

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
Cambridge Laboratories (Ireland) Limited		06/18/2009	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	Biovail Laboratories International (Barbados) SRL		
Street Address:	Welches		
City:	Christ Church		
State/Country:	BARBADOS		
Postal Code:	BB17154		
Entity Type:	International Society: BARBADOS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2839404	XENAZINE	
CORRESPONDENCE DATA			
Fax Number:	(202)280-1177		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9042472620		
Email:	eastdocket@hollymenker.com		
Correspondent Name:	James R. Menker, Holley & Menker, P.A.		
Address Line 1:	P.O. Box 331937		
Address Line 4:	Atlantic Beach, FLORIDA 32233		
ATTORNEY DOCKET NUMBER:	1576.0000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2839404

900149653

**TRADEMARK
 REEL: 004112 FRAME: 0001**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

James R. Menker

Signature:

/jmenker/

Date:

12/10/2009

Total Attachments: 6

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Allen & Overy LLP

ASSIGNMENT

CAMBRIDGE LABORATORIES (IRELAND) LIMITED

CAMBRIDGE LABORATORIES LIMITED

and

**BIOVAIL LABORATORIES INTERNATIONAL
(BARBADOS) SRL**

18 June, 2009

THIS ASSIGNMENT is dated 18th June, 2009,

BETWEEN:

- (1) **CAMBRIDGE LABORATORIES (IRELAND) LIMITED**, a company organized under the laws of the Republic of Ireland and **CAMBRIDGE LABORATORIES LIMITED**, a company organised under the laws of the England (company number 02039082 and formerly called Cambridge Selfcare Diagnostics Limited) (each an Assignor), and
- (2) **BIOVAIL LABORATORIES INTERNATIONAL (BARBADOS) SRL**, a society with restricted liability under the laws of Barbados with society number 967 whose registered office is at Welches, Christ Church, Barbados BB17154 (Assignee).

BACKGROUND

- (A) As part of an agreement dated 16 May 2009 between Cambridge Laboratories (Ireland) Limited and the Assignee (**Sale Agreement**), Cambridge Laboratories (Ireland) Limited agreed to assign and procure that its relevant Affiliates assign to the Assignee all of their respective rights in the Assigned Intellectual Property and Technology.
- (B) The parties now wish to give full effect to the Sale Agreement by entering into this assignment.
- (C) All defined terms used, but not defined, herein shall have the meanings set out in the Sale Agreement.

IT IS AGREED:

1. In consideration of payment by the Assignee to the Assignors of the sum of £1 (receipt of which is acknowledged by each Assignor), to the extent not already assigned pursuant to the Sale Agreement, each Assignor hereby assigns to the Assignee all of its right, title and interest in the Assigned Intellectual Property and the Technology, including, without limitation, all of its right, title and interest in (a) the patents and patent applications and the registered trade marks and trade mark applications listed in Schedule 1; (b) those draft (but unfiled) patent applications prepared by or on behalf of the Assignors and known as CAM 28 and CAM 31; and (c) the goodwill of the TBZ Business in relation to which the Assigned Intellectual Property and Technology is used.
2. This assignment includes such right as the Assignors may have to (a) the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for patents and any of the applications for trade marks listed in Schedule 1 and to claim priority from those applications, and (b) the rights, privileges and advantages attaching to the Assigned Intellectual Property, the Technology and such goodwill, including, without limitation (but, in each case, only if and to the extent the Assignors have the same), the right to take Proceedings and recover damages and obtain all other remedies in respect of past infringements or unauthorised use thereof.
3. The Assignee acknowledges that, other than as expressly set out in clause 9, neither Assignor gives in this assignment any representation, warranty, indemnity or guarantee under this assignment, whether in respect of any of the Assigned Intellectual Property, any of the Technology, any goodwill or otherwise, but this is without prejudice to the terms of the Sale

Agreement, it being agreed that any and all such representations, warranties, indemnities or guarantees are contained in and governed by the terms of the Sale Agreement.

4. This assignment shall be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this assignment, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
5. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this assignment (including a dispute relating to any non-contractual obligations arising out of or in connection with this assignment) (**Dispute**) and the parties submit to the exclusive jurisdiction of the English courts.
6. Each Assignor irrevocably appoints Cambridge Laboratories Limited of First Floor Deltic House, Kingfisher Way, Silverlink Business Park, Wallsend, Tyne & Wear NE28 9NX, as its agent for service of process in England in relation to any such Dispute.
7. The Assignee irrevocably appoints Cravath, Swaine & Moore LLP of CityPoint, One Ropemaker Street, London EC2Y 9HR, as its agent for service of process in England in relation to any such Dispute.
8. The parties waive and agree not to raise any objection to the English courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.
9. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action or proceeding arising, directly or indirectly, out of or relating to this assignment and for any counterclaim therein (in each case whether based on contract, tort or any other theory and whether predicated on common law, statute or otherwise). Each party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties have been induced to enter into this assignment by, amongst other things, the mutual waivers and certifications in this clause.

Trade Marks and Trade Mark Applications

Country	File ref	Mark	Holder	Registration No.	Application No.	Class	Filing/Reg Date
Canada	14278/9	NITOMAN	Cambridge Laboratories (Ireland) Limited	1163643		5	19.07.2004
CTM	14278/9	XENAZINE	Cambridge Laboratories (Ireland) Limited	1832047		5	5.11.2001 (renew 30.08.2010)
CTM	14278/9	XENAZINA	Cambridge Laboratories (Ireland) Limited	2733327		5	2.10.2003 (renew 12.06.2012)
Norway	12113	XENAZINE	Cambridge Laboratories (Ireland) Limited	208090		5	19.04.2001
Switzerland	14278/10	XENAZINE	Cambridge Laboratories (Ireland) Limited	481647		5	
US	12583US	NITOMAN	Cambridge Laboratories (Ireland) Limited		78289700	5	20.08.2003 (Decl of use by 10.08.2007 - new appl to be filed)
US	12114US	XENAZINE	Cambridge Laboratories (Ireland) Limited	2839404		5	11.05.2004 (Decl of Use by 11.05.2010)
US	12645US	ZENAZINE	Cambridge Laboratories (Ireland) Limited		78396904	5	5.07.2005 (Decl of Use by 5.07.2008)

This assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

Signed by *DAVID WILDY, DIRECTOR*

For CAMBRIDGE LABORATORIES (IRELAND) LIMITED

witness: *Maria Higgins*

MARIA HIGGINS
168 PEMBROKE ROAD
BALLSBRIDGE, DUBLIN 4.
Notary Public for the City of Dublin
Ireland
Commissioned for Life



Signed by *MARK P. EVANS, C.E.O.*

For CAMBRIDGE LABORATORIES LIMITED

witness: *Maria Higgins*

MARIA HIGGINS
168 PEMBROKE ROAD
BALLSBRIDGE, DUBLIN 4.
Notary Public for the City of Dublin
Ireland
Commissioned for Life



Signed by

For BIOVAIL LABORATORIES INTERNATIONAL (BARBADOS) SRL

WHEREOF an act being required of me
MARIA HIGGINS a Notary Public in
The City of Dublin, Ireland
I have IN WITNESS set my hand and
Affixed my Seal of Office to the reproduction
of David Wildy & Mark P. Evans

On this the *18th* day of *June* 20*09*

Maria Higgins

MARIA HIGGINS
168 PEMBROKE ROAD
BALLSBRIDGE, DUBLIN 4.
Notary Public for the City of Dublin
Ireland
Commissioned for Life



This assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

Signed by

For **CAMBRIDGE LABORATORIES (IRELAND) LIMITED**

Signed by

For **CAMBRIDGE LABORATORIES LIMITED**

Signed by *Rochelle K. Seide*
Rochelle K. Seide, Vice President, Intellectual Property
For **BIOVAIL LABORATORIES INTERNATIONAL (BARBADOS) SRL**

SIGNED BARBADOS

D. Blanton

ASST. REGISTRAR AND AS
SUCH A NOTARY PUBLIC IN
AND FOR BARBADOS

STAMP DUTY: *10.00*
AMOUNT PAID: *210.00*
RECEIPT NO: *398194*
DATE: *2009-06-16*
SIGNATURE: *D. Blanton*

