

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
Shire Pharmaceuticals Ireland Limited		10/01/2010	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	Noven Therapeutics, LLC		
Street Address:	11960 SW 144 Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33186		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3473825	DAYTRANA	
Registration Number:	3473824		
Registration Number:	3473823		
CORRESPONDENCE DATA			
Fax Number:	(305)251-1887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(305) 964-3326		
Email:	khoyt@noven.com		
Correspondent Name:	Jay G. Kolman, Esq.		
Address Line 1:	11960 SW 144 Street		
Address Line 4:	Miami, FLORIDA 33186		
NAME OF SUBMITTER:	Jay G. Kolman		
Signature:	/Jay G. Kolman/		

CH \$90.00 3473825

900173981

**TRADEMARK
 REEL: 004296 FRAME: 0182**

Date:

10/14/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is dated as of October 1, 2010, and is made from Shire Pharmaceuticals Ireland Limited, a Republic of Ireland corporation ("Assignor"), to Noven Therapeutics, LLC, a Delaware limited liability company ("Assignee"), in favor of Assignee. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignee, and certain of its Affiliates, and certain Affiliates of Assignor entered into a Product and Trademark Acquisition Agreement dated as of August 9, 2010 (the "Purchase Agreement"), pursuant to which delivery of this Assignment of the Product Trademarks set forth in the attached described on Schedule A is a condition of the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee the Assignor's entire right, title and interest in and to the Product Trademarks and the goodwill associated with the Product Trademarks, and Assignor and Assignee desire to confirm such assignment pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration provided pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment of Rights. Assignor hereby assigns, transfers and delivers to Assignee all rights, title and interests in and to the Product Trademarks, including, without limitation, the goodwill associated therewith.
2. Binding Effect. This Assignment and all rights and powers granted and obligations created hereby will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
3. Captions. The titles and captions contained in this Assignment are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.
4. Amendment; Waiver. This Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party.
5. Definitions. All capitalized terms used in this Assignment not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.
6. Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment. This Assignment may be executed by facsimile signatures, which signatures shall have the same force and effect as original signatures.
7. Governing Law. This Assignment will be governed by the laws of the State of Delaware, without regard to its conflicts of laws principles.



IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

SHIRE PHARMACEUTICALS IRELAND
LIMITED

By: Michael Gray
Name: MICHAEL GRAY
Title: DIRECTOR

NOVEN THERAPEUTICS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

SHIRE PHARMACEUTICALS IRELAND
LIMITED

By: _____
Name: _____
Title: _____

NOVEN THERAPEUTICS, LLC

By: Jeffrey F. Eisenberg
Name: JEFFREY F. EISENBERG
Title: Manager

Reviewed
Norton
Ragotz 

**Schedule A
to Trademark Assignment**

**Product Trademarks
for
Daytrana**

Country	Registration Date	Registration Number	International Class	Word Mark/Logo	Status - Registered/Pending
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United States	22-July-2008	3473825	5, 41, 44	Word Mark	R
United States	22-July-2008	3473824	5, 41, 44	Logo (Color)	R
United States	22-July-2008	3473823	5, 41, 44	Logo (B&W)	R