

11-22-2005



RECC

TRADEMARK 103123507

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KOS Pharmaceuticals, Inc

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) MAY 2, 2005

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: KOS Life Sciences, Inc

Internal

Address:

Street Address: 2200 N Commerce PKWY, Suite 300

City: Weston

State: Florida

Country: USA

Zip: 33326

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship USA  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2111139; 2436727; 2442339; 2444159; 2438294

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Karen P. Bechtold, Esq.

Internal Address:

Street Address: 1 Cedar Brook Drive

City: Cranbury

State: NJ Zip: 08512

Phone Number: 609-495-0500

Fax Number: 609-495-0907

Email Address: kbechtold@kospharm.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 582543 2111139

Expiration Date 11/21/2005

b. Deposit Account Number 50

Authorized User Name Karen Messick

9. Signature:

Karen P Bechtold  
Signature

11/10/2005

Date

Karen P. Bechtold

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003257 FRAME: 0615

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is dated as of May 2, 2005, by and between Kos Pharmaceuticals, Inc., a Florida corporation ("Kos") and Kos Life Sciences, Inc., a Delaware corporation ("KLS").

WHEREAS, Kos acquired from Biovail Laboratories International SRL all right, title and interest in and to the assets and intellectual property shown on the attached Schedule A; and

WHEREAS, Kos wishes to assign to KLS and KLS wishes to acquire the intellectual property shown on the attached Schedule A.

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

1. Kos hereby assigns the following to KLS all right, title and interest, including all common law rights, in and to the trademarks shown in Schedule A and all slogans, logotypes, designs, and trade dress associated therewith (the "Trademarks"), together with the U.S. federal registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, to be held and enjoyed by KLS for its own use and benefit and for its successors and assigns as the same would have been held by Kos had this assignment not been made, and the goodwill of the business symbolized by the Trademarks.
2. Kos and KLS shall each take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Agreement. Such actions may include, without limitation, the execution of additional documents to record the assignment made in this Agreement and the filing of such documents with the appropriate governmental authorities.
3. This Agreement may be executed in any number of counterparts, which may be by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be dated as of the day first mentioned above.

KOS PHARMACEUTICALS, INC.  
a Florida corporation

By: 

Name: Andrew I. Koven  
Title: Executive Vice President, General  
Counsel & Corporate Secretary

KOS LIFE SCIENCES, INC.  
a Delaware corporation

By: 

Name: Juan F. Rodriguez  
Title: Secretary

**Schedule A**

<b>Serial No.</b>	<b>Registration No.</b>	<b>Word Mark</b>
74721045	2111139	TEVETEN
75864710	2436727	TEVETENZ
75864711	2442339	TEVOTEN
75864712	2444159	TEVOTENZ
75864714	2438294	EPRATENZ

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