

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dura Pharmaceuticals, Inc.		12/27/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Biovail Pharmaceuticals, Inc.		
Street Address:	700 Route 202/206 North		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0854529	RONDEC	
CORRESPONDENCE DATA			
Fax Number:	(904)598-6218		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904-598-6118		
Email:	jdocketing@sgrlaw.com		
Correspondent Name:	James R. Menker		
Address Line 1:	Smith, Gambrell & Russell, LLP		
Address Line 2:	50 N. Laura Street, Suite 2600		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	James R. Menker		
Signature:	/jmenker/		
Date:	04/27/2005		

OP \$40.00 0854529

Total Attachments: 4

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BILL OF SALE

THIS BILL OF SALE dated as of December 27, 2000, is being executed and delivered by Dura Pharmaceuticals, Inc., a Delaware corporation (the "Seller") to Biovail Pharmaceuticals, Inc., a Delaware corporation (the "Buyer"), pursuant to that Amended and Restated Purchase and License Agreement entered into as of January 25, 1999, and effective as of October 1, 1998 by and among Seller, Buyer and Dura (Bermuda) Trading Company LTD, a Bermuda corporation, as amended by Amendment No. 1 to Amended and Restated Purchase and License Agreement dated as of December 30, 1999, and as further amended by Amendment No. 2 to Amended and Restated Purchase and License Agreement dated as of December 21, 2000 (as amended, the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Agreement.

2. Subject to the terms and conditions set forth in the Agreement, and subject to the limitations set forth in Section 1.1(d) of the Agreement, Seller hereby grants, sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby acquires from Seller, free and clear of any encumbrance or adverse claim of any kind whatsoever, all of the Seller's right, title, and interest in and to all of the following assets of Seller relating to each of the Rondec Products in the Rondec Territory, and CCA Products, including without limitation:

(a) Trademarks. All of the Rondec Trademarks and CCA Trademarks as set forth in Exhibit D to the Agreement;

(b) Regulatory History. A copy of all documents pertaining to the Rondec Products' and CCA Products' regulatory history including any existing correspondence with the FDA;

(c) Formulations. All formulations including copies of all documentation for the Rondec Products and CCA Products. All medical information required under the Agreement was delivered to Buyer by Seller on or before the Closing;

(d) Manufacturing Information: Books and Records. Copies of all relevant manufacturing information and technology for the Rondec Products and CCA Products including, but not limited to, suppliers, production costs and specifications. Copies of all files and records of Seller specifically relating to the Rondec Products and CCA Products, whether in hard copy or magnetic form including without limitation, all research and development files, including, without limitation, FDA and other governmental agency or instrumentality files pertaining to the Rondec Products and CCA Products, or registrations thereto, market studies, copies of consumer complaint files, response letters, adverse event reports, manufacturing worksheets, copies of manufacturing quality records and assurance information, packaging information, sales histories, files, reports, operating records and quality control histories with respect to the Rondec Products and CCA Products;

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(e) Marketing Information. All marketing and sales material and information for the Rondec Products and CCA Products and all copyrights and moral rights thereto;

(f) Trademark Licenses. The Rondec Products and Rondec Trademarks, and CCA Products and CCA Trademarks on the existing Rondec Products and CCA Products inventory packaging, except for the trade names Dura and Dura Pharmaceuticals, Inc., and the right to continue to use such Rondec Trademarks and CCA Trademarks and other information on Rondec Products and CCA Products labels as used thereon by Seller prior to the Second Closing, until Buyer files appropriate drug listings with the FDA which include representative labeling, but no later than one hundred eighty (180) days from the Second Closing or such period of time permitted by applicable law;

(g) Know-How and Regulatory Approvals. All of the Know-How and Regulatory Approvals as set forth in Section 1.1(a) of the Agreement; and

(h) Other Rights. All other intellectual property, proprietary or other rights owned by Seller solely with respect to the Rondec Products and CCA Products, including without limitation such intellectual property set forth on Exhibit D of the Agreement.

Buyer acknowledges and agrees that the transfer of rights under this Bill of Sale with respect to the Rondec Products and CCA Products, expressly excludes the Retained Rights set forth in Section 1.1(d) of the Agreement, which section continues to remain in full force and effect as of the date hereof.

3. Buyer hereby waives compliance by Seller with the provisions of the bulk transfer laws of any state. Seller warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Buyer by reason of such noncompliance. Seller shall indemnify and hold Buyer harmless from, against and in respect of damages suffered or incurred by Buyer by reason of the failure of Seller to pay or discharge such claims.

4. From time to time after the date hereof, Seller will execute and deliver, or cause its affiliates to execute and deliver, to Buyer such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Buyer or its counsel in order to vest in Buyer all rights, title and interest of Seller in and to the Rondec Purchased Assets and CCA Purchased Assets in order to carry out the purpose and intent of this Bill of Sale.

5. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained in this Bill of Sale 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, or any of the obligations and indemnifications of Seller or Buyer as set forth in the Agreement, nor shall this Bill of Sale expand or enlarge any remedies under the Agreement, including without limitation any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

6. This Bill of Sale shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles.

7. This Bill of Sale 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.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered on the date and year first written above.

Dura Pharmaceuticals, Inc.
a Delaware corporation

By: John R. Cook

Name: JOHN R COOK

Title: Vice President and
Associate General Counsel

Biovail Pharmaceuticals, Inc.
a Delaware corporation

By: [Signature]

Name: EUGENE MELNYK

Title: President

EXHIBIT D

Trademarks and other Intellectual Property

Rondec marks

RONDEC®

RONDEC-TR®

CCA marks

D.A. CHEWABLE™

D.A.II®

DURA-GEST®

DURA-TAP®/PD

DURA-VENT®

FENESIN™

GUAI-VENT™/PSE

Keftab Trademarks (licensed from Eli Lilly and Company):

KEFTAB®

Rondec Patent licensed from Abbott under the Abbott Purchase Agreement

U.S. Patent No. 4,132,234, entitled Spill and Tamper Resistant Safety Closure, issued January 2, 1979

Keftab Patent licensed under the Licensing Agreement

U.S. Patent Nos. 4,600,773 and 4,775,751

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