

08-19-2003

7-30-03

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



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

Tab settings

102528949

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Wyeth Five Giralda Farms Madison, New Jersey 07940
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Biovail Laboratories Limited
Internal Address:
Street Address: Chelston Park, Building 2, Ground Floor Collymore, St. Michael, Barbados, West Indies
City: State: Zip:
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation- Barbados
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
Other
Execution Date: May 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached [] Yes [] No

B. Trademark Registration No.(s)
875,020 697,014
1,254,277 1,283,003

5. Name and address of party to whom correspondence concerning document should be mailed:
Name James R. Menker
Internal Address
Street Address: 1600 Tysons Boulevard
City: McLean State: Virginia Zip: 22102

6. Total number of applications and registrations involved:4
7. Total fee (37 CFR 3.41).....\$115.00
[] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
03-3975
(Attach duplicate copy of this page if paying by deposit account)

08/18/2003 DBYRNE 00000055 033975 875020
01 FC:8521 40.00 DA
02 FC:8522 75.00 DA

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.
James R. Menker Signature July 30, 2003 Date
Name of Person Signing
Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK REEL: 002803 FRAME: 0635

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated as of May 30, 2003 (this "Assignment"), by and between Wyeth, a Delaware corporation, having offices at Five Giralda Farms, Madison, New Jersey 07940 ("Assignor"), and Biovail Laboratories Limited, a Barbados International Business Corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, acting through its Wyeth Pharmaceuticals Division, Wyeth Pharmaceuticals Inc., a Delaware corporation, and Assignee (the "Asset Purchase Agreement").

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 Trademarks and registrations granted in respect thereof, all as set forth on the attached Schedule in the Territory, including all common law rights in the Territory and any logo designs and trade dress exclusively related to Trademarks in the Territory and all goodwill associated therewith;

Assignee desires to acquire Assignor's entire rights, title and interest in and to the Trademarks; and

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

NOW, THEREFORE, for good and valuable consideration stated in the Asset 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 Territory as of the date hereof, in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, free and clear of any Encumbrances as defined in the Asset Purchase Agreement (other than permitted Encumbrances as defined in the Asset 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 Trademarks.

3. Other than those set forth in the Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks 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 and the Puerto Rico Trademark Office, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as shall be 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 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.

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 the 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.

Signed at St. Davids, Pennsylvania this 30th day of May, 2003

WYETH

By: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Biovail Laboratories Limited

Marks: ATIVAN, ISORDIL, A & Design, A & Design

Reg. Nos. 875,020; 697,014; 1,254,277; 1,283,003

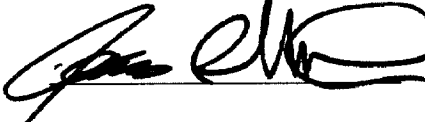
Our Ref. No. 16752/284530

**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, (703) 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 Limited

By: 

Name: James R. Menker

Title: Registrant's Attorney

Date: July 30, 2003



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Biovail Laboratories Limited

Mark: ATIVAN, ISORDIL, A & Design, A & Design

Reg. No. 875,020; 697,014; 1,254,277; 1,283,003

Our Ref. No. 16752/284530

AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT

Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Sir:

The following Trademark Processing Fees are due in connection with this document:

Fee Code 481, Recording Trademark Assignment, in the amount of \$40.00

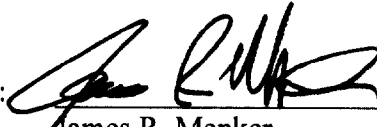
Fee Code 482, For Second/Subsequent marks in the same document, in the amount of
\$ 75.00

Please charge these fees to Deposit Account No. 03-3975, 16752/284530.

Filed by Evelyn Annor on July 30, 2003

Respectfully submitted,

Biovail Laboratories Limited

By: 
James R. Menker
Paul W. Kruse



07-30-2003

U.S. Patent & TMO's/TM Mail Rpt Dt: #11

30316224V1

TRADEMARK
REEL: 002803 FRAME: 0639

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant Name: Biovail Laboratories Limited

Mark: **ATIVAN, ISORDIL, A & Design, A & Design**

Reg. No. 875,020; 697,014; 1,254,277; 1,283,003

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\$ 75.00

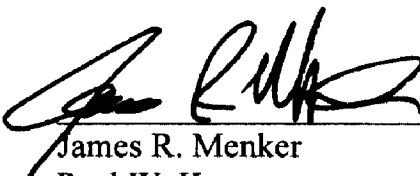
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Biovail Laboratories Limited

By:



James R. Menker
Paul W. Kruse