

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
Alpharma Pharmaceuticals L.L.C.		12/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Actavis Elizabeth L.L.C.		
Street Address:	60 Columbia Road		
Internal Address:	Building B		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2065489	KADIAN	
Registration Number:	3267066	KADIAN	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 2:	Sean Croman		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Sean M. Croman		
Signature:	/Sean M. Croman/		

CH \$65.00 2065489

Date:

01/12/2009

Total Attachments: 5

source=Assignment Doc#page1.tif

source=Assignment Doc#page2.tif

source=Assignment Doc#page3.tif

source=Assignment Doc#page4.tif

source=Assignment Doc#page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of December 29, 2008, between Alpharma Pharmaceuticals LLC, a Delaware limited liability company ("Assignor") and Actavis Elizabeth LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. King Pharmaceuticals, Inc. ("King") and Assignee are parties to that certain Asset Purchase Agreement dated as of December 17, 2008 (the "Asset Purchase Agreement"). All capitalized terms used in this Trademark Assignment but not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, King agreed to cause Assignor to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Product Mark(s) and Product Domain Names (collectively, the "Marks").

C. Assignee desires to acquire all of the Marks, including without limitation the trademarks and domain names listed on Exhibit A of this Trademark Assignment, together with all applications, registrations and goodwill of the business associated therewith.

NOW THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth in this Trademark Assignment and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Assignor and Assignee agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee and Assignee's successors and assigns, without any reservation of rights, all of Assignor's right, title and interest in and to the Marks, including without limitation all of the trademarks and domain names listed on Exhibit A hereto, together with all applications and registrations for the Marks and all goodwill of the business associated with and symbolized by the Marks, including all common law rights of every kind and nature therein and the right of Assignee to bring actions, claim relief and claim damages in respect of any infringement or other violations of any rights with respect to any of the Marks.

2. Assignor agrees to execute and deliver at the reasonable request of Assignee, without demanding any further consideration, all papers, instruments and assignments, and to perform other acts as Assignee may reasonably request in order to vest and/or record all right, title, and interest in and to the Marks over to Assignee (including without limitation taking all reasonable steps with current domain name registrars to transfer ownership and control of any domain names) and/or to provide evidence to support any of the foregoing if such evidence is required to give full effect to or perfect Assignee's rights under this Trademark Assignment, to the extent such evidence is in the possession or control of Assignor; *provided that*, without limiting the foregoing, Assignee shall be responsible for any filings with or notices to any Governmental or Regulatory Authority (including any expenses associated therewith).

3. The terms and conditions of this Trademark Assignment will inure to the benefit of the Assignee, Assignor and their respective successors and assigns, and shall be binding upon Assignee, Assignor, and their respective successor and assigns.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

ALPHARMA PHARMACEUTICALS LLC

By: _____

Name: Brian A. Markison

Title: Chairman, President and Chief
Executive Officer

ASSIGNEE:

ACTAVIS ELIZABETH LLC

By: _____

Name: _____

Title: _____

Signature Page to Trademark Assignment

TRADEMARK
REEL: 003916 FRAME: 0621

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

ALPHARMA PHARMACEUTICALS LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

ACTAVIS ELIZABETH LLC

By: *[Signature]*

Name: *WILLIAM S. BOWEN*

Title: *President, Actavis Elizabeth LLC*



Signature Page to Trademark Assignment

EXHIBIT A

TRADEMARKS AND DOMAIN NAMES

Trademarks/Domain Names	Register/Registrar	Registration No.
KADIAN	U.S. Patent and Trademark Office	2065489
KADIAN & DESIGN	U.S Patent and Trademark Office	3267066
kadian.com	SafeNames Ltd.	
kadianabuse.com	SafeNames Ltd.	
kadianabuse.net	SafeNames Ltd.	
kadianabuse.org	SafeNames Ltd.	
abusekadian.com	SafeNames Ltd.	
abusekadian.net	SafeNames Ltd.	
abusekadian.org	SafeNames Ltd.	
kadianhcp.com	ENOM Inc.	
kadianhcp.net	ENOM Inc.	
kadianhcp.tv	ENOM Inc.	
kadian.tv	ENOM Inc.	