

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|----------------------------------|--|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Elan Corporation, PLC | | 12/31/2006 | Public Limited Company: IRELAND |
| RECEIVING PARTY DATA | | | |
| Name: | Elan Pharma International Limited | | |
| Street Address: | Monksland, Athlone | | |
| City: | Co. Westmeath | | |
| State/Country: | IRELAND | | |
| Entity Type: | Private Limited Company: IRELAND | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2361023 | PRODAS | |
| Registration Number: | 2110477 | IPDAS | |
| Registration Number: | 2794607 | SODAS | |
| Registration Number: | 1551790 | DERMAFLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)672-5399 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 202-672-5300 | | |
| Email: | PTOMailWashington@Foley.com | | |
| Correspondent Name: | Michele M. Simkin, Foley & Lardner LLP | | |
| Address Line 1: | 3000 K Street, N.W., Suite 600 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20007-5143 | | |
| ATTORNEY DOCKET NUMBER: | 029318-1998 | | |
| DOMESTIC REPRESENTATIVE | | | |

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**TRADEMARK
 REEL: 004139 FRAME: 0104**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

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| NAME OF SUBMITTER: | Michele M. Simkin and Katherine Califa |
| Signature: | /michele m. simkin/ and /kpc/ |
| Date: | 01/28/2010 |

Total Attachments: 5
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THIS DEED OF ASSIGNMENT, dated 31 December, 2006 is made

BETWEEN:

- (1) **ELAN CORPORATION, PLC**, a public limited company incorporated under the laws of Ireland, and having its registered office at Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland (the "**Assignor**"); and
- (2) **ELAN PHARMA INTERNATIONAL LIMITED**, a private limited company incorporated under the laws of Ireland, and having its registered office at Monksland, Athlone Co. Westmeath, Ireland (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is the legal and beneficial owner of certain drug delivery technologies (the "**Technologies**") used or useful in the development, manufacture and administration of pharmaceutical products displaying certain delivery or release characteristics. Various aspects of the Technologies are protected by patents and / or are the subject of currently pending patent applications, hereinafter "**the Patents**" (including without limitation those set out in Schedule 1 hereto). The Assignor also owns certain know-how ("**the Know-How**") relating to the Technologies. The Assignor also owns various trade marks relating to or used in connection with the Technologies, together with the associated goodwill hereinafter "**the Trade Marks**" (as set out in Schedule 2 hereto, together with any other registrations and applications for registration in any country of the world of any of the trade marks listed in Schedule 2). The Patents, the Know-How and the Trade Marks collectively are hereinafter referred to as the "**Intellectual Property Rights**".
- (B) The Assignor has actively engaged in out licensing the Technologies and related Intellectual Property Rights to third parties, in return for which the Assignor receives certain ongoing royalties and other payments. In particular the Assignor has entered into various licences with third parties (the "**Existing Licences**") under the terms of which the third party is entitled to operate under or use some or all of the Intellectual Property Rights.
- (C) The Assignor now wishes to transfer the Intellectual Property Rights and (to the extent Assignor is permitted to do so under the terms of the relevant agreements) its rights, duties, obligations and liabilities arising under or related to the Existing Licences to the Assignee on the terms set out below.

THE PARTIES AGREE as follows:

1. ASSIGNMENT:

In consideration of the payment of an amount equal to the book value of the Intellectual Property rights and associated assets and liabilities as at the effective date

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(receipt of which is hereby acknowledged), the Assignor assigns and transfers (to the extent Assignor is permitted to do so) to the Assignee, and the Assignee accepts such assignment and transfer, all right, title and interest in the Intellectual Property Rights and all the Assignor's rights, duties, obligations and liabilities arising under or related to the Existing Licences (whether accrued and / or present or future and / or actual or contingent).

2. UNDERTAKING:

- 2.1. To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be irrevocably and unconditionally waived by the Assignor, and shall not be exercised against the Assignee, or any person deriving an interest therein through the Assignee including its assignees and licensees.
- 2.2. The Assignor hereby agrees not to communicate or otherwise make available the Know-How to any third party without the prior written consent of the Assignee, nor use the Know-How for any purpose.
- 2.3. The Assignor warrants that, except for the Assignee, certain third parties and certain employees of the Assignor (all of whom are subject to an enforceable obligation of confidentiality), the Know-How has not been disclosed to any person, firm or company.
- 2.4. The Assignor shall provide the Assignee with such explanations concerning the Know-How as the Assignee reasonably requires.

3. GOVERNING LAW AND JURISDICTION:

- 3.1 This Deed of Assignment and all matters arising out of or in connection with it are governed by Irish law.
- 3.2 The courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Assignment.

EXECUTED by the parties as a deed and delivered on the date written at the start of this Deed of Assignment

Executed as a Deed by:

ELAN CORPORATION, PLC

By: 

Name: ..Liam Daniel.....

Title: ..EVP. & Company Secretary

Witnessed by: ..Noel Kehoe

Name: ..NOEL KEHOE.....

Title: ..

ELAN PHARMA INTERNATIONAL LIMITED

By: 

Name: ..Liam Daniel.....

Title: ..EVP. & Company Secretary

Witnessed by: ..Noel Kehoe

Name: ..NOEL KEHOE.....

Title: ..

SCHEDULE 2. Trade Marks

| Trade Mark | Registration / Application No. |
|--------------------|--|
| BEODAS | IE 157546 |
| DERMAFLEX | IE 124740 US 1551790 |
| DRUG DELIVERY TREE | CTM 001982115 JP 4589930 |
| DRYDOS | IE 210185 US 2613626 |
| DUREDAS | IE 205247 US 2557523 |
| EFVDAS | CH 405.409 IE 150893 |
| EMDAS | |
| ERYZOME | IE 130913 |
| ETDAS | IE 140889 |
| EXODUS | AU 562768 AU 562769 CH 393.656 DK 07.220 1993 GB 1480911 IE 146549 IT 610729 NZ 212574 NZ212629 NO 158.236 SG T95/01 196D SE 243986 |
| INDAS | IE 127074 |
| IPDAS | IE 148992 US 2110477 |
| LOCDAS | IE 214689 |
| MEDIPAD | GB 2003655 IE 163886 JP 4718655 US 2183377 |
| MICROFUSOR | US 2172083 |

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|------------|---|
| MIDAS | IE 155604 |
| MINIFUSOR | US 2190161 |
| MODAS | CA A543197 IE 125031 |
| MXDAS | |
| NANOZOME | IE 133476 |
| PANODERM | IE 124739 US 2148886 |
| PANOJECT | CA 0714839 ES 1758449 IE 142494 IE 142495 IT 664427 JP 4112535 |
| PARELAN | IE 122125 |
| PHARMAZOME | AT 113853 BX 404625 CH 349.080 DE 1111894 DK 1650-1987 ES 1543555M5 FR 1288404 GB 1229083 GR 78576 IE 112820 IT 461403 PT 234575 US 1441001 |
| PRODAS | CA A531459 IE 206703 US 2361023 |
| PROMDAS | |
| SODAS | AR 1.724.388 CA A531496 CTM 002012953 IE 125699 JP 3214211 US 2794607 |
| SOLIDOSE | US 2560763 |
| ZOME | IE 137282 |
