

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biovail Laboratories International SRL		05/02/2005	International Society: BARBADOS
RECEIVING PARTY DATA			
Name:	Kos Pharmaceuticals, Inc.		
Street Address:	1 Cedar Brook Drive		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2111139	TEVETEN	
Registration Number:	2436727	TEVETENZ	
Registration Number:	2442339	TEVOTEN	
Registration Number:	2444159	TEVOTENZ	
Registration Number:	2438294	EPRATENZ	
CORRESPONDENCE DATA			
Fax Number:	(609)495-0907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6094950524		
Email:	kbechtold@kospharm.com		
Correspondent Name:	Karen P. Bechtold		
Address Line 1:	1 Cedar Brook Drive		
Address Line 4:	Cranbury, NEW JERSEY 08512		
ATTORNEY DOCKET NUMBER:	TEVETEN TM ASSIGNMENT		

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NAME OF SUBMITTER:	Karen P. Bechtold
Signature:	/karenpbechtold/
Date:	01/09/2006
Total Attachments: 4 source=Teveten Trademark Assignment#page1.tif source=Teveten Trademark Assignment#page2.tif source=Teveten Trademark Assignment#page3.tif source=Teveten Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Trademark Assignment**") is dated as of May 2, 2005, by and between Biovail Laboratories International SRL, a Barbados International Society with Restricted Liability having a principal place of business at Cheiston Park, Building 2, Collymore Rock, St. Michael, BHI, Barbados, W.I. ("**BLS**"), and Kos Pharmaceuticals, Inc., a Florida corporation having a principal place of business at 1 Cedar Brook Drive, Cranbury, NJ 08512 ("**Kos**"). BLS and Kos are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, BLS has registered the trademarks listed on Appendix A to the United States Patent and Trademark Office, (the "**Transferred Product Trademarks**"); and

WHEREAS, Kos, pursuant to that certain Distribution and Product Acquisition Agreement dated May 2, 2005, by and between BLS and Kos ("**Distribution and Acquisition Agreement**"), is desirous of acquiring said trademarks and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. BLS does hereby sell, assign and transfer unto Kos all right, title and interest in and to the Transferred Product Trademarks and the registrations therefor, together with the goodwill of the business symbolized thereby, and Kos hereby accepts such sale, assignment and transfer.
2. Kos shall proceed with the recordal of the present assignment of the Transferred Product Trademarks at the United States Patent and Trademark Office and any expenses incurred in connection therewith shall be borne by Kos. BLS hereby undertakes to give its reasonable assistance to Kos as to such recordal of the present assignment of the Transferred Product Trademarks.
3. This Trademark Assignment is linked to a separate Distribution and Acquisition Agreement so that if for any reason the Distribution and Acquisition Agreement was to be declared void or null with respect to the Transferred Products (as such term is defined in the Distribution and Acquisition Agreement), this present Trademark Assignment would be automatically declared void or null.
4. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission shall be deemed to be original signatures.

[No Further Text on This Page]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment by their proper officers as of the date first written above.

BIOVAIL LABORATORIES
INTERNATIONAL SRL

By: 

Name: *John A. H. McCree*

Title: *Vice President and General Manager*

KOS PHARMACEUTICALS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment by their proper officers as of the date first written above.

**BIOVAIL LABORATORIES
INTERNATIONAL SRL**

By: _____
Name:
Title:

KOS PHARMACEUTICALS, INC.

By: Adrian Adami
Name: MR. ADRIAN ADAMI
Title: President & CEO

APPENDIX A

TRANSFERRED PRODUCT TRADEMARKS

1. TEVETEN® - Registration No. 2,111,139 (Pharmaceutical and medicinal preparations and substances for the treatment of cardiovascular related diseases and disorders)
2. TEVETENZ® - Registration No. 2,436,727 (Pharmaceutical and medicinal preparations and substances for the treatment of cardiovascular related diseases and disorders)
3. TEVOTEN® - Registration No. 2,442,339 (Pharmaceutical and medicinal preparations and substances for the treatment of cardiovascular related diseases and disorders)
4. TEVOTENZ® - Registration No. 2,444,159 (Pharmaceutical and medicinal preparations and substances for the treatment of cardiovascular related diseases and disorders)
5. EPRA TENZ® - Registration No. 2,438,294. (Pharmaceutical and medical preparations and substances for the treatment of cardiovascular and renal related diseases and disorders)