

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
Hind Healthcare, Inc.		11/23/1998	CORPORATION: CALIFORNIA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	1597110	LIDODERM	
Registration Number:	1821958	TAKON	
CORRESPONDENCE DATA			
Fax Number:	(484)840-4269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6105589800		
Email:	johnson.ginola@endo.com		
Correspondent Name:	Donatiello T. 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: 11			

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SOLE AND EXCLUSIVE LICENSE AGREEMENT
Between
HIND HEALTH CARE, INC.
And
ENDO PHARMACEUTICALS INC.

THIS AGREEMENT is effective as of the 23rd day of November 1998, between Hind Healthcare, Inc., a California corporation, having its principal office at Suite 101, 3707 Williams Road, San Jose, CA 95117-2017 ("HIND") and Endo Pharmaceuticals Inc., a Delaware corporation, having its principal office at 223 Wilmington West Chester Pike, Chadds Ford, PA 19317 ("ENDO").

WITNESSETH THAT:

WHEREAS, HIND represents that it is the owner of certain patents, know-how and trademarks for the topical treatment of post-herpetic neuralgia, other forms of neuralgia and neuropathy and has the right to grant licenses to said patents, know-how, and trademarks;

WHEREAS, ENDO is a pharmaceutical company engaged in research, development, and marketing of various products, including pain management products;

WHEREAS, ENDO wishes to secure a license to said Hind patents, know-how, and trademarks to develop, import, use, market, promote, and sell a pharmaceutical product for the topical treatment of post-herpetic neuralgia, other forms of neuralgia and neuropathy in the United States;

WHEREAS, HIND is willing to grant and Endo is willing to accept a license to said Hind patents, know-how, and trademarks upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants and obligations hereinafter set forth and intending to be legally bound, the parties hereby agree as follows:

I. DEFINITIONS

The following capitalized terms shall have the meanings set forth below for purposes of this Agreement:

- (a) "Affiliate" means any entity controlling, controlled by or under common control of either ENDO or HIND. For purposes hereof, "control" shall mean ownership, directly or indirectly, of more than fifty percent (50%) of the securities having the right to vote for the election of directors, in the case of a corporation, and more than fifty percent (50%) of the beneficial interest in the capital, in the case of a business entity other than a corporation.
- (b) "Approvable Letter" means a written communication from the FDA, in accordance with Section 21 CFR 314.110, which states that the NDA for the Product substantially meets all FDA requirements for approval to market, promote, and sell the Product in the Territory contingent upon the NDA applicant satisfactorily addressing any minor issues raised by the FDA.

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- (c) "Approval Letter" means a written communication from the FDA, in accordance with Section 21 CFR 314.105, which states that the NDA for the Product meets all FDA requirements for the Product and the Product may be marketed, promoted, and sold in the Territory.
- (d) "Commercial Sale" means the sale for value of Product by ENDO to an unaffiliated third party. Commercial Sale does not include transfer or sale of Product by ENDO to Affiliates or sublicensees nor any donation or transfer of Product free of charge by ENDO to unaffiliated third parties.
- (e) "FDA" means the United States Food and Drug Administration.
- (f) "FDA Communication" means any action, request, order, instruction, communication, complaint, notice, public announcement or inquiry by the FDA or any submission, filing, letter or other communication by HIND to the FDA, regarding the Product which is sent by or is received by HIND or which comes to Hind's or its agent's attention, including, but not limited to field actions, investigations or recalls of the Product in the Territory.
- (g) "Intellectual Property Rights" means the Licensed Patents, Know-How, and Trademarks listed in Exhibit A which are necessary or useful for the development, manufacture, use, marketing, promotion, and sale of the Product and all improvements and enhancements thereto by HIND, TEIKOKU and/or any related party.
- (h) "Know-how" means all information and data, regardless of form, which is necessary or useful for the development, use, marketing, promotion, and sale of the Product.
- (i) "Licensed Patent" means the United States patents listed in Exhibit A owned in whole or in part or licensed or assigned to HIND and all reissues, extensions, substitutions, confirmations, registrations, revalidations, additions, continuations, continuations-in-part, and divisions thereof.
- (j) "License Year" means a twelve (12) month period beginning on the date of the Product Launch and thereafter on the anniversary date thereof.
- (k) "NDA" means the new drug application covering the Product on file with the FDA, as amended from time to time.
- (l) "Net Sales" means the gross invoice price of Products sold by ENDO to any third party, excluding Affiliates and sublicensees, less (i) cash, trade, promotional, or quantity discounts and/or rebates, (ii) retroactive price reductions, (iii) sales, use, or other excise taxes, (iv) returns and allowances, (v) expired Products and (vi) transportation and/or shipping charges.

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- (m) "Product" means any topical formulation of lidocaine in a bandage and/or transdermal (Patch) formulation, whether sold over-the counter or by prescription, for human use which falls within the claims of the Licensed Patents.
- (n) "Product Launch" means the first Commercial Sale of the Product by ENDO for resale or use to an unaffiliated third party in the Territory.
- (o) "Reasonable Commercial Efforts" means those efforts which would be made by a reasonably prudent business person acting in good faith, in the exercise of reasonable commercial judgment and in a manner consistent with those efforts a party devotes to a pharmaceutical product resulting from its own research efforts and having a similar market potential.
- (p) "Related Agreement" means the Supply and Manufacturing Agreement entered into by Teikoku Seiyaku Co. Ltd., and Teikoku Pharma USA, Inc. (collectively hereinafter referred to as "TEIKOKU"), the manufacturer of the transdermal delivery system for the Product and ENDO of even date herewith and attached hereto as Exhibits B made a part hereof.
- (q) "Royalty Period" means the period commencing with the second (2nd) anniversary of the date of receipt by ENDO of HIND's receipt of notice of the Approval Letter by ENDO in the Territory until the shorter of (i) the life of the last issued Licensed Patent or (ii) thirteen (13) years from the effective date of this Agreement.
- (r) "Submission Package" means all pre-clinical, laboratory, clinical, biocompatibility and other testing data, labeling, processing, material and packaging specifications, and supplements or amendments to the foregoing; and all other information in the possession of and used by HIND for submitting, obtaining, and maintaining approval of an NDA in accordance with the requirements of the Food Drug & Cosmetic Act, as amended, from time to time.
- (s) "Supply and Manufacturing Agreement" means the Supply Agreement between TEIKOKU and ENDO of even date herewith and attached hereto as Exhibit B and made a part hereof.
- (t) "Territory" means the United States, its territories, commonwealths, and possessions.
- (u) "Trademark" shall mean the HIND trademarks "LIDODERM" or TAKON that may be used to market the Product in the Territory

II. LICENSE GRANT

HIND hereby grants to ENDO and ENDO hereby accepts a sole and exclusive license, including the right to sublicense, to all of the Intellectual Property Rights including the rights to develop, use, market, promote, and sell the Product in the Territory.

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such license agreement for the Development Product, ENDO shall transfer, at HIND's expense, the rights to any NDA for the Development Product back to HIND.

VIII. WARRANTIES AND REPRESENTATIONS

8.1 Legal Authority. Each party represents and warrants to the other that it has the legal power, authority and right to enter into this Agreement and to perform its respective obligations set forth herein.

8.2 No Conflicts. Each party represents and warrants that as of the date of this Agreement it is not a party to any agreement or arrangement with any third party or under any obligation or restrictions, which in any way limits or conflicts with its ability to fulfill any of its obligations under this Agreement.

8.3 Third Party Claims. HIND warrants to ENDO that there are no third party claims that would challenge or impair the license of the rights granted to ENDO herein, including without limitation, any claims based upon patents, copyrights, trademarks, or trade secret laws of the Territory. In the event, that a bono fide third party claim manifests itself with regard to the Intellectual Property and ENDO is able to negotiate an appropriate royalty bearing license from such third party, HIND shall pay fifty percent (50%) of such third party royalty, provided that in no event shall HIND be required to pay more than fifty percent (50%) of the royalties paid by ENDO to HIND hereunder. To the extent that the royalty due to the third party exceeds 12% per annum, ENDO shall have the option to terminate this Agreement.

8.4 Submission Package. HIND hereby warrants and represents to ENDO that the Submission Package for the Product and all information contained therein, as of the effective date of this Agreement, are true and correct and that HIND is unaware of any fact that would render such information inaccurate or untrue .

8.4 Survival. The foregoing representations and warranties shall survive the execution, delivery, and performance of this Agreement, notwithstanding any due diligence investigation by or on behalf of either party.

IX. TRADEMARKS

9.1. Trademark License Grant. HIND hereby grants ENDO an exclusive, royalty-free right and license, subject to Paragraph 4.3 above, to use the Trademark in connection with the marketing, promotion, advertising, and sale or other distribution of the Product in the Territory. ENDO may sublicense such right and license to use such Trademark to any permitted sublicensees if such sublicensee agrees in writing to be bound by the terms and conditions of this Paragraph.

9.2 ENDO may request HIND's reasonable assistance, at the expense of ENDO, in applying for or maintaining any registration of the Trademark in the Territory.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the day and year first above written by their duly authorized officers as set forth below.

HIND HEALTH CARE, INC.

By: Harry W. Hind
Harry W. Hind
President

ENDO PHARMACEUTICALS INC

By: Carol A. Ammon
Carol A. Ammon
President & CEO

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CA

EXHIBIT A

PATENTS

<u>U.S. Patent Number</u>	<u>Title</u>	<u>Issue Date</u>
5,709,869	" Method for Treating Nerve Injury Pain Associated with Shingles"	1/20/98
5,411,738	"Method for Treating Nerve Injury Pain Associated with Shingles Herpes-Zoster and Post-Herpetic Neuralgia) by Topical Application Of Lidocaine"	5/2/95
5,601,838	"Method for Treating Pain Associated with Herpes Zoster and Post-Herpetic Neuralgia"	2/11/97
5,589,180	"Method for Treating Nerve Injury Pain Associated with Shingles (Herpes-Zoster and Post Herpetic Neuralgia) by Topical Application of Lidocaine	12/31/96

TRADEMARKS

<u>U.S. Trademark Registration number</u>	<u>Trademark</u>	<u>Registration Date</u>
1597110	LIDODERM®	July 8, 1996
1821958	TAKON®	February 15, 1994

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ADDENDUM TO SOLE AND EXCLUSIVE LICENSE AGREEMENT
BETWEEN
HIND HEALTH CARE, INC.
AND
ENDO PHARMACEUTICALS INC.

THIS ADDENDUM is made this 15th day of March 2002, to the license agreement executed November 20th, 1998 between HIND HEALTH CARE, INC. ("HIND") and ENDO PHARMACEUTICALS INC. ("ENDO"), hereinafter "the Agreement".

NOW, THEREFORE, in consideration of the premises, mutual promises and understandings set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Amendment to Article I. The following definitions supercede those contained in the Agreement.**
- (c) "Approval Letter" means a written communication from the FDA, in accordance with section 21 CFR 314.105, which states that the NDA for the Product meets all FDA requirements for the Product and the Product may be marketed, promoted, and sold in the Territory and, in the case of each of Additional Territory One and Additional Territory Two, a similar letter of approval from the appropriate authority.
- (m) "Product" means any topical formulation of lidocaine in a bandage and/or transdermal (Patch) formulation, whether sold over-the counter or by prescription, for human use and which falls within the claims of the Licensed Patents, with the specific exclusion of Development Product.
- (i) "Licensed Patents" means the United States and Canadian patents listed in Exhibit A owned in whole or in part or licensed or assigned to HIND and all reissues, extensions, substitutions, confirmations, registrations, revalidations, continuations, continuations-in-part, and divisions thereof.
- (q) "Royalty Period" in (a) the Territory means the period commencing with the second (2nd) anniversary of the date of receipt by ENDO of HIND's receipt of the notice of the Approval Letter by ENDO in the Territory until the shorter of (i) the life of the last issued Licensed Patent in the Territory or (ii) thirteen (13) years from the date of the Approval Letter; and in (b) the Additional Territories means the period commencing with the second (2nd) anniversary of the date of receipt by ENDO of HIND's receipt of the notice of the Approval Letter by ENDO in each Additional Territory until, in the case of Additional Territory One, the shorter of (i) the life of the last issued Licensed Patent in the Additional Territory One or (ii) thirteen (13) years from the date of the Approval Letter in Additional Territory One and until, in the case of Additional Territory Two, thirteen (13) years from the date of the Approval Letter in Additional Territory Two.

- (u) "Trademark" shall mean the HIND trademarks "LIDODERM" or "TAKON" that may be used to market the Product in the Territory and the Additional Territories.
- (v) "Additional Territories" means Canada and its respective territories, commonwealths and possessions ("Additional Territory One") and Mexico and its respective territories, commonwealths and possessions ("Additional Territory Two").

2. **Amendment to Article II. Article II of the Agreement shall be deleted in its entirety and, in lieu thereof, the following shall be inserted:**

II. LICENSE GRANT

HIND hereby grants to ENDO and ENDO hereby accepts a sole and exclusive license, including the right to sublicense, to all of the Intellectual Property Rights including the rights to develop, use, market, promote, and sell the Product in the Territory and in the Additional Territories.

3. **Amendment to Article IV. Article IV of the Agreement shall be amended and modified by deleting the first sentence therefrom and, in lieu thereof, inserting the following:**

IV. ROYALTIES

4.1 As part consideration for the license granted by HIND to ENDO in Article 2 above, (A) with respect to the Territory, ENDO shall pay HIND royalty payments as set forth in paragraphs 4.1 (a) - (d) below and (B) with respect to the Additional Territories, ENDO shall pay HIND royalty payments as set forth in paragraphs (e) -(i) below:

4. **Amendment to Paragraph 4.1(d). Paragraph 4.1(d) of the Agreement shall be deleted in its entirety and, in lieu thereof, the following shall be inserted:**

- (d) Notwithstanding the provisions in Paragraphs 4.1(a) through (c), ENDO's obligation to pay royalties, including minimum royalties, to HIND shall cease if the applicable claims in a Licensed Patent in the Territory are held invalid by an unappealed or unappealable decision of a court of competent jurisdiction in the Territory. In the event that ENDO's obligation to pay royalties terminates in accordance with this Paragraph, ENDO shall have the option to use the Trademarks upon payment of a one and one half percent (1.5%) royalty to HIND based on the royalty calculations set forth in the Agreement and as amended in the Addendum, providing that ENDO notifies HIND within thirty (30) days after the date of the court decision ("Decision Date") of its intent to continue to use the Trademarks.

12. **Amendment to Article XIII.** Article XIII of the Agreement shall be deleted in its entirety and, in lieu thereof, the following shall be inserted:

XIII **TERM**

The Agreement, the Addendum and the license granted to the Intellectual Property Rights thereunder, shall, in the case of the Territory, expire upon the shorter of thirteen (13) years from the date of the Approval Letter or the expiration of the last to expire Licensed Patent in the Territory; and, in the case of Additional Territory One, expire upon the shorter of thirteen (13) years from the date of the Approval Letter in Additional Territory One or the expiration of the last to expire Licensed Patent in Additional Territory One; and in the case of Additional Territory Two, thirteen (13) years from the date of the Approval Letter in Additional Territory Two. Thereafter, ENDO shall have a fully paid up exclusive license, including the right to sublicense, to use all of the Intellectual Property Rights to develop, use, market, promote, and sell the Product in the Territory and the Additional Territories with the exception of the Trademarks listed in Exhibit A on which ENDO shall pay to HIND an annual royalty as set forth paragraphs 4.1 (h) and (i) above with respect to the Additional Territories, if applicable.

13. **Amendment to Article IX.** Article IX of the Agreement shall be deleted in its entirety and, in lieu thereof, the following shall be inserted:

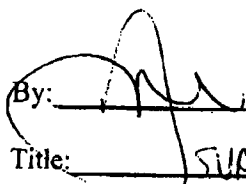
IX. **TRADEMARKS**

- 9.1 **Trademark License Grant.** In the Territory, HIND hereby grants ENDO an exclusive, royalty-free right and license, subject to Paragraphs 4.1(d) and 4.3 above, to use the Trademark in connection with the marketing, promotion, advertising, and sale or other distribution of the Product in the Territory. In the Additional Territories, HIND hereby grants ENDO an exclusive, royalty-free right and license, subject to Paragraphs 4.1(e)-(i) and 4.3 above, to use the Trademark in connection with the marketing, promotion, advertising, and sale or other distribution of the Product in the Additional Territories. ENDO may sublicense such right and license to use such Trademark to any permitted sublicensees if such sublicensees agree in writing to be bound by the terms and conditions of this Paragraph.
- 9.2 ENDO may request HIND's reasonable assistance, at the expense of ENDO, in applying for or maintaining any registration of the Trademark in the Territory and the Additional Territories.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

ENDO PHARMACEUTICALS INC

HIND HEALTH CARE, INC

By: 
Title: SUB/CEO
Date: 3/5/02

By: Harry W Hind
Title: President
Date: 3-15-02

Exhibit A**

Patents

COUNTRY	FILED	SERIAL#	ISSUED	PATENT#	EXPIRATION
UNITED STATES	5/18/90	07/526,771	2/11/97	5,601,838	2/11/14
UNITED STATES	2/16/94	08/198,223	5/2/95	5,411,738	5/2/12
UNITED STATES	3/5/96	08/611,168	12/31/96	5,589,180	3/17/09
UNITED STATES	12/23/96	08/773,529	1/20/98	5,709,869	3/17/09*
UNITED STATES	1/20/00	09/488,195			3/17/09
CANADA	9/25/89	612,896	12/10/96	1,338,779	12/10/13

* Surrendered in favor of reissue application 09/488,195 for which the issue fee has been paid.

Trademarks

COUNTRY	FILED	APPL#	REGDT	REG#	CLASSES
LIDODERM					
CANADA	8/16/01	1,112,968			PENDING
MEXICO	8/23/01	503162			PENDING
UNITED STATES	3/30/89	73/790,107	5/22/90	1,597,110	05
TAKON					
UNITED STATES	2/23/54	71/661,401	1/4/55	600,488	03
UNITED STATES	12/11/92	74/339,115	2/15/94	1,821,958	05

**This Exhibit A supplements the Exhibit A attached to the Agreement, which remains in full force and effect.