

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 Pharmaceuticals, Inc.		05/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Azur Pharma International Limited		
Street Address:	Clarendon House, 2 Church Street		
City:	Hamilton HM11		
State/Country:	BERMUDA		
Entity Type:	LIMITED LIABILITY COMPANY: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2806847	PRIALT	
Registration Number:	3541739		
CORRESPONDENCE DATA			
Fax Number:	(650)798-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 798-3500		
Email:	roodzanta@howrey.com		
Correspondent Name:	JAMES R. CADY/HOWREY LLP		
Address Line 1:	1950 University Avenue, 4th Floor		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	20829.0007.TMUS00		
DOMESTIC REPRESENTATIVE			
Name:	JAMES R. CADY/HOWREY LLP		
Address Line 1:	1950 University Avenue, 4th Floor		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		

CH \$65.00 2806847

NAME OF SUBMITTER:	James R. Cady
Signature:	/JRCady/
Date:	06/29/2010
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") dated as of May 5, 2010 (the "Effective Date") is made by Elan Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), to Azur Pharma International Limited, a Bermuda limited company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks specified in Schedule A attached (the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 4, 2010, by and between Assignor and Assignee (the "Purchase Agreement"), Assignee is acquiring the entire business to which use of the Trademarks in the Territory (as defined below) pertains;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and assign to Assignee Seller's entire rights, title and interest in, to and under the Trademarks in the entire world, with the exception of Austria, Belgium, the Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and the United Kingdom, Norway, Iceland, Liechtenstein, Monaco, Switzerland, Romania, Bulgaria, Croatia and Turkey (the entire world, excluding such excepted countries, being referred to herein as the "Territory"), including all registrations and applications relating to the Trademarks pending or subsisting anywhere in the Territory, including without limitation, those registrations specified on Schedule A (all such rights, title and interest in the Territory, including, without limitation, in to and under such applications and registrations, being referred to herein as the "Assigned Trademark Rights"); and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Assigned Trademark Rights.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns to Assignee all rights, title and interests in and to the Assigned Trademark Rights, together with the goodwill of the business symbolized by and associated with the Assigned Trademark Rights. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Assigned Trademark Rights or the goodwill symbolized by or associated with the Assigned Trademark Rights in the Territory, (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademarks and (C) to collect any income, royalties and payments arising after the Closing Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Miscellaneous.

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Assigned Trademark Rights in the Territory, to the fullest extent possible.


b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.


[Signature Page Follows]

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Registration No./Serial No.</u>
PRIALT	Canada	TMA 725302
PRIALT	United States	2,806,847
PRIALT Design 	United States	3,541,739

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

ELAN PHARMACEUTICALS, INC.

By: 
Name: John L. Donabue
Title: Asst. Secretary

AZUR PHARMA INTERNATIONAL LIMITED

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On April 30, 2010 before me, Denise Malatesta, Notary Public,

Date

Here Insert Name and Title of the Officer

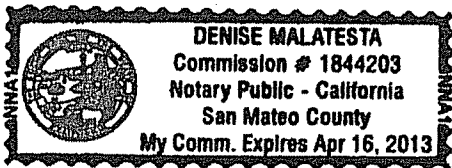
personally appeared John L. Donahue

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Denise Malatesta
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

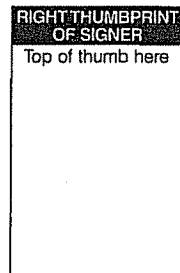
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____