

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shire US Inc.		08/10/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Shire LLC
Street Address:	725 Chesterbrook Boulevard
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1908092	ADDERALL
Registration Number:	2622159	ADDERALL XR
Registration Number:	2835002	ADDERALL XR
Registration Number:	1587418	AGRELIN
Registration Number:	2160991	AGRYLIN
Registration Number:	1476517	AMATINE
Registration Number:	1975246	CARBATROL
Registration Number:	2024001	DEXTROSTAT
Registration Number:	1800416	EMINASE
Registration Number:	1335065	ETHMOZINE
Registration Number:	441715	FURACIN
Registration Number:	1940047	PROAMATINE

OP \$415.00 1908092

Registration Number:	1490774	RADINYL
Registration Number:	708664	SALUTENSIN
Registration Number:	1638851	SUPPRELIN
Registration Number:	1026526	TOPICYCLINE

CORRESPONDENCE DATA

Fax Number: (484)595-8674

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 484-595-8000

Email: abuda@us.shire.com

Correspondent Name: Aaron Buda

Address Line 1: 725 Chesterbrook Boulevard

Address Line 4: Wayne, PENNSYLVANIA 19087

NAME OF SUBMITTER:	Aaron Buda
Signature:	/Aaron Buda/
Date:	08/15/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

Date: 2005

Parties:

1. SHIRE US INC., a corporation incorporated under the laws of New Jersey whose principal place of business is situated at 725 Chesterbrook Boulevard, Wayne, PA 19087, USA (“Assignor”); and
2. SHIRE LLC, a corporation incorporated under the laws of Kentucky whose registered address is at 725 Chesterbrook Boulevard, Wayne, PA 19087, USA (“Assignee”).

Recitals

- A. Assignor is the owner and registered proprietor of the Trademarks (as defined below).
- B. Assignor has agreed to assign and Assignee has agreed to accept the assignment of the Trademarks, including the goodwill of the business symbolized by the Trademarks, on the terms and conditions of this Agreement.

Operative Provisions

1. INTERPRETATION

1.1 In this Agreement:

“Effective Date” means 1 January 2003; and

“Trademarks” means those trademarks set out in Schedule 1, including the marks and the registrations therefore, together with the goodwill of the business symbolized by the Trademarks.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 the headings are inserted for convenience only and do not affect the construction of the Agreement; and

1.2.2 any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

2. ASSIGNMENT

- 2.1 In consideration of the mutual rights and obligations contained in this Agreement, Assignor assigns to Assignee, from the Effective Date, all right, title and interest in the Trademarks, including the goodwill of the business symbolized by the Trademarks.

3. WAIVERS

3.1 Failure by either party on one or more occasions to avail itself of a right conferred by this Agreement shall not be construed as a waiver of such party's right to enforce such right or any other right.

4. FURTHER ASSURANCE

4.1 Each of the parties shall do, execute and perform and shall procure to be done executed and performed all such further acts, deeds, documents and things as the other party may reasonably require from time to time to give full effect to the terms of this Agreement.

5. FORCE MAJEURE

5.1 Neither party shall be liable for failure or delay in exercising in performing any of its obligations under or pursuant to this Agreement if such failure or delay is due to any cause whatsoever outside its reasonable control and it shall be entitled to a reasonable extension of the time for performing such obligations as a result of such cause.

6. GENERAL PROVISIONS

6.1 No variation to the terms of this Agreement shall be effective unless in writing and signed on behalf of each party by a director or other authorized person.

6.2 If any term or provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the affected provision shall continue to be valid.

6.3 This Agreement contains the entire agreement and understanding between the parties and supersedes all previous agreements and understandings between the parties with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of and does not rely on any representation or warranty (whether made orally or in writing) except as expressly provided in this Agreement.

6.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.5 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

6.6 This Agreement and the obligations of the parties shall be governed by and construed in accordance with the laws the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

In Witness Whereof, this Agreement has been signed by the authorized representatives of the parties on the day and year first written above.

SIGNED for and on behalf of
SHIRE US INC.

)
)
)
Scott Appel
Scott Appelbaum, Secretary
Print Name and Title

SIGNED for and on behalf of
SHIRE LLC

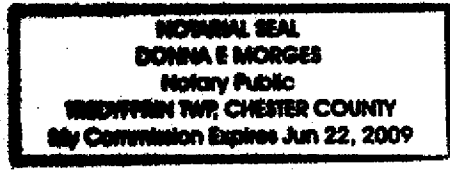
)
)
)
James Flaxky Jr
SR. V.P. Law
Print Name and Title

COMMONWEALTH OF PENNSYLVANIA)
: ss:-
COUNTY OF CHESTER)

Subscribed and sworn to before me this 10th day of August, 2005.

Donna E. Morges
(Signature of Notary Public)

My commission expires:



**SCHEDULE 1
TRADEMARKS**

No.	Mark	Country	Class	App/Reg No.	App/Reg Date (dd/mm/yy)	Status
1.	ADDERALL	USA	5	1908092	01.08.1995	Registered
2.	ADDERALL XR	USA	5	2622159	17.09.2002	Registered
3.	ADDERALL XR (Design)	USA	5	2835002	20.04.2004	Registered
4.	AGRELIN	USA	5	1587418	30.03.1990	Registered
5.	AGRYLIN	USA	5	2160991	06.05.1998	Registered
6.	AMATINE	USA	5	1476517	16.02.1988	Registered
7.	CARBATROL	USA	5	1975246	21.05.1996	Registered
8.	DEXTROSTAT	USA	5	2024001	17.12.1996	Registered
9.	EMINASE	USA	5	1800416	26.10.1993	Registered
10.	ETHMOZINE	USA	5	1335065	14.05.1985	Registered
11.	FURACIN (Stylized)	USA	5	441715	28.12.1948	Registered
12.	PROAMATINE	USA	1	1940047	05.12.1995	Registered
13.	RADINYL	USA	5	1490774	07.06.1988	Registered
14.	SALUTENSIN	USA	5	708664	20.12.1960	Registered
15.	SUPPRELIN	USA	5	1638851	26.03.1991	Registered
16.	TOPICYCLINE	USA	5	1026526	09.12.1975	Registered

TRADEMARK

RECORDED: 08/15/2005

REEL: 003140 FRAME: 0769