


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
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 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership X Corporation-Delaware Additional name(s) of conveying party(ies) attached? Yes No		2. Name and address of receiving party(ies) Name: Biovail Laboratories Incorporated Internal Address: Chelston Park, Building 2 Street Address: Ground Floor Collymore City: St. Michael, Barbados West Indies <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership X Corporation-Barbados <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: X Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other: See attached conveyance brief Execution Date: May 30, 2003		4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 875,020; 697,014; 1,254,277; 1,283,003 Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name Patrick J. Jennings, Esq. Internal Address P.O. Box 10500 Street Address: 1600 Tysons Blvd. City: McLean State: VA Zip: 22102		6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41).....\$115.00 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)			
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 Name of Person Signing		 Signature		April 2, 2004 Date	
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

CH \$115.00 039975 0875020

CONVEYANCE BRIEF

NATURE OF CONVEYANCE: Corrective assignment to correct the assignee's name from "Limited" to "Incorporated," previously recorded at Reel/Frame: 2803/0635.

03-18-2003

P. 30.03

Form PTO-3394 (Rev. 8/97) Case No. 0651-0027 (Inv. 6912002) 102683040 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
This document contains copies of Patents and Trademarks. Please retain the attached original documents or copy thereof.	
1. Name of conveying party(ies): Wyeth Five Carole Farms Madison, New Jersey 07340 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Delaware Other Additional name(s) of conveying party(ies) attached? Yes No	2. Name and address of receiving party(ies) Name: Biocell Laboratories Limited Internal Address: Street Address: Cheston Park, Building 2, Ground Floor Cellulose, St. Michael, Barbados, West Indies City: State: Zip: <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Barbados <input type="checkbox"/> Other If assignor is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Designations must be a separate document from assignment. Additional name(s) of assignor(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other Execution Date: May 30, 2003	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 675,020 697,014 1,264,277 1,283,603 Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name James R. Menker Internal Address Street Address: 1500 Tysons Boulevard City: McLean State: Virginia Zip: 22102	6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 2.101)..... 3443.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 03-4975 (Attach duplicate copy of this page if paying by deposit account)
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 Name of Person Signing Signature Date: JUN 30, 2003	
Total number of pages including cover sheet, attachments, and document	

THIS DOCUMENT IS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION AND
 COMMISSIONER OF PATENT & TRADEMARKS BUS ASSIGNMENTS WASHINGTON, D.C. 20221

TRADEMARK
 REEL: 002803 FRAME: 0635

TOTAL P. 22

TRADEMARK
 REEL: 002825 FRAME: 0484

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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 Incorporated, 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.

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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: 

**SCHEDULE A
TRADEMARK ASSIGNMENT**

Trademark	Reg. No.	Jurisdiction	Date of Registration
ATIVAN	875020	United States	August 18, 1999
ISORDIL	0697014	United States	May 3, 1960
TITRADOSE	943111	United States	September 19, 1972
"A" Tablet Design	1254277	United States	October 18, 1983
"A" Tablet Design	1283003	United States	June 26, 1984
ATIVAN	21272	Puerto Rico	April 24, 1988
ISORDIL	12102	Puerto Rico	March 13, 1962

REGISTERED DOMAIN NAMES

ATIVAN.BIZ
 ATIVAN.COM
 ATIVAN.INFO
 ISORDIL.BIZ
 ISORDIL.COM
 ISORDIL.INFO

TOTAL P.04