

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
Novartis International Pharmaceuticals LTD.		10/18/2010	CORPORATION: BERMUDA
RECEIVING PARTY DATA			
Name:	Warner Chilott Company, LLC		
Street Address:	Union Street, Road 195 Km 1.1		
City:	Fajardo		
State/Country:	PUERTO RICO		
Postal Code:	00738		
Entity Type:	LIMITED LIABILITY COMPANY: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2713780	ENABLEX	
CORRESPONDENCE DATA			
Fax Number:	(212)226-1995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-226-7700		
Email:	mheddell@yeellp.com		
Correspondent Name:	Melissa Heddell		
Address Line 1:	161 Avenue of the Americas		
Address Line 2:	12th floor		
Address Line 4:	New York, NEW YORK 10013		
ATTORNEY DOCKET NUMBER:	1406/ENABLEX ASSIGNMENT		
NAME OF SUBMITTER:	Melissa Heddell		
Signature:	/melissaheddell/		

OP \$40.00 2713780

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**TRADEMARK
 REEL: 004305 FRAME: 0239**

Date:

10/27/2010

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made this 18th day of October, 2010, by and among Novartis Pharmaceuticals Corporation, a Delaware corporation (“**NPC**”), Novartis Pharma AG, a Swiss company (“**NPHAG**”), Novartis International Pharmaceuticals Ltd, a Bermuda company (“**NIP**”), and Novartis AG, a Swiss company (“**NAG**”) (collectively, the “**Assignors**”), and Warner Chilcott Company, LLC, a Puerto Rican limited liability company (the “**Assignee**”).

WITNESSETH :

WHEREAS, NPC, NPHAG and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the 23rd day of September, 2010 (the “**Purchase Agreement**”), pursuant to which NPC and NPHAG agreed to assign, or to cause their Affiliates (as defined in the Purchase Agreement) to assign to the Assignee all of their respective right, title and interest in, to and under the trademarks included in the Transferred Assets (as defined in the Purchase Agreement), together with all goodwill associated therewith, including, without limitation, those registered trademarks listed on Schedule A hereto (collectively, the “**Trademarks**”);

WHEREAS, NAG and NIP are Affiliates (as defined in the Purchase Agreement) of NPC and NPHAG;

WHEREAS, as set forth on Schedule A, NAG and NIP are the respective record owners of all of right, title and interest in, to and under Trademarks; and

WHEREAS, the Assignors desire to transfer all right, title and interest in, to and under the Trademarks and the Assignee desires to own all such right, title, and interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Assignors and the Assignee intending to be legally bound, agree as follows:

1. The Assignors hereby sell, assign, transfer, convey and deliver unto the Assignee all right, title and interest in, to and under the Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

2. The Assignors hereby agree to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of the Assignee or its successors and assigns. Assignors hereby authorize and request the officials of the United States Patent and Trademark Office to issue to Assignee all of

Assignors' right, title and interest in and to the Trademarks for the sole use and enjoyment of Assignee, its successors and assigns.

3. The failure of any party hereto to assert a right hereunder or to insist upon compliance with any term or condition of this Assignment shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other parties hereto. No waiver shall be effective unless it has been given in writing and signed by the party giving such waiver. No provision of this Assignment may be amended or modified other than by a written document signed by authorized representatives of each party hereto.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provision thereof. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereto hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law (as defined in the Purchase Agreement), any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any parties hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party as provided in the Purchase Agreement shall be deemed effective service of process on such party.

5. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

6. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed.

NOVARTIS PHARMACEUTICALS
CORPORATION

By:  _____

Name: ANDRE WYSS

Title: PRESIDENT

NOVARTIS PHARMA AG

By: *[Signature]*

Name: Sarah Clements

Title: Haad Legal General Medicines
(ID, NSO & Established Medicines)

And

By: *[Signature]*

Name: J.-M. Sec

Title: Business
Development

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NOVARTIS INTERNATIONAL
PHARMACEUTICAL LTD.

By: H. S. Zivi

Name: H. S. Zivi

Title: Director

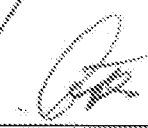
And

By: Michael Jones

Name: MICHAEL JONES

Title: Director

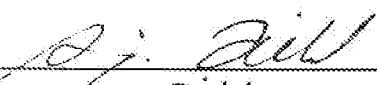
NOVARTIS AG

By:  _____

Name: Dr. Johann Ott

Title: IP Litigation Director

And

By:  _____

Name: Anja Nickel

Title: Head Group IP Country Organizations



WARNER CHILCOTT COMPANY, LLC

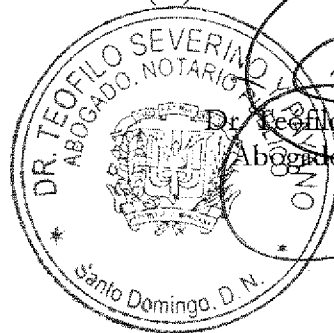
By: *Max A. Torres*

Name: Max A. Torres

Title: V.P. and General Manager
Business Operations

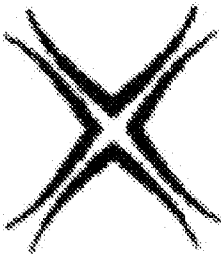
Yo, **Dr. Teófilo Severino y Payano**, Abogado Notario Público de los del Número del Distrito Nacional, miembro activo del Colegio Dominicano de Notarios bajo el número de membrecía 305, CERTIFICO Y DOY FE, que por ante mí compareció voluntariamente el señor Max Torres, asegurándome bajo la fe del juramento que esa es la firma que acostumbra a usar en todos los actos de su vida, por lo que debe dársele entera fe y crédito.

En la ciudad de Santo Domingo de Guzmán, Distrito Nacional, capital de la República Dominicana, a los catorce (14) días de mes de octubre del año dos mil diez (2010).



Teófilo Severino y Payano
Dr. Teófilo Severino y Payano
Abogado Notario Público

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Record Owner</u>
ENABLEX	United States	2,713,780	May 6, 2003	Novartis International Pharmaceuticals Ltd.
	United States	3,419,825	August 29, 2008	Novartis AG

“ENABLEX LOGO”