Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **Grant of Security Interest**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Actavis Elizabeth LLC		111/16/2007	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch	
Street Address:	Winchester House	
Internal Address:	1 Great Winchester Street	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2N 2DB	
Entity Type:	Security Agent:	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1801834	Р
Registration Number:	0836453	MOLECULON
Registration Number:	1785154	PUREPAC
Registration Number:	0877237	SWEETASTE

CORRESPONDENCE DATA

900096830

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart White & Case LLP Address Line 1:

Address Line 2: 1155 Avenue of the Americas New York, NEW YORK 10036 Address Line 4:

ATTORNEY DOCKET NUMBER: 4410650-0290

TRADEMARK

REEL: 003699 FRAME: 0943

DOMESTIC REPRESENTATIVE				
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:				
NAME OF SUBMITTER:	Matthew Bart			
Signature:	/Matthew Bart/			
Date:	01/18/2008			
Total Attachments: 8 source=Actavis Elizabeth#page1.tif source=Actavis Elizabeth#page2.tif source=Actavis Elizabeth#page3.tif source=Actavis Elizabeth#page4.tif source=Actavis Elizabeth#page5.tif source=Actavis Elizabeth#page6.tif source=Actavis Elizabeth#page7.tif source=Actavis Elizabeth#page8.tif				

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Actavis Elizabeth LLC, a Limited Liability Company (the "Grantor") with principal offices at 60 Columbia Road, Building B, Morristown, New Jersey, 07960, hereby grants to Deutsche Bank AG, London Branch, as Security Agent, with principal offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of November [], 2007 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the termination of the Security Period (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate without further action required and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest granted by this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

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Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16th day of November, 2007.

ACTAVIS ELIZABETH LLC, Grantor

By KM BUN
Name: KEVIN M. BAIN
Title: V.P. FINANCE

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STATE OF New Jersey	
COUNTY OF Morris	55.:

On this 16 day of Newber, 2007, before me personally came Kevin M. Bain who, being by me duly sworn, did state as follows: that [s]he is VP, Foorce of Actavis Elizabeth LLC, that [s]he is authorized to execute the foregoing Grant on behalf of said Company and that [s]he did so by authority of the Sole Member of said Company.

ROBIN MCLEOD NOTARY PUBLIC, STATE OF NEW JERSEY Commission Expires February 6, 20 1

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DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent and Grantee

Name: C. HOEPFL Title: V.P.

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COUNTY OF City of Landon

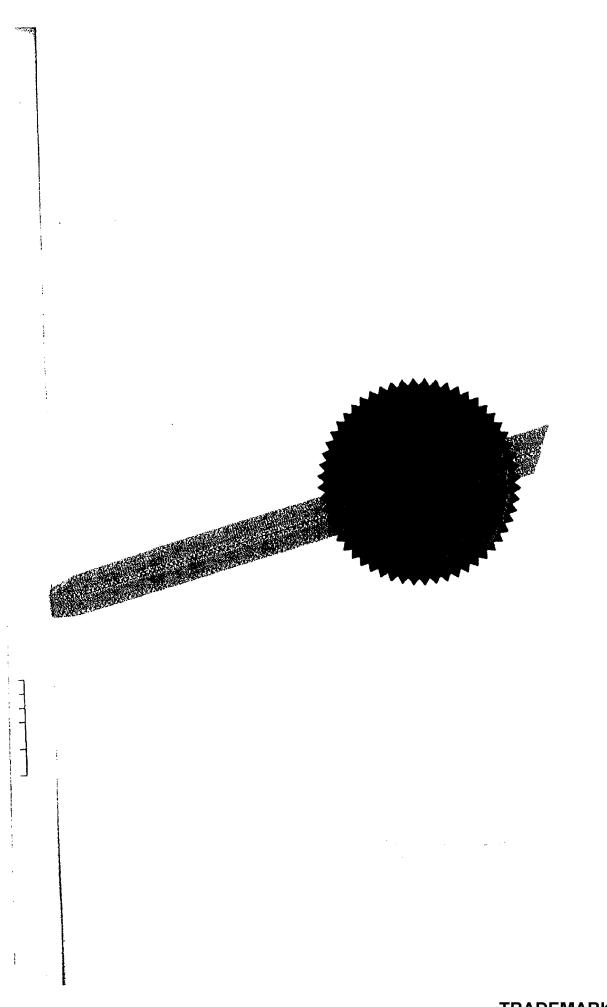
On this 16 day of November, 2007, before me personally came CRAIC HOEFF of Deutsche Bank AG, London Branch, that sight is authorized to execute the foregoing Grant on behalf of Deutsche Bank AG and that sight did so by authority of the Deutsche Board of Directors of said BANK AG.

Notary Public London, England

Notary Public London, England (J. B. BURGESS) My Commission Expires with Life

(J. B. BURGESS)

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SCHEDULE OF MARKS

<u>Mark</u>	Grantor	Reg./App. No.	Reg. Date	
Design (Letter "P" in a Circle)	Actavis Elizabeth LLC	1801834	11/2/1993	
MOLECULON	Actavis Elizabeth LLC	0836453	10/3/1967	
PUREPAC	Actavis Elizabeth LLC	1785154	8/3/1993	
SWEETASTE	Actavis Elizabeth LLC	877237	9/16/1969	

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RECORDED: 01/18/2008