

FORM PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof

1. Name of conveying party(ies):

Pharmacia & Upjohn Company LLC

Individual Association
General Partnership Limited Partnership
Corporation

XX Other - Limited Liability Company

Citizenship - DelawareAdditional name(s) of conveying party(ies) attached? No

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

Name: UCB Pharma LimitedAddress: 208 Bath Road, Slough, Berkshire SL1 3WE
UNITED KINGDOM

Individual
Association
General Partnership
Limited Partnership

XX Corporation
OtherCitizenship - EnglandIf assignee is not domiciled in the United States, a domestic representative designation is attached? Yes(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? No

3. Nature of conveyance:

XX Assigns the entire interest and goodwill
Merger
Security Agreement
Change of Name
Change of Assignee Address

Execution Date: March 30, 2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,337,522

Additional numbers attached? No

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

Name: WENDEROTH, LIND & PONACK, L.L.P.
Internal Address: Kaushal R. Odedra
Street Address: 2033 K Street, N.W., Suite 800
City: Washington, State: DC ZIP: 20006-1021

6. Total number of applications and registrations involved: 17. Total fee (37 C.F.R. 2.6(b)(6) & § 3.41) \$40

(TM05-089)

Enclosed Check No. _____

XX Authorized to be charged to deposit account

8. Deposit account number: 23-0975

(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.

Kaushal R. Odedra
Name of Person Signing

Signature

May 31, 2005
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995,
or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

CH \$40.00 230975 1337522

**ASSIGNMENT OF TRADEMARK RIGHTS
BY PHARMACIA & UPJOHN COMPANY LLC**

WHEREAS, Pharmacia & Upjohn Company LLC ("PHLC"), a Delaware limited liability company, and the successor-in-interest, by conversion, of Pharmacia & Upjohn Company, a Delaware corporation, having a business address of 100 Route 206 North, Peapack, New Jersey 07977, has agreed to sell, assign and transfer to UCB Pharma Limited, by change of name from Celltech Pharmaceuticals Limited, an English corporation ("UCB-PL"), having a business address of 208 Bath Road, Slough, Berkshire SL1 3WE, United Kingdom, all PHLC's rights, title and interest in the trademark DIPENTUM, including the associated goodwill, for the United States (including Puerto Rico) and El Salvador (the "Territory").

WHEREAS, UCB-PL is desirous of acquiring all such rights, title and interest of PHLC.

As used in this Assignment of Trademark Rights ("Assignment"), the following terms have the following meanings:

"**Product**" means the pharmaceutical product sold under the trademark DIPENTUM and containing the active ingredient olsalazine, including all formulations and presentations thereof.

"**DIPENTUM Trademarks**" means all those currently existing trademarks, registered and unregistered, and all applications therefor, and the currently existing goodwill associated with such trademarks and applications, owned by or licensed to PHLC and used by PHLC prior to the date hereof primarily in connection with the Product in the Territory, including specifically those DIPENTUM Trademarks listed on Exhibit A hereto, and any other existing names, logos, trademarks, service marks, trade dress, slogans, domain names, URLs or other proprietary markings, owned by or licensed to PHLC and used by PHLC prior to the date hereof primarily in connection with the Product in the Territory.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PHLC does hereby quitclaim, assign, sell and transfer unto UCB-PL all PHLC's existing rights, title and interest in the Territory as of the effective date of this document, in and to the DIPENTUM Trademarks together with all currently existing and related common law and statutory rights, title and interest, any and all goodwill relating thereto, and all currently existing and related rights of registration, maintenance, renewal and protection, including all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection, if any.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (regardless of that jurisdiction's or of any other jurisdiction's choice of law principles that would lead to a contrary result). The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the federal and state courts located in New York, New York and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby.

TRADEMARK

REEL: 003124 FRAME: 0987

The parties acknowledge that proper service of process on a party may be made on an agent designed by such party located in the City of New York, New York or by certified mail.

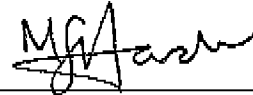
Nothing herein is intended to or shall limit in any way UCB-PL's and Pfizer's rights and/or obligations as provided in the Agreement between Pharmacia AB and Celltech Pharmaceuticals Limited dated July 23, 2002 or the Option Agreement between Pharmacia AB and Celltech Pharmaceuticals Limited dated July 23, 2002.

[illegible]

The foregoing Assignment of Trademark Rights by Pharmacia & Upjohn Company LLC to UCB Pharma Limited is hereby accepted as of the 7th day of April, 2005.

UCB PHARMA LIMITED

By: _____



Name: MARK HARDY

Title: GENERAL MANAGER

Exhibit A**Trademarks and Trademark Registrations**

<u>Mark</u>	<u>Country/Territory</u>	<u>Registration No.</u>	<u>Registration Date</u>
DIPENTUM	United States	1,337,522	05-28-85
DIPENTUM	El Salvador	13 Book 121	-

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

Box ASSIGNMENTS FEE

UCB Pharma Limited

Registration No. 1,337,522

Registered May 28, 1985

DIPENTUM

Class 5

DESIGNATION OF DOMESTIC REPRESENTATIVE

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

Sir:

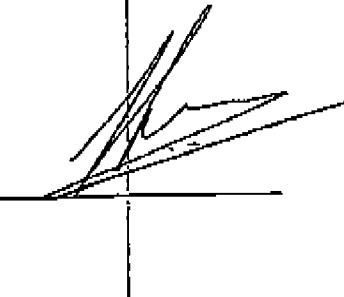
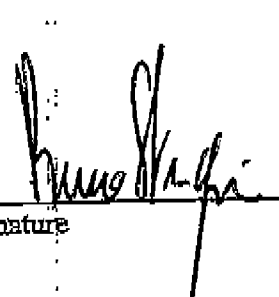
The undersigned hereby appoints Michael R. Davis, Reg. No. 25,134; Matthew M. Jacob, Reg. No. 25,154; Warren M. Cheek, Jr., Reg. No. 33,367; Nils Pedersen, Reg. No. 33,145; Charles R. Watts, Reg. No. 33,142; Michael S. Huppert, Reg. No. 40,268; and Jeffrey R. Filipek, Reg. No. 41,471, who together constitute the firm of WENDEROTH, LIND & PONACK, L.L.P., as well as any other attorneys and agents associated with Customer No. 000513, to prosecute this application and to transact all business in the U.S. Patent & Trademark Office connected therewith. The undersigned hereby authorizes the U.S. attorney or agent named herein to accept and follow instructions from UCB, S.A. as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between the U.S. attorney or agent and the undersigned.

Said firm is designated as applicant's representative on whom notices or process in proceedings affecting the mark (U.S. Trademark Registration No. 1,337,522) may be served.

Send correspondence to:

Kaushal R. Odedra, Esq.
WENDEROTH, LIND & PONACK, L.L.P.
2033 K Street N.W., Suite 800
Washington, D.C. 20006-1021
(202) 721-8200

UCB Pharma Limited



Date May 26, 2005

Signature

Name Bruno Strigini

Simon Looman

Title Director

Director

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