

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
Merck & Co., Inc.		08/03/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bioniche Teoranta		
Street Address:	Casla Industrial Estate		
Internal Address:	Unit 6		
City:	Casla, County Galway		
State/Country:	IRELAND		
Entity Type:	limited company: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1010304	MEFOXIN	
CORRESPONDENCE DATA			
Fax Number:	(312)861-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-861-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	200 East Randolph Drive		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	11838-1 DRG		
DOMESTIC REPRESENTATIVE			
Name:	Krista L. Nunemaker		
Address Line 1:	200 East Randolph Drive		

CH \$40.00 1010304

900088796

TRADEMARK
REEL: 003635 FRAME: 0607

Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Donna Gasiorowski
--------------------	-------------------

Signature:	/Donna Gasiorowski/
------------	---------------------

Date:	10/08/2007
-------	------------

Total Attachments: 4
source=Trademark assignment -Mefoxin#page1.tif
source=Trademark assignment -Mefoxin#page2.tif
source=Trademark assignment -Mefoxin#page3.tif
source=Trademark assignment -Mefoxin#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter the "**Assignment**") made effective as of August 3, 2007, by, between and among Merck & Co., Inc., a New Jersey corporation (hereinafter "**Assignor**"), and Bioniche Teoranta, a limited company organized and existing under the laws of The Republic of Ireland (hereinafter collectively "**Assignee**").

WHEREAS, the parties have entered into that certain Asset Purchase and Sale Agreement dated as of August 3, 2007 (the "**Purchase and Sale Agreement**") regarding the sale of certain assets related to Products; and

WHEREAS, in connection with the transactions contemplated by the Purchase and Sale Agreement, the Parties have decided to enter into a formal agreement assigning to Assignee the Assigned Trademark relating to MEFOXIN (the "**Assigned MEFOXIN Trademark**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as otherwise set forth herein, capitalized terms shall have the meaning provided in the Purchase and Sale Agreement.

2. ASSIGNMENT

2.1 Assignor does hereby assign to Assignee all rights, title and interest in and to the Assigned MEFOXIN Trademark in the Territory, the goodwill of the business symbolized by said Assigned MEFOXIN Trademark, along with the registration of such Assigned MEFOXIN Trademark in the Territory.

3. MISCELLANEOUS

3.1 **Representations, Warranties, Covenants and Indemnification Provisions of Purchase and Sale Agreement.** The representations, warranties and covenants relating to Assigned MEFOXIN Trademark contained in the Purchase and Sale Agreement, and the indemnification provisions relating thereto, shall apply to this Assignment.

3.2 **Incorporation of the Purchase and Sale Agreement.** The Parties expressly acknowledge and agree that the provisions of the Purchase and Sale Agreement are incorporated by reference herein, or by their terms otherwise apply hereto, and further agree that such provisions shall be given full effect in interpreting and enforcing this Assignment. In the event of any inconsistency between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.


EXECUTION COPY

- 3.3 Further Assurances.** Each Party shall take (or cause its Affiliates to take) such further actions, including but not limited to, the execution and delivery of (or causing such party's Affiliates or designees to execute and deliver) additional documents, reasonably requested by the other Party, to effect the grant of the assignment of the Assigned MEFOXIN Trademark in accordance with the intent of the Purchase and Sale Agreement and this Assignment, including execution and delivery of such documents relating to MEFOXIN in the Territory.
- 3.4 Counterparts.** This Assignment may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

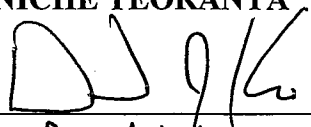
[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in two originals.

MERCK & CO., INC.


Name: Adam H. Schechter
Title: President, Human Health – The Americas

BIONICHE TEORANTA


Name: David J. Kos
Title: Director

SCHEDULE B

TRADEMARK

Country	Name	Status	Application Number	Filing Date	Registration Number	Registration Date	Expiration Date
US	MEFOXIN	Renewed	26861	15-Jul-1974	1010304	13-May-1975	13-May-2015

TRADEMARK