TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IIUCB Manufacturing, Inc.	FORMERLY Celltech Manufacturing, Inc.	01/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Azur Pharma International Limited	
Street Address:	Clarendon House	
Internal Address:	2 Church Street	
City:	Hamilton	
State/Country:	BERMUDA	
Postal Code:	HM11	
Entity Type:	Bermuda limited company: BERMUDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73256531	GASTROCROM

CORRESPONDENCE DATA

Fax Number: (212)202-7748

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

Phone: 2123818745

Email: mslapo@ctswlaw.com

Correspondent Name: Cohen Tauber Spievack & Wagner, LLP

Address Line 1: 420 Lexington Avenue

Address Line 2: Suite 2400

Address Line 4: New York, NEW YORK 10170

ATTORNEY DOCKET NUMBER: AZUR

DOMESTIC REPRESENTATIVE

900040120

Name: Cohen Tauber Spievack & Wagner, LLP

TRADEMARK REEL: 003230 FRAME: 0228 7 \$40.00 /3z

Address Line 1: 420 Lexington Avenue
Address Line 2: Suite 2400
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER: Michael I. Slapo

Signature: //Michael I. Slapo/

Date: 01/19/2006

Total Attachments: 2
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source=2006.01.16 -- Trademark - UCB Signature Page#page1.tif

TRADEMARK

REEL: 003230 FRAME: 0229

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is by and between UCB MANUFACTURING, Inc. (f/k/a Celltech Manufacturing, Inc.), a Delaware corporation ("Seller") and AZUR PHARMA INTERNATIONAL LIMITED., a Bermuda limited company ("Purchaser").

Seller and Purchaser have entered into an Asset Purchase Agreement dated 17 January, 2006 (the "Agreement"), pursuant to which Seller has sold to Purchaser certain assets related to the Product (as defined under the Agreement).

Seller is the owner of or controls the trademark GASTROCROM® registered with the United States Patents and Trademark Office (Reg. No. 73256531), together with all goodwill associated therewith (the "Intellectual Property").

It is a condition of the Agreement that Seller assign to Purchaser all right, title and interest in and to the Intellectual Property and Purchaser is desirous of acquiring the Intellectual Property, including without limitation, any registrations and trademark applications relating thereto and any renewals and extensions thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all rights corresponding to the foregoing throughout the world.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants contained in the Agreement, Seller hereby assigns to Purchaser all right, title and interest in and to the Intellectual Property.

IN WITNESS WHEREOF this Assignment has been duly executed 17 January, 2006.

UCB MANUFACTURING, INC.,	AZUR PHARMA INTERNATIONAL
	LIMITED.
By:	1
Name:	By: (LANTSMY
Title:	Name: LEVIN INSCEY
	Title: PRESIDENT
	V
By:	
Name:	
Title:	
Title.	

TRADEMARK REEL: 003230 FRAME: 0230

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AZUR PHARMA INTERNATIONAL
LIMITED.
By:
Name:
Title:

RECORDED: 01/19/2006

TRADEMARK REEL: 003230 FRAME: 0231