

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
Alamo Pharmaceuticals, LLC		07/31/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Azur Pharma International III Limited		
Street Address:	Clarendon House, 2 Church Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM11		
Entity Type:	LIMITED LIABILITY COMPANY: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2902272	FAZACLO	
Registration Number:	3146363	FAZACLO (CLOZAPINE, USP) ORALLY DISINTEGRATING TABLETS	
CORRESPONDENCE DATA			
Fax Number:	(703)716-1180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-716-1191		
Email:	eteas@gbpatent.com		
Correspondent Name:	Greenblum & Bernstein, P.L.C.		
Address Line 1:	1950 Roland Clarke Place		
Address Line 2:	Attn.: Steven M. Roylance/Todd Hardy		
Address Line 4:	Reston, VIRGINIA 20191-1411		
ATTORNEY DOCKET NUMBER:	T33638		
DOMESTIC REPRESENTATIVE			

OP \$65.00 2902272

Name: Stephen M. Roylance
Address Line 1: 1950 Roland Clarke Place
Address Line 2: Greenblum & Bernstein, P.L.C.
Address Line 4: Reston, VIRGINIA 20191-1411

NAME OF SUBMITTER:

Todd Hardy

Signature:

/TH/

Date:

07/03/2008

Total Attachments: 5
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ASSIGNMENT OF OWNED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of August 3, 2007 by Alamo Pharmaceuticals, LLC, a California limited liability company ("Assignor"), to Azur Pharma International III Limited, a Bermuda limited liability company ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of July 2, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets, including without limitation the patents, patent applications (including any divisionals, continuation, continuations-in-part), patent rights, copyrights, servicemarks, trademarks, tradenames, domain names and web addresses of Assignor, together with the associated goodwill of Assignor's business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such Purchased Assets. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign patents, patent applications (including any divisionals, continuation, continuations-in-part), patent rights, copyrights, servicemarks, trademarks, trademark applications, trade names, domain names and web addresses, together with the associated goodwill of Assignor's business including without limitation, the patents, patent applications (including any divisionals, continuation, continuations-in-part) patent rights, copyrights, servicemarks, trademarks, trademark applications, trade names, domain names and web addresses listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "IP Rights").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the IP Rights, together with the associated goodwill of Assignor's business symbolized by the IP Rights, and all rights to sue for infringement of any IP Right, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made. Assignor agrees to take all commercially reasonable actions requested by Assignee or reasonably necessary to effectuate the assignment and transfer of the IP Rights, including domain names and web addresses, to Assignee. The costs and expenses of any such actions shall be considered to Transfer Fees and shall be shared equally by the parties pursuant to Section 2.6 of the Agreement.

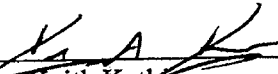
This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto. A facsimile signature page shall be deemed an original, unless an original is required by applicable law. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and representatives. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of the date set forth above.

ALAMO PHARMACEUTICALS, LLC, a California limited liability company

By: Avanir Pharmaceuticals, its sole member

By: 
Name: Keith Katkin
Title: President and Chief Executive Officer


State of California)

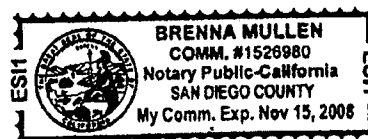
) ss.

County of Orange)

On July 31, 2007, before me, the undersigned, personally appeared Keith A. Katkin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public




SCHEDULE A

Patents:

REDACTED

Trademarks:

<u>Mark/Country</u>	<u>Registration No.</u> (Serial No.)	<u>Registration Date</u> (Filing Date)	<u>Goods/Services</u>
 <p>FAZACLO (U.S.)</p>	2,902,272	11/9/2004 Corrected 7/12/05	Pharmaceutical preparations in Class 5.
FAZACLO (Australia)	984283	1/8/2004	Pharmaceutical preparations
FAZACLO (Canada)	-1,202,910	(01/07/2004)	Pharmaceutical preparations for the treatment of schizophrenia
FAZACLO (CTM)	3028875	1/28/2003	Pharmaceutical preparations
FAZACLO ODT (Australia)	991847	3/5/2004	Pharmaceutical preparations
FAZACLO ODT (Canada)	-1,208,655	(03/05/2004)	Pharmaceutical preparations for the treatment of schizophrenia
FAZACLO ODT (CTM)	3680998	3/4/2004	Pharmaceutical preparations
FAZACLO & Design	3,146,363	9/19/2006	Pharmaceutical preparations for the treatment of schizophrenia

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Domain Names:

REDACTED

Copyrights:

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