

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Our Ref.: 551-191

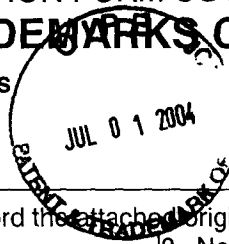
07-07-2004

**Mail Stop Assignment Recordation Services**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450



102785024



To the Commissioner for Trademarks: Please record this attached original document.

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

- Individual(s)
- General partnership
- Corporation-State Delaware
- Other: \_\_\_\_\_
- Association
- Limited Partnership

3. Nature of conveyance:

- Assignment
- Security Assignment
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: November 18, 2003

2. Name and address of receiving party(ies):  
Name: Axcan Pharma Finance Iceland, Ltd./  
Axcan Pharma Finance Islandi ehf, Kopavogur

Internal Address: \_\_\_\_\_  
Street Address: Hamraborg 12

City: 200 Kopavogur  
State/Country: ICELAND

Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-Cty Iceland
- 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):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)  
(1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

B. Trademark Registration No.(s)  
(1) 681,724  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Frank P. Presta  
Internal Address: \_\_\_\_\_

Street Address: Nixon & Vanderhye P.C.  
1100 North Glebe Road  
8th Floor

City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

**DO NOT USE THIS SPACE**

9. Statements 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.

Frank P. Presta

Name of Person Signing

Signature

July 1, 2004

Date

07/06/2004 070M11 0000078 681724

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40.00 DP

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

FPP:143

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on November 18, 2003, by Merrell Pharmaceuticals Inc. ("Assignor"), in favor of Axcan Pharma Finance Iceland, Ltd. / Axcan Pharma Finance Íslandi ehf kopavogur ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark, identified in Schedule A and all common law rights in the same, together with the goodwill of the business symbolized by the trademark (the "Mark");

WHEREAS, Assignee is desirous of acquiring all rights to the Mark and the registration for the same;

NOW, THEREFORE, for good and valuable consideration, referred to in a separate Product Acquisition Agreement dated October 8, 2003 (the "Product Acquisition Agreement"), Assignor sells, assigns, transfers and sets over to Assignee, the entire right, title, interest in and to the Mark together with the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee, its successors, assignees and any other legal representatives. Assignee shall proceed with the recordal of the assignment of the Mark at the United States Patent and Trademark Office and any expenses incurred in connection with the recordal of this assignment shall be borne by the Assignee.

The Assignor hereby undertakes to give its reasonable assistance to the Assignee as to such recordal of the present assignment of the Mark.

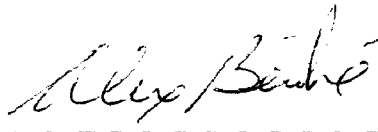
This Agreement is linked to a separate Product Acquisition Agreement so that if for any reason the Product Acquisition Agreement was to be declared void or null, the present Agreement would be automatically declared void or null.

[NO FURTHER TEXT ON THIS PAGE]



**IN WITNESS WHEREOF**, the parties hereto have executed this Trademark Assignment as of the date first above written.

**AXCAN PHARMA FINANCE ICELAND LTD/  
Axcán Pharma Finance Íslandi ehf, Kopavogur**

By:   
Name: Alex Bérubé  
Title: Director

**SCHEDULE A**

**MARKS**

- U.S. Trademark Registration No. 681,724 for BENTYL.

011169-4

IN THE UNITED STATES PATENT AND TRADEMARKS OFFICE

ASSIGNEE : AXCAN PHARMA FINANCE ICELAND, LTD./  
AXCAN PHARMA FINANCE ISLANDI EHF KOPAVOGUR

REGISTRATION NO. : 681724

REGISTRATION DATE : JULY 14, 1959

TRADEMARK : BENTYL

DESIGNATION OF DOMESTIC REPRESENTATIVE

Honorable Commissioner of Patents & Trademarks  
BOX ASSIGNMENT  
Washington - D.C. 20231

Dear Sir:

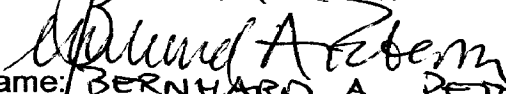
NIXON & VANDERHYE, P.C., whose postal address is 1100 North Glebe Road, 8<sup>th</sup> Floor, Arlington, Virginia 22201-4714, United States of America, is hereby designated Assignee's representative upon whom notices or process in proceedings affecting this mark may be served.

POWER OF ATTORNEY

Assignee hereby appoints Mr. Frank P. Presta of the law offices of NIXON & VANDERHYE, P.C., having its offices at 1100 North Glebe Road, 8<sup>th</sup> Floor, Arlington, Virginia 22201-4714, United States of America, as its attorneys to prosecute or maintain this registration, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith.

AXCAN PHARMA FINANCE ICELAND, LTD./  
AXCAN PHARMA FINANCE ISLANDI EHF KOPAVOGUR

Per: APRIL 19, 2004.

  
Name: BERNHARD A. PETERSEN  
Title: DIRECTOR