

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actavis Elizabeth LLC		11/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	1 Great Winchester Street		
Internal Address:	Winchester House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1785154	PUREPAC	
Registration Number:	2065489	KADIAN	
Registration Number:	3267066	KADIAN	
Registration Number:	1801834	P	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2024083121 x2348		
Email:	tnuckolls@cscinfo.com		
Correspondent Name:	Jean Paterson		
Address Line 1:	1090 Vermont Avenue, NW Suite 430		
Address Line 2:	Corporation Service Company		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	605320		

CH \$1115.00 1785154

900178459

TRADEMARK
REEL: 004437 FRAME: 0173

DOMESTIC REPRESENTATIVE

Name: Jill C. Ruderfer
Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	12/10/2010

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**(Trademark, Trademark Registrations and Trademark Applications)**

WHEREAS, Actavis Elizabeth LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, Nitrogen DS Ltd., a company incorporated under the laws of the British Virgin Islands (the "Parent") and/or certain affiliates have entered into (i) a Senior Facilities Agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement") with, among others, Deutsche Bank AG, London Branch ("Deutsche"), as agent (in such capacity, the "Senior Facilities Agent"), as mandated lead arranger, issuing bank and security agent, and the lenders from time to time party thereto; (ii) a loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Glitnir Facility Agreement") with Glitnir Banki HF, as lender; (iii) a loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Landsbanki Facility Agreement") with Landsbanki, as lender; (iv) a PIK loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "PIK Facility Agreement") with Deutsche, as agent and the lenders named therein; (v) a subordinated loan credit agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Subordinated Facility Agreement") with, among others, Deutsche; and

WHEREAS, pursuant to (i) an Amended and Restated Security Agreement dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Deutsche Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising (in each case except to the extent such property is excluded by Section 2(d) of the Security Agreement):

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

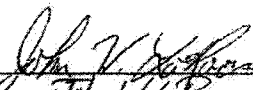
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 23 day of November, 2010.

ACTAVIS ELIZABETH LLC,
as Grantor

By: 
Name: John W. LaRocca
Title: Vice President and Secretary

Acknowledged:

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page to
Intellectual Property Security Agreement Supplement

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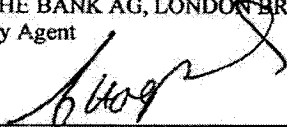
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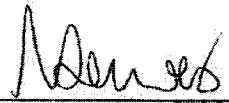
ACTAVIS ELIZABETH LLC,
as Grantor

By: _____
Name:
Title:

Acknowledged:

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

By: 
Name: C. HOEPL
Title: V.P.

By: 
Name: N. DAWES
Title: V.P.

Signature Page to
Intellectual Property Security Agreement Supplement

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PUREPAC	1,785,154 (USA)	8/3/1993
KADIAN	2,065,489 (USA)	5/27/1997
KADIAN and Design	3,267,066 (USA)	7/24/2007
P in a Circle Design	1,801,834 (USA)	11/2/1993

TRADEMARK APPLICATIONS

None.

**SCHEDULE 2
EXCEPTIONS**

None.