

## 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
Bristol-Myers Squibb Company		12/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Elan Pharmaceuticals, Inc.		
Street Address:	7475 Lusk Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1239150	AZACTAM	
CORRESPONDENCE DATA			
Fax Number:	(212)546-5664		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 546-3475		
Email:	gabriela.brown@bms.com		
Correspondent Name:	Gabriela Ullrich-Brown		
Address Line 1:	345 Park Avenue		
Address Line 2:	Bristol-Myers Squibb Company		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	AZACTAM ASSIGNMENT		
NAME OF SUBMITTER:	Gabriela Ullrich-Brown		
Signature:	/gabriela ullrich-brown/		
Date:	01/23/2007		

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REEL: 003466 FRAME: 0490

Total Attachments: 2

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") dated as of December 6, 2006 is made by Bristol-Myers Squibb Company, a Delaware corporation with its principal place of business at 345 Park Avenue, New York, New York 10154 ("Assignor") and Elan Pharmaceuticals, Inc., a Delaware corporation with its principal place of business at 7475 Lusk Avenue, San Diego, California 92121 (as successor to Dura Pharmaceuticals, Inc.) ("Assignee").

WHEREAS, Assignor is the owner of the trademark AZACTAM identified in the United States Trademark Registration No. 1,239,150 (the "Assigned Registration").

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Assigned Registration, together with the goodwill associated therewith.

WHEREAS, pursuant to the terms of the Distribution Agreement for Maxipime® and Azactam® between Assignor and Assignee effective January 1, 1999 and as amended to the date hereof (the "Agreement"), Assignee has the right to purchase the Assigned Registration.

NOW, THEREFORE, the parties hereto agree as follows:

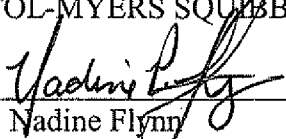
1. Assignment. Pursuant to Section 2.2.2 of the Agreement and for consideration of \$100 (One Hundred United States Dollars), receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Assigned Registration and the trademark identified therein, together with the goodwill symbolized by and associated with the trademark identified in the Assigned Registration, and with all claims arising out of or relating to the use or ownership of the Assigned Registration.

2. Further Actions and Recordation. Assignor covenants and agrees that it shall, from time to time, execute and deliver such other instruments of conveyance and transfer and take such other action as Assignee may reasonably request in order to record the transfer of title to the Assigned Registration in the United States Patent and Trademark Office.

3. Representations and Warranties. Assignor represents and warrants to Assignee as follows: a) Assignor owns all right, title and interest in the Assigned Registration, b) Assignor has the unrestricted right to assign, transfer or grant to Assignee all rights in and to the Assigned Registration free of any rights or claims of any person or any other encumbrance and, without payment by any party of any royalties, license fees or other amounts to any third party, c) Assignor is not aware of any current or pending invalidation, opposition, cancellation, abandonment or similar proceeding against the Assigned Registration, d) any registration, maintenance and renewal fees due in connection with the Assigned Registration have been paid as necessary and all documents, certificates and other material related to maintaining the Assigned Registration have been filed with the U.S Patent and Trademark Office as necessary, and e) Assignor has all necessary corporate power and authority and has taken all actions necessary to enter into this Assignment and to carry out the transactions contemplated hereby.

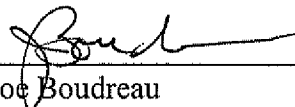
This Assignment is executed by the authorized representatives of the parties hereto as of the date first written above.

BRISTOL-MYERS SQUIBB COMPANY

By:   
Name: Nadine Flynn  
Title: Assistant Secretary

ELAN PHARMACEUTICALS, INC.



By:   
Name: Joe Boudreau  
Title: Senior Vice President