

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | LICENSE |
|-----------------------|---------|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------|----------|----------------|-----------------------|
| Alpha, Inc. | | 06/13/2008 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------|
| Name: | Axellia Pharmaceuticals ApS |
| Street Address: | Dalslandsgade 11 |
| Internal Address: | Attn: Sine Bramming Platz |
| City: | Copenhagen S |
| State/Country: | DENMARK |
| Postal Code: | 2300 |
| Entity Type: | CORPORATION: DENMARK |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 77336964 | TOBRAIR |

CORRESPONDENCE DATA

Fax Number: (453)264-5501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: +4532645500
 Email: sine.bramming-platz@axellia.com
 Correspondent Name: Axellia Pharmaceuticals ApS
 Address Line 1: Dalslandsgade 11
 Address Line 2: Attn: Sine Bramming Platz
 Address Line 4: Copenhagen S, DENMARK 2300

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

OP \$40.00 77336964

Address Line 4:

NAME OF SUBMITTER:

Sine Bramming Platz

Signature:

/Sine Bramming Platz/

Date:

02/25/2009

Total Attachments: 9

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Dear Sirs

Purchase Agreement and trademark license

Reference is made to the Stock and Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of 6 February 2008, by and among Otnorbidco AS (formerly known as Alfamor 7152 AS), a private limited liability company organized under the laws of Norway with Organization Number 992 106 034, A.L. Labs, Inc. (formerly known as Otdelholdco Inc.), a Delaware corporation, Otdelholdco ApS, a private limited company organized under the laws of Denmark with Registration Number 31 08 95 06, Alpharma Inc., a Delaware corporation ("**Parent**"), Alpharma (Luxembourg) S.à.r.l., a private limited liability company organized under the laws of Luxembourg, Alpharma Bermuda G.P., an exempt general partnership organized under the laws of Bermuda, and Alpharma International (Luxembourg) S.à.r.l., a private limited liability company organized under the laws of Luxembourg. Capitalized terms used and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

Parent is the proprietor of the trademark TOBRAIR, including US Trademark Application Serial No. 77/336,964 (TOBRAIR) and International Registration No. 949032 (TOBRAIR) (the "**Marks**").

In connection with the Closing, Parent is willing to assign to Alpharma ApS (the "**Licensee**"), or to another company nominated by Licensee, all of its right, title and interest in and to the Marks. In order to comply with the requirements of United States trademark law and to preserve the validity of any registration arising from US Trademark Application Serial No. 77/336,964 (TOBRAIR) and International Registration No. 949032 (TOBRAIR), which is based on and dependent upon the US application, the parties agree that US Trademark Application Serial No. 77/336,964 (TOBRAIR) and International Registration No. 949032 (TOBRAIR), which is based on the US application, are Restricted Assets.

Prior to Closing, Licensee was a Subsidiary of Parent. Pursuant to the Purchase Agreement, following Closing, Licensee is a Subsidiary of Otnorbidco AS.

Pursuant to Section 2(d)(ii) of the Purchase Agreement, Parent and Licensee have agreed alternative arrangements set out in this letter agreement for the assignment of the Marks from Parent to Licensee or to another company nominated by Licensee.

Parent and Licensee hereby agree as follows:

1 License

In consideration of the sum of one dollar (inclusive of tax), receipt of which is acknowledged by the Parent, Parent hereby grants Licensee an exclusive, freely sub-licensable, freely assignable and royalty-free license to use Marks in relation to the Business, including in respect of medical apparatus for facilitating the inhalation of pharmaceutical preparations.

2 Ownership of goodwill

All goodwill resulting from the use by Licensee of the Marks during the term of this letter agreement and up until the assignment of the Marks, shall inure to the benefit of Parent. Parent agrees to take reasonable steps to protect and preserve such goodwill, in

contemplation of the assignment of the Marks and the goodwill to Licensee. Following the execution and delivery of the Deed of Assignment (as defined below), the parties intend that Licensee shall own all goodwill and all other rights in and to the Marks.

3 Maintenance

- 3.1** Parent shall promptly notify Licensee of all developments concerning the prosecution of the existing pending applications for the Marks and Parent shall take all steps reasonably required by Licensee to prosecute the existing pending applications for the Marks. Notwithstanding the foregoing, the parties understand and acknowledge that Parent cannot guarantee that any trademark applications will ultimately be granted registration or extension of protection by the applicable trademark offices examining such applications.
- 3.2** Parent shall, if so requested by Licensee, complete such documents and forms as may be required in order to register the license granted by this letter agreement in any jurisdiction where such recordation is required for the protection of the Marks or Parent or Licensee's interests in the Marks or for any other reason.
- 3.3** Licensee shall satisfy all the reasonable and documented out-of-pocket costs, expenses, obligations and liabilities incurred by Parent or its Affiliates pursuant to Clauses 3.1 and 3.2 above.

4 Assignment and sub-licensing

- 4.1** Licensee may assign or transfer or grant sub-licenses in respect of all or any of its rights under this letter agreement without the prior written consent of Parent.
- 4.2** Parent agrees to use its reasonable best efforts to assign to Licensee, or to another company nominated by Licensee, all of its right, title and interest in and to the Marks by executing a deed of assignment in substantially the form as that set out at Annex 1 to this letter agreement (the "**Deed of Assignment**") as soon as practicable following the date of this letter agreement.

5 Infringement and invalidity

- 5.1** Each party shall, on becoming aware of any challenge to the validity of any of the Marks, promptly notify the other party.
- 5.2** Each party shall promptly notify the other of any actual or suspected infringement of any of the Marks or relevant passing off or unfair competition (or similar causes of action) that comes to its attention.
- 5.3** Parent shall co-operate fully with Licensee in taking all steps reasonably required by Licensee, in Licensee's sole discretion, in connection with any infringement of its rights in any of the Marks, including legal proceedings in the name of Licensee or in the joint names of Licensee and Parent. Licensee shall be responsible for the cost of any legal proceedings it instigates, and is entitled to any damages, account of profits and awards of costs recovered and Licensee shall satisfy all the reasonable and documented out-of-pocket costs, expenses, obligations and liabilities incurred by Parent or its Affiliates pursuant to this Clause 5.3.

6 Term and termination

6.1 If the Deed of Assignment has not been executed by 31 December 2013 (the “**Longstop Date**”), Parent shall, promptly following receipt of a written request from Licensee, withdraw its pending applications for the Marks and shall provide Licensee with any assistance Licensee reasonably requires to prosecute a new trademark application for the mark TOBRAIR in the United States or a new International Registration for the mark TOBRAIR. Licensee shall satisfy all the reasonable and documented out-of-pocket costs, expenses, obligations and liabilities incurred by Parent or its Affiliates pursuant to this Clause 6.1.

6.2 This letter agreement shall take effect on the date that it is executed by Parent and Licensee and shall remain in force until the earlier of:

6.2.1 the date of execution of the Deed of Assignment; and

6.2.2 the date 30 days following the Longstop Date.

6.3 Termination of this letter agreement pursuant to Clause 6.2 shall be without prejudice to the right of the parties to seek compensation for breach of any provisions of this letter agreement and Clauses 6.1 and 7 shall survive termination of this letter agreement.

7 Other provisions

7.1 Whole agreement

This letter agreement, together with the Purchase Agreement, contains the whole agreement between the parties relating to the subject matter of this letter agreement at the date of this letter agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this letter agreement.

7.2 Incorporation by reference

The provisions of Sections 11(b), (e), (h), (i), (j), (l), (m), (n) and (o) of the Purchase Agreement are incorporated into this letter agreement *mutatis mutandis*.



Please indicate your agreement with the foregoing by signing, dating and returning a copy of this letter agreement, which will constitute our agreement with respect to the matters set forth herein.

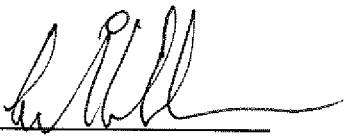
Yours sincerely,

Alpharma Inc.

By: 

Name: Thomas J Spellman III

Title: Executive Vice President & General Counsel

Acknowledged and agreed:  June 13, 2008

Alpharma ApS

By: 

Name: Carl Ake Carlsson

Title: Chairman

Dated: _____

ALPHARMA INC.
and
[ALPHARMA APS]

TRADEMARK ASSIGNMENT

Linklaters

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref: N Franks

This Deed is entered into on _____ between:

- (1) **ALPHARMA INC.**, a Delaware corporation, whose principal place of business is at [address] (the "Assignor"); and
- (2) [**ALPHARMA APS**, a private limited liability company organised under the laws of Denmark with registered address at Dalslandsgade 11, 2300 København S, Denmark, and with registration number 61094628] (the "Assignee").

Whereas:

The Assignor is the proprietor of US Trademark Application Serial No. 77/336,964 (TOBRAIR) and International Registration No. 949032 (TOBRAIR) (the "Trademarks").

Now it is hereby agreed as follows:

1 Interpretation

1.1 Modification and re-enactment of statutes

References to a statutory provision include that provision as modified or re-enacted from time to time.

1.2 Recitals, Clauses etc.

References to this Deed include its Recitals and references to Recitals and Clauses are to recitals and clauses of this Deed.

1.3 Legal terms

References to any English legal term shall, for any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

2 Assignment

In consideration of the sum of one dollar, receipt of which is acknowledged by the Assignor, the Assignor hereby assigns to the Assignee:

- 2.1** all the Assignor's right, title and interest in and to the Trademarks, including (i) all the goodwill attaching to and represented by the Trademarks (but no other goodwill), and (ii) all unregistered trademark rights in the Trademarks; and
- 2.2** all rights of action, powers and benefits arising or accrued in respect of the Trademarks, including the right to bring proceedings for infringement of the Trademarks or for passing off or for otherwise infringing the rights of the Assignor in the Trademarks and to seek and recover damages and all other remedies for any past infringement of the Trademarks.

3 VAT

Any amounts payable by the Assignee under this Deed are inclusive of all Value Added Tax and other sales duties and taxes.

4 Further assurance

- 4.1** Any time after the date of this Deed, at the request of the Assignee, the Assignor shall and shall use its reasonable best efforts to procure that any necessary third party shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Deed.
- 4.2** The Assignor shall provide all reasonable assistance which the Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Trademarks.
- 4.3** Assignee shall satisfy all the reasonable and documented out-of-pocket costs, expenses, obligations and liabilities incurred by Assignor pursuant to Clauses 4.1 and 4.2 above.

5 Incorporation by reference

The provisions of Sections 11(b), (e), (h), (i), (j), (l), (m), (n) and (o) of the Purchase Agreement are incorporated into this Deed *mutatis mutandis*.

In witness whereof, this Deed has been signed as a deed and delivered on the day and year first before written.

SIGNED as a deed by **ALPHARMA INC**
acting by (a director)
and
(a director/the secretary)

}

Signature of Director

.....

Signature of Director/Secretary

.....

SIGNED as a deed by **ALPHARMA**
ApS
acting by (a director)
and
(a director/the secretary)

}

Signature of Director

.....

Signature of Director/Secretary

.....



U.S. Department of Commerce
United States Patent and Trademark Office

Attn: The Director of the U.S. Patent and Trademark Office

February 25, 2009

**Subject: Recording of License Agreement in US trademark no. 77336964 -
TOBRAIR**

Enclosed please find the Recordation Form Cover Sheet, a copy of the Trademark License Agreement to be recorded and a copy of the translated and certified Certificate of Change of Name in the receiving party.

By this letter I would like to clarify the need for the latter.

The Trademark License Agreement (signed June 13, 2008) transfers rights from the applicant of the trademark in question, i.e. **Alpharma, Inc.** (referred to in the Agreement as "Parent") to **Alpharma ApS**, a Danish corporation (referred to in the Agreement as "Licensee").

However, as of July 4, 2008 Licensee has effectively changed its name from Alpharma ApS to **Axellia Pharmaceuticals ApS**. The enclosed Certificate of Change of Name is evidence of such change registered with the Danish Commerce and Companies Agency and shows the clear chain of title.

Based on the above I kindly ask the Director to record the Trademark License Agreement conveying rights to Axellia Pharmaceuticals ApS rather than Alpharma ApS.

Yours truly
Axellia Pharmaceuticals ApS

A handwritten signature in black ink, appearing to read "Sine Bramming Platz".

Sine Bramming Platz
Legal Counsel

Axellia Pharmaceuticals ApS
Dalslandsgade 11
2300 Copenhagen S
Denmark

P: +45 32 64 55 00
F: +45 32 61 55 01
www.axellia.com

CVR-Nr: 61094628

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**TRADEMARK
REEL: 003941 FRAME: 0840**

Certificate

On the 4th July 2008 the notified amendments for CVR number 61094628 (former registration number ApS268.552):

*"ALPHARMA ApS"
Dalslandsgade 11
DK-2300 Copenhagen S*

*domiciled in the municipality of Copenhagen
have been registered in the records of the Danish Commerce and Companies Agency,
whereupon the company has changed its name to:*

*"AXELLIA PHARMACEUTICALS ApS"
Dalslandsgade 11
DK-2300 Copenhagen S*

Copenhagen, 22nd August 2008

*L. Nordgren
Linda Nordgren*

