

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
Shire LLC		02/20/2006	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Valera Pharmaceuticals, Inc.		
Street Address:	7 Clarke Drive		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1638851	SUPPRELIN	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4632		
Email:	delaneyb@pepperlaw.com		
Correspondent Name:	Barbara L. Delaney		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	125273.3		
NAME OF SUBMITTER:	Barbara L. Delaney		
Signature:	/barbaraldelaney/		

OP \$40.00 1638851

Date:

03/10/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

Date: February 20, 2006

Parties:

1. **SHIRE LLC**, a limited liability company formed under the laws of Kentucky whose registered address is at 9200 Brookfield Court, Suite 108, Florence, KY 41042 (“*Assignor*”); and
2. **VALERA PHARMACEUTICALS, INC.**, a corporation incorporated under the laws of Delaware whose registered address is at 7 Clarke Drive, Cranbury, NJ 08512 (“*Assignee*”).

Recitals

- A. Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademark (as defined below) and has custody and control over the Property (as defined below).
- B. Assignor has agreed to assign and Assignee has agreed to accept the assignment of the Trademark, including the goodwill of the business symbolized by the Trademark, and the Property on the terms and conditions of this Agreement.

Operative Provisions

1. INTERPRETATION

1.1 In this Agreement:

“**Trademark**” means the trademark SUPPRELIN, including any trademark registrations and applications therefore, as set out in Schedule 1, together with the goodwill of the business symbolized by the Trademark.

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 premises and for other good and valuable consideration including that set forth in a Bill of Sale among Assignor, Shire US Inc. and Assignee dated the date hereof, the receipt and adequacy of which are hereby acknowledged, the Assignor assigns to Assignee all right, title and interest in the Trademark, including the goodwill of the business symbolized by the Trademark, the right to sue and recover any damages and profits and all other remedies, if there may be any, for

past, present and future infringements or violations thereof, and all documents in Assignor's custody and control concerning the Trademark including all documents relating to any registrations of the Trademark and applications therefore and any dealings concerning the Trademark prior to the date hereof and all documents relating to the approval of the Trademark by the FDA or equivalent regulatory authority, in each case in Assignor's custody and control (collectively, the "Property").

3. REPRESENTATIONS AND WARRANTIES

3.1 Assignor represents and warrants to Assignee that: (i) there are no pending or, to Assignor's knowledge, threatened suits, actions or proceedings concerning the Trademark; (ii) Assignor is not aware of any allegation that Assignor has violated, infringed, misappropriated, diluted or misused any of the intellectual property rights of any third party through its use of the Trademark; (iii) Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademark; (iii) Assignor has the power and right to assign the Property to Assignee; and (iv) the Trademark is not subject to any license, lien or encumbrance. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE FOREGOING SENTENCE, ASSIGNOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK OR THE PROPERTY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Assignor further represents and warrants to Assignee that this Agreement and the transactions contemplated by this Agreement have been approved by all necessary corporate action on the part of Assignor and this transaction effected by this Agreement does not violate any agreement to which Assignor is a party.

4. WAIVERS

4.1 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.

5. FURTHER ASSURANCE

5.1 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.

5.2 No later than thirty (30) days after the date hereof, Assignor shall deliver to Assignee all files in its custody and control that comprise the Property.

6. FORCE MAJEURE

6.1 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.

7. **GENERAL PROVISIONS**

- 7.1 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.
- 7.2 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.
- 7.3 This Agreement, together with the Bill of Sale referenced in Paragraph 2.1, 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.
- 7.4 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 7.5 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.
- 7.6 This Agreement and the obligations of the parties shall be governed by and construed in accordance with the laws the State of Kentucky, without regard to its conflict of law provisions.

(signature page follows)

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 LLC

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)
)

[Signature]

Michael C. Schmitt, Secretary
Print Name and Title

STATE OF KENTUCKY

)

: ss:-

COUNTY OF KENTON

)

Subscribed and sworn to before me this 2ND day of MARCH, 2006.



JOHN J. MUENCH
Notary Public, Kentucky
State At Large
My Commission Expires:
April 29, 2009

[Signature]
(Signature of Notary Public)

My commission expires: 01/29/09

SIGNED for and on behalf of
VALERA PHARMACEUTICALS, INC.

)
)
)

[Signature]

PRESIDENT + CEO DAN S. TIGHE
Print Name and Title

STATE OF ~~DELAWARE~~ New Jersey

)

: ss:-

COUNTY OF Monmouth

)

Subscribed and sworn to before me this 20th day of February, 2006.

[Signature]
(Signature of Notary Public)

My commission expires: 10/27/2009

**SCHEDULE 1
TRADEMARK**

TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS

No.	Mark	Country	Class	App/Reg No.	App/Reg Date (dd/mm/yy)	Status
1.	SUPPRELIN	USA	5	1638851	26 March 1991	Registered
2.	SUPPRELIN	UK	5	1515629	13 October 1992	Registered

COMMON LAW TRADEMARKS/SERVICE MARKS

No.	Mark	Country
1.	SUPPRELIN	Worldwide