TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novartis, AG		03/04/2008	CORPORATION: SWITZERLAND
Novartis Consumer Health, Inc.		03/04/2008	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Endo Pharmaceuticals Inc.
Street Address:	100 Endo Boulevard
City:	Chadds Ford
State/Country:	PENNSYLVANIA
Postal Code:	19317
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0960282	VOLTAREN
Registration Number:	3544556	
Serial Number:	77053235	JOY OF MOVEMENT

OP $90.00 0960282

CORRESPONDENCE DATA

Fax Number: (484)840-4269
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6105589800
Email: johnson.ginola@endo.com
Correspondent Name: Guy Donatiello
Address Line 1: 100 Endo Boulevard
Address Line 4: Chadds Ford, PENNSYLVANIA 19317

NAME OF SUBMITTER:	Guy T. Donatiello
Signature:	/guy donatiello/

Date:	10/30/2009

Total Attachments: 7
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LICENSE AND SUPPLY AGREEMENT

THIS LICENSE AND SUPPLY AGREEMENT (this "Agreement"), dated as of March 4, 2008 (the "Execution Date"), by and among NOVARTIS, AG, a Swiss corporation having a principal place of business in Basel, Switzerland ("NOVARTIS AG"), NOVARTIS CONSUMER HEALTH, INC., a Delaware corporation having a principal place of business at 200 Kimball Drive, Parsippany, New Jersey 07054 ("NOVARTIS," and collectively with NOVARTIS AG, the "NOVARTIS Parties") and ENDO PHARMACEUTICALS INC., a Delaware corporation having a principal place of business at 100 Endo Drive, Chadds Ford, Pennsylvania 19317 ("ENDO"). Each of NOVARTIS and ENDO is referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the NOVARTIS Parties have certain rights in the Territory in and to the Licensed Product;

WHEREAS, NOVARTIS desires to grant a license to another Person to Commercialize the Licensed Product for use in the Territory and in the Field on the terms and conditions set forth herein; and

WHEREAS, ENDO desires to obtain such a license on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for other good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1
DEFINITIONS

Capitalized terms used in this Agreement, whether used in the singular or plural, except as otherwise expressly set forth herein, shall have the meanings set forth below:

1.1 "A&P Expenses" shall mean, to the extent incurred, recorded and executed in connection with the Accounting Standards, Out-of-Pocket Costs for the following items, to the extent incurred in connection with advertising and promotion of the Licensed Product in accordance with this Agreement:

(a) professional advertising (including agency fees);

(b) consumer advertising (including agency fees);

(c) Detail aids, leave-behinds and similar materials;

(d) materials and programs for training of the Sales Force, including Launch meetings and annual sales meetings, Promotional Materials, telemarketing, symposia, conventions, Managed Markets initiatives, market research (not to exceed ten

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shall be calculated as above on the value of the non-cash consideration received or the fair market price (if higher) of the product in the country of sale or disposal.

1.76 "Non-Primary Detail" shall mean a Detail during which the Licensed Product is the second (2nd) most prominent item presented in the call and comprises, on average, approximately thirty percent (30%) of the time and cost of the call.

1.77 "Notice of Rejection" shall have the meaning set forth in Section 5.8(b).

1.78 "NOVARTIS" shall have the meaning set forth in the introductory paragraph.

1.79 "NOVARTIS AG Know-How" shall mean all Know-How Controlled by NOVARTIS AG or its Affiliates that relates to the Licensed Product or the manufacture, use, Development or Commercialization thereof.

1.80 "NOVARTIS AG Patents" shall mean all Patents Controlled by NOVARTIS AG or its Affiliates which include at least one claim which would be infringed (or, in the case of a patent application, if issued, would be infringed) by the manufacture, use, Development or Commercialization of the Licensed Product.

1.81 "NOVARTIS AG Technology" shall mean NOVARTIS AG Patents and NOVARTIS AG Know-How, except for the NOVARTIS Technology.

1.82 "NOVARTIS Technology" shall mean the Licensed Product NDA and all clinical studies conducted by NOVARTIS in support of the Licensed Product NDA.

1.83 "NOVARTIS Warehouse" shall have the meaning set forth in Section 5.5(b).

1.84 "NSAID" shall mean a non-steroidal anti-inflammatory drug.

1.85 "OTC Equivalent Product" shall mean any diclofenac topical dispersible product approved by the FDA for sale in the Territory as an OTC Product, whether or not the Launch of such product results in the declassification of the Licensed Product as an Rx Product.

1.86 "OTC Product" shall mean a pharmaceutical product for use in humans that has been approved by the FDA for sale to customers and/or patients in the Territory without a prescription. For the avoidance of doubt, a BTC Product shall constitute an OTC Product.

1.87 "OTC Switch" shall have the meaning set forth in Section 9.1.

1.88 "Out-of-Pocket Costs" shall mean direct expenses paid or payable to Third Parties and specifically identifiable as relating to and incurred to manufacture, Develop or Commercialize the Licensed Product.

1.89 "Party" shall have the meaning set forth in the introductory paragraph.

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shall make changes in the manner it performs its obligations hereunder that are affected by updates in the Product Brand Equity as soon as commercially reasonable.

1.100 "Product Liability Claims" shall have the meaning set forth in Section 15.2.

1.101 "Product Trademark" shall mean the Voltaren® trademark, U.S. Registration No. 960282, the Man and Path design trademark, U.S. Trademark Application No. 77/258978, the JOY OF MOVEMENT TM, U.S. Trademark Application No. 77/053235, and any accompanying logos, trade dress and/or indicia of origin, including applicable branding, color, palette, typeface, tagline and icon.

1.102 "Professionals" shall mean physicians and other health care practitioners who are permitted under the Laws of the United States to prescribe the Licensed Product.

1.103 "Promotional Materials" shall have the meaning set forth in Section 4.6.

1.104 "Recall Expenses" shall have the meaning set forth in Section 5.10(c)(ii).

1.105 "Regulatory Exclusivity Period" shall mean the period of any regulatory exclusivity granted by the FDA with respect to the Licensed Product.

1.106 "Rejected Products" shall have the meaning set forth in Section 5.8(b).

1.107 "Renewal Term" shall have the meaning set forth in Section 17.1(a).

1.108 "Representatives" shall mean, with respect to a Person, the employees, consultants, officers, directors, representatives and permitted sublicensees and subcontractors of such Person, including, in the case of ENDO, all CSOs, MSLs and field-based Managed Market personnel.

1.109 "Required Phase IV Clinical Studies" shall mean Phase IV Clinical Studies required by the FDA to be conducted as a condition to its Approval of the Licensed Product NDA.

1.110 "Rolling Forecast" shall have the meaning set forth in Section 5.3.

1.111 "Rx Product" shall mean a pharmaceutical product for use in humans that has been approved by the FDA for sale to customers and/or patients in the Territory with a prescription written by a Professional.

1.112 "Sales Force" shall mean the Sales Representatives utilized by ENDO (including Sales Representatives of a Contract Sales Organization) to Detail the Licensed Product in accordance with this Agreement.

1.113 "Sales Representative" shall mean an individual, whether employed or engaged by ENDO, its Affiliates or Representatives, including a CSO, who engages in Detailing and other promotional efforts with respect to the Licensed Product and who has been appropriately trained and equipped, in accordance with the terms of Sections 4.3 and 4.5,

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SECTION 2
GRANT

2.1 License. Subject to the terms and conditions of this Agreement, the NOVARTIS Parties hereby grant to ENDO the exclusive right and license to Develop (solely to the extent expressly permitted in Section 8) and Commercialize the Licensed Product as an Rx Product under the NOVARTIS AG Technology and the NOVARTIS Technology and the Product Trademark in the Field in the Territory in accordance with this Agreement. Except as expressly provided in this Agreement (such as ENDO's right to engage a CSO), the rights and licenses granted to ENDO under this Agreement shall not be sublicensed, assigned or transferred. Nothing in this Agreement shall prevent ENDO from performing any of its obligations through subcontractors, except that ENDO may not subcontract its control over marketing of the Licensed Product. ENDO shall remain responsible for performance of any obligations that it subcontracts.

2.2 Compliance With Law. Each of NOVARTIS and ENDO shall, and shall cause their Affiliates and respective Representatives to, perform their obligations under this Agreement in accordance with applicable Law. No Party or any of its Affiliates shall, or shall be required to, undertake any activity under or in connection with this Agreement which violates, or which it believes, in good faith, may violate, any applicable Law.

2.3 Reservation of Rights; NOVARTIS Know-How.

(a) ENDO acknowledges that, notwithstanding any other provision of this Agreement, all rights of NOVARTIS and its Affiliates not specifically granted herein to ENDO are expressly reserved to NOVARTIS or its Affiliates, as applicable. Without limiting the foregoing, in no event is ENDO granted any rights or licenses to or with respect to any generic pharmaceutical product, any OTC Product (subject to Section 9.2) or any other diclofenac topical gel (subject to Section 10.1 with respect to Line Extensions).

(b) ENDO acknowledges and agrees that, notwithstanding the license grant in Section 2.1, neither NOVARTIS nor any Affiliate thereof shall be under any obligation to disclose to ENDO any NOVARTIS Know-How, including the Licensed Product NDA or any data therein, all of which shall constitute NOVARTIS Confidential Information.

SECTION 3
GOVERNANCE

3.1 Committees/Management. The Parties agree to establish, for the purposes specified herein, a Joint Commercialization Committee and such other Committees as the Parties may from time to time determine to be necessary or desirable. The Parties acknowledge and agree that, notwithstanding any other provision hereof, none of the Committees formed or to be formed under this Agreement shall have the power to amend, modify,

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IN WITNESS WHEREOF, NOVARTIS AG, NOVARTIS and ENDO have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

NOVARTIS, AG

By_____
Name:
Title:

By_____
Name:
Title:

NOVARTIS CONSUMER HEALTH, INC.

By_____
Name: Larry P. Allgaier
Title: OTC CEO

ENDO PHARMACEUTICALS INC.

By_____
Name:
Title:

[Signature Page to License and Supply Agreement]

IN WITNESS WHEREOF, NOVARTIS AG, NOVARTIS and ENDO have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

NOVARTIS, AG

By_____
Name:
Title:

By_____
Name:
Title:

NOVARTIS CONSUMER HEALTH, INC.

By_____
Name:
Title:

ENDO PHARMACEUTICALS INC.

ENDO LEGAL

By_____
Name: Henry J. Leperiq
Title: Chief Operating Officer

[Signature Page to License and Supply Agreement]

IN WITNESS WHEREOF, NOVARTIS AG, NOVARTIS and ENDO have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

NOVARTIS, AG

By_____
Name:
Title: Peter Rupprecht
authorized signatory

By_____
Name: Paul David Burns
Title: Authorized Signatory

NOVARTIS CONSUMER HEALTH, INC.

By_____
Name:
Title:

ENDO PHARMACEUTICALS INC.

By_____
Name:
Title:

[Signature Page to License and Supply Agreement]