

12-10-2007



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HEET
Y

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

12.6.07

1. Name of conveying party(ies):

Amide Pharmaceutical, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 15, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Actavis Totowa LLC

Internal

Address: _____

Street Address: 101 East Main Street

City: Little Falls

State: New Jersey

Country: USA Zip: 07424

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

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)

N/A

B. Trademark Registration No.(s)

2523840; 2789501

Additional sheet(s) attached? Yes No

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

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

Name: Stanton J. Lovenworth, Esq.

Internal Address: _____

Street Address: Dewey & LeBoeuf LLP

1301 Avenue of the Americas

City: New York

State: New York Zip: 10019-6092

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dl.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Stanton J. Lovenworth

Name of Person Signing

December 5, 2007

12/10/2007 MGETACHE 0000006 2523840

Total number of pages including cover sheet, attachments, and document: 98.00

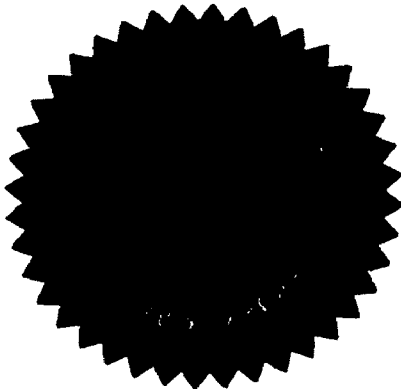
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ACTAVIS TOTOWA LLC
0600269580

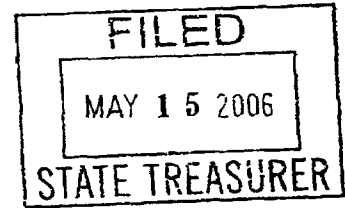
*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Amendment on May 15th, 2006
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.*

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
15th day of May, 2006*



Bradley Abelow

*Bradley I. Abelow
Treasurer*



New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Limited Liability Co.'s, Limited Partnerships & Partnerships)

This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42, 42:2A and 42:2B.

- 1. Type of Filing (check one): [X] Merger [] Consolidation
2. Name of Surviving Business Entity: Actavis Totowa LLC
3. Address of the Surviving Business Entity: 101 East Main Street, Little Falls, New Jersey 07424
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name: Actavis Totowa LLC
Amide Pharmaceutical, Inc.

Jurisdiction: Delaware
New Jersey

Identification # Assigned by Treasurer (if applicable)

0100195625

- 5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer):

N/A

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership.

- 6. Effective Date (see Instructions):

May 15, 2006

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature: Sigurdur Oli Olafsson
Name: Sigurdur Oli Olafsson
Title: Authorized Representative, President, Amide Pharmaceutical
Date: May 15, 2006

**Important Notes --New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation is not granted under the laws of the jurisdiction under which the other business entity was organized.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 15 2006 (the "Agreement"), by and among Amide Pharmaceutical, Inc., a New Jersey corporation (the "Corporation"), and Actavis Totowa LLC, a Delaware limited liability company (the "LLC").

WHEREAS, the Corporation is a direct, wholly owned subsidiary of the LLC and the LLC is a direct, wholly owned subsidiary of Actavis Inc.;

WHEREAS, Actavis Inc., a Delaware corporation, and its affiliates desire to undertake a reorganization of their assets which contemplates the merger of the Corporation with and into the LLC, with the LLC as the surviving corporation of such merger;

WHEREAS, the parties desire and have determined that it is in the best interest to merge the Corporation with and into the LLC, with the LLC as the surviving corporation of such merger, pursuant to the laws of the State of Delaware, upon the terms and conditions set forth in this Agreement (the "Merger");

WHEREAS, for all U.S. federal income tax purposes and applicable state income and franchise tax purposes, the transactions contemplated by the following resolutions constitute the Corporation's (i) "plan of liquidation" within the meaning, and for the purposes, of section 332(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations section 1.332-4 (and corresponding provisions of applicable state tax laws) and/or (ii) "plan of reorganization" within the meaning of section 368(a) of the Code (and corresponding provisions of applicable state tax laws);

WHEREAS, for all U.S. federal income tax purposes and applicable state income and franchise tax purposes, the transactions contemplated by the following resolutions constitute (i) a "complete liquidation" for purposes of, and governed by, sections 332(a), 334(b) and 337(a) of the Code (and corresponding provisions of applicable tax laws) and/or (ii) a "reorganization" within the meaning of section 368(a) of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time, as defined below, the Corporation shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the Merger. The Surviving Entity shall succeed by operation of law, without other transfer or action, to all of the rights, title, interests and property, tangible or intangible, of the Corporation, and shall assume all debts, obligations and liabilities of the Corporation as if the Surviving Entity had itself incurred such debts, obligations and

liabilities. The organizational documents of the LLC shall be the organizational documents of the Surviving Entity.

2. Effective Time. The Merger shall become effective as of the close of business on May 16, 2006. At the Effective Time, all outstanding shares of capital stock of the Corporation shall, by virtue of the merger and without any action on the part of the members thereof, be cancelled and the stockholders of the Corporation, shall hold all membership interests in the LLC in direct proportion to their respective percentage ownership interests in the Corporation.

3. LLC Agreement. The operating agreement of the LLC as in effect immediately prior to the Effective Time (the "LLC Agreement"), shall be the operating agreement of the Surviving Entity and shall continue as in effect immediately prior to the Effective Time until amended in accordance with the terms of the LLC Agreement.

4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.

5. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by mutual consent of the parties hereto.

6. Miscellaneous.

a. If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary, advisable or desirable to vest in the Surviving Entity the title to any property or rights of the Corporation, the officers of the sole member of the Surviving Entity are hereby authorized, acting singly or jointly in the name of the Corporation, to execute and make all such proper assignments and assurances in law, and to do all other things necessary, advisable or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

b. The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.

c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

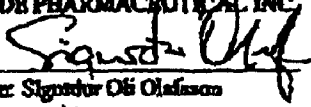
IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

ACTAVIS TOTOWA LLC

By: Actavis Inc., its sole member

By: 
Name: Signatur Oli Olafsson
Title: President

AMIDE PHARMACEUTICAL INC.

By: 
Name: Signatur Oli Olafsson
Title: President