

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													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Warner Chilcott Company, LLC</td> <td></td> <td>09/09/2009</td> <td>LIMITED LIABILITY COMPANY: PUERTO RICO</td> </tr> <tr> <td>Warner Chilcott (US), LLC</td> <td></td> <td>09/09/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Warner Chilcott Company, LLC		09/09/2009	LIMITED LIABILITY COMPANY: PUERTO RICO	Warner Chilcott (US), LLC		09/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
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PROPERTY NUMBERS Total: 3													
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CORRESPONDENCE DATA													
<p>Fax Number: (210)226-8395 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 210-554-5450 Email: ipdocket@coxsmith.com Correspondent Name: Pamela B. Huff Address Line 1: 112 East Pecan Street, Suite 1800 Address Line 2: Cox Smith Matthews Incorporated Address Line 4: San Antonio, TEXAS 78205</p>													
ATTORNEY DOCKET NUMBER:	21262.790												

OP \$90.00 75748949

NAME OF SUBMITTER:	Pamela B. Huff
Signature:	/pbhuff35901/
Date:	09/30/2009
Total Attachments: 6 source=NATACHEWAssign#page1.tif source=NATACHEWAssign#page2.tif source=NATACHEWAssign#page3.tif source=NATACHEWAssign#page4.tif source=NATACHEWAssign#page5.tif source=NATACHEWAssign#page6.tif	

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the "Agreement") is entered into as of September 9, 2009, by and between WARNER CHILCOTT COMPANY, LLC ("Warner Chilcott"), a limited liability company established under the laws of the Commonwealth of Puerto Rico with offices at Union St. Road 195 Km 1.1, Fajardo, Puerto Rico and WARNER CHILCOTT (US), LLC ("WCUS"), a Delaware limited liability company with offices at 100 Enterprise Drive, Rockaway, New Jersey 07866, collectively ("Warner Chilcott") and MISSION PHARMACAL COMPANY ("Mission"), a Texas corporation with offices at 10999 IH-10 West, Ste. 1000, San Antonio, Texas 78230.

RECITALS

WHEREAS, Warner Chilcott is engaged in the business of developing, marketing and selling pharmaceutical products and owns certain rights related to the Products listed on Exhibit A hereto (the "Products"); and

WHEREAS, the parties hereto intend that Warner Chilcott shall sell to Mission, and Mission shall purchase from Warner Chilcott, certain assets related to the Products upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

ARTICLE 1

Purchase and Sale of Assets

1.1 Sale of Assets. Pursuant to the terms and conditions set forth in this Agreement, Warner Chilcott agrees to sell, convey, assign, grant, transfer and deliver to Mission, and Mission agrees to purchase, acquire and receive from Warner Chilcott on the date hereof (the "Closing Date"), Warner Chilcott's entire interest in all of the following assets related to the Products (collectively, the "Assets") in the United States (including its territories and possessions, the "Territory"):

1.1.1 Information and Know-How. All technical information, regulatory correspondence and information specifically relating to the development, manufacture, packaging, use or sale of the Products in the Territory owned or possessed by Warner Chilcott on the Closing Date (collectively, the "Information"). The Information, to the extent such Information has not previously been provided to Mission, shall be transferred as soon as practicable after the Closing Date.

1.1.2 Included Intellectual Property. All intellectual property and contracts identified in Exhibit B, subject to Section 1.2 below.

1.1.3 Goodwill. Any goodwill associated with the Products in the Territory, subject to Section 1.2 below.

1.1.4 Inventory. All inventories of the Products at the time of Closing shall be considered assets. Product returns and related costs after Closing will be Mission's liability. Mission shall be responsible for all costs and expenses associated with all inventory of the Products post-Closing. Warner Chilcott shall make the inventories of Products accessible for transportation (or redirection if already in transport) by Mission within three (3) calendar days from the Closing Date.

1.1.5 Marketing materials. All marketing materials discussing or referencing the Products, and the copyrights therein, whether or not previously used. Such marketing materials shall include all print, video, web site, photographic and electronic media as well as any marketing or sales data, public relations, brand books, creative briefs, strategic marketing plans, strategic maps, medical meeting displays, quantitative or qualitative research, prescriber or consumer focus group findings, managed care documentation and contacts, all customer lists and customer contact information.

1.1.6 FDA regulatory materials. All FDA regulatory materials and correspondence related to the Products.

1.1.7 Business records. All business records, including books, accountings and sales records relating to the Products.

1.1.8 Pending Litigation. All law suits filed by Warner Chilcott asserting causes of action related to the Products and identified in Exhibit B to this Agreement, subject to Section 1.2 below.

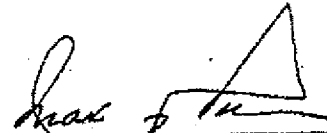
1.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets of Warner Chilcott (the "Excluded Assets") shall be excluded from and shall not constitute Assets:

1.2.1 Excluded Contract Rights. The rights of Warner Chilcott or any of its Affiliates in, to and under all contracts of any nature, the obligations of Warner Chilcott or any of its Affiliates under which are not expressly assumed by Mission herein; and

1.2.2 Excluded Intellectual Property. Warner Chilcott shall retain the right and title to any Intellectual Property (as defined herein) and information utilized in

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WARNER CHILCOTT COMPANY, LLC.

By: 
Name: Max Torres
Title: Senior Director and General Manager,
Business Operations and
Treasurer

WARNER CHILCOTT (US), LLC.

By: _____
Name: Anthony Bruno
Title: Executive Vice President, Corporate
Development

MISSION PHARMACAL COMPANY

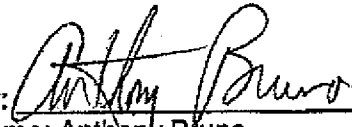
By: _____
Name: Thomas J. Dooley
Title: Chief Financial Officer

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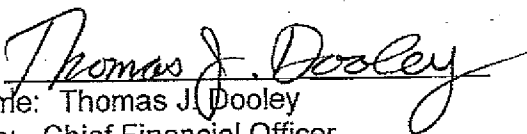
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EXHIBIT B

INCLUDED INTELLECTUAL PROPERTY AND CONTRACTS

U.S. Trademark Registrations and Applications:

2179606 "NATAFORT".

75/748949 "NATACHEW" (dead application).

75/803308 "NATAFORT ULTRA" (dead application).

U.S. Common Law Trademark Rights

NATAFORT, NATACHEW and NATAFORT ULTRA in any form.