEMARKS ONLY



Patents and Trademarks
document or copy thereof.

TRADEMARKS ONLY

102307846

1. Name of Party(ies) conveying an interest:
TWFC Inc.

2. Name and Address of Party(ies) receiving an interest:
Name: Biovail Laboratories Incorporated

Address: Chelston Park,
Building 2, Ground Floor
Collymore, St. Michael
Barbados, West Indies

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Delaware
- Other - *11.702*

Entity

- Individual(s) Association
- Corporation - Barbados General Partnership Limited Partnership
- Other -

3. Interest Conveyed:

- Assignment Change of Name
- Merger
- Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,713,569
1,974,571

5. Please mail documents back to:

Paul W. Kruse
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 16752/284530

C# M#

DO NOT USE THIS SPACE

12/10/2002 LMUELLER 00000176 033975 1713569

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	5
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Attorney: Paul W. Kruse

Date: November 7, 2002

Atty/Sec: PWK:eba

Tel: (703) 905-2120

Fax: (703) 905-2000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Biovail Laboratories, Inc.

Marks: CARDISENSE & CARDISAVINGS

Reg. Nos. 1,713,569 and 1,974,571

Reg. Dates: September 8, 1992 and May 21, 1996

Class No. 16

Our Ref. No. 16752/284530

**POWER OF ATTORNEY
DESIGNATION OF REPRESENTATIVE**

The undersigned hereby appoints the attorneys named below of Pillsbury Winthrop LLP, P.O. Box 10500, McLean, Virginia 22102, (702) 905-2000, and all members of that firm and all other attorneys associated with that firm, to file this declaration, and to transact all business in the Patent and Trademark Office connected therewith. The undersigned further hereby designates Pillsbury Winthrop LLP, whose postal address is P.O. Box 10500, McLean, Virginia 22102, as a representative upon whom notices or processes affecting the mark may be served.

Please direct all communications to Paul W. Kruse at (703) 905-2120 or James R. Menker at (703) 905-2145.

Biovail Laboratories, Inc.

By:  _____

Name: Paul W. Kruse

Title: Registrant's Attorney

Date: November 7, 2002

ASSIGNMENT OF TRADEMARKS (USA)

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made and entered into as of October 16, 2002 by and between **TWFC INC.**, a Delaware corporation ("**Assignor**"), and **BIOVAIL LABORATORIES INCORPORATED**, a corporation organized under the laws of Barbados ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Cardizem Rights Agreement dated as of December 30, 2000, pursuant to which Assignor is required to assign certain trademarks specified in Schedule 1.68 thereof (the "**Scheduled Trademarks**") to Assignee.

WHEREAS, Assignor assigned the Scheduled Trademarks to Assignor as of December 31, 2001; and

WHEREAS, Assignor desires to assign and Assignor desires to assume two additional trademarks listed on Schedule A hereto (the "**Trademarks**").

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of its legal right, title and interest in and to the Trademarks and all goodwill related thereto free and clear of all liens, claims, charges or encumbrances other than Permitted Encumbrances.

[The remainder of this page is left blank intentionally.]

ASSIGNMENT OF TRADEMARKS (USA)

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this assignment as of the date first written above.

ASSIGNOR:

TWFC INC.

By: Edward H. Stratemeier

Name: Edward H. Stratemeier

Title: Vice President

STATE OF New Jersey)
COUNTY OF Morris)

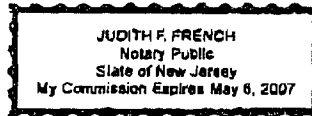
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On this 29 day of October, 2002, before me personally appeared Edward H. Stratemeier, who executed the foregoing instrument in his/her capacity as the Vice President of TWFC Inc.

Judith F. French
Notary Public

My commission expires:

S E A L



ASSIGNMENT OF TRADEMARKS (USA)

ASSIGNEE:

BIOVAIL LABORATORIES INCORPORATED

By: [Signature]
 Name: Eugene Melnyk
 Title: President

Province of Ontario)
City of Mississauga)

SS

On this 16th day of October, 2002, before me personally appeared Eugene Melnyk, who executed the foregoing instrument in his/her capacity as the President of Biovail Laboratories Incorporated

[Signature]
 Notary Public

SEAL

My commission expires: PERMANENT

ASSIGNMENT OF TRADEMARKS (USA)

SCHEDULE A

United States Trademark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>CLASS</u>
CARDISENSE	1713569	9-8-92	16
CARDISAVINGS	1974571	5-21-96	16
