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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

7-24-03

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To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.  
P.O. Box 1450  
Alexandria, VA 22313-1450

1. Name of conveying party(ies):  
Elan Pharmaceuticals, Inc.

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

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

2. Name and address of receiving party(ies):  
Name: Jones Pharma Incorporated

Internal Address 510 Cumberland Street, Suite 200  
Street Address

City Bristol State VA ZIP 24202

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

OFFICE OF PUBLIC RECORDS  
2003 JUL 24 AM 11:57  
FINANCE SECTION

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: June 12, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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) 715,343

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 PENNIE & EDMONDS LLP  
 1155 Avenue of the Americas  
 New York, New York 10036-2711

Attn: Gianni P. Servodidio  
 File No.: 11201-082-999

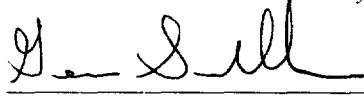
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
 16-1150

DO NOT USE THIS SPACE

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.*

Gianni P. Servodidio                                            7/23/03  
 Name of Person Signing                      Reg. No.                      Signature                      Date

Total number of pages comprising cover sheet: 5

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Mail documents to be recorded with required cover sheet information to:  
 Director of the United States Patent and Trademark Office  
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
 REEL: 002789 FRAME: 0363

## TRADEMARK ASSIGNMENT

(SKELAXIN®)

This TRADEMARK ASSIGNMENT dated as of June 12, 2003 (this "*Assignment*"), by and between Elan Pharmaceuticals, Inc., a Delaware corporation, having offices at 800 Gateway Boulevard, South San Francisco, California 94080 ("*Assignor*") and Jones Pharma Incorporated, a Delaware corporation, having its principal offices at 510 Cumberland Street, Suite 200, Bristol, Virginia 24201 ("*Assignee*"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Asset Purchase Agreement (the "*Purchase Agreement*") dated as of May 19, 2003 by and among Assignor, Elan Corporation, plc, Elan Pharma International Limited, King Pharmaceuticals, Inc., Monarch Pharmaceuticals, Inc. and Assignee.

### BACKGROUND

A. Assignor's predecessor in interest adopted and used, and Assignor is presently using and is the owner of the entire right, title and interest in and to, the SKELAXIN® trademark registered with the United States Patent and Trademark Office in connection with its pharmaceutical business in the United States, including registrations and applications therefor, identified in Schedule A attached hereto, and all common law rights in the SKELAXIN® mark and any related logo designs including without limitation the design set forth on Schedule A and all goodwill associated therewith (hereinafter the "*Trademark*");

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademark; and

C. Assignor makes this Assignment pursuant to the Purchase Agreement, under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademark and the products therefor.

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

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in the United States as of the date hereof, in and to the Trademark, together with the goodwill of the business symbolized by said Trademark, free and clear of any Encumbrances as defined in the Purchase Agreement (other than Permitted Encumbrances as defined in the Purchase Agreement).

2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Trademark.

3. Except as set forth in the Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademark involved in this Assignment.

4. If Assignee elects to record this Assignment or any other document or transfer with the United States Patent and Trademark Office, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

5. 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 Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the 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 Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

6. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of New York, without giving effect to its conflicts-of-laws principles.

7. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ELAN PHARMACEUTICALS, INC.

By: 

Name: Lars Ekman

Title: President, R&D

SCHEDULE A  
TRADEMARK ASSIGNMENT

<b>Trademark</b>	<b>Reg No./App No.</b>	<b>Country</b>	<b>Date of Registration</b>
SKELAXIN	Reg. No. 715,343	United States	December 30, 1960, renewed May 16, 1981 and renewed September 5, 2001

LOGO DESIGN



SCHEDULE A