

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release - Reel 004089, Frame 0155		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		03/17/2011	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Wamer Chilcott Company LLC		
Street Address:	Union Street, Road 195, KM 1.1		
City:	Farjardo		
State/Country:	PUERTO RICO		
Postal Code:	00738		
Entity Type:	LIMITED LIABILITY COMPANY: PUERTO RICO		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2215222	ACTONEL	
Registration Number:	2276687		
Registration Number:	1861603		
Registration Number:	2241428		
Registration Number:	1075363	DIDRONEL	
Registration Number:	3064589		
Registration Number:	1259073	DORYX	
Registration Number:	1080176	DURICEF	
Registration Number:	1134417	ERYC	
Registration Number:	0976274	ESTRACE	
Registration Number:	1431700	ESTROSTEP	
Registration Number:	3234156	FEMCON	
Registration Number:	2289177	FEMHRT	
Registration Number:	3060848	FEMTRACE	

TRADEMARK

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REEL: 004510 FRAME: 0328

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Registration Number:	3183367	FORUM ON FRACTURES
Registration Number:	3139086	INSIGHTS & ANSWERS
Registration Number:	1156945	LOESTRIN
Registration Number:	0347322	MANDELAMINE
Registration Number:	1362813	MOISTUREL
Registration Number:	1017856	OVCON
Registration Number:	2693164	OVCON
Registration Number:	0251253	PYRIDIUM
Registration Number:	2341466	PYRIDIUM PLUS
Registration Number:	2470102	SARAFEM
Registration Number:	3400258	D
Registration Number:	3051516	THE SPINAL AUTHORITY
Registration Number:	3454263	VITAROS
Registration Number:	2467064	WARNER CHILCOTT
Registration Number:	2450567	W C
Registration Number:	2988791	WC WARNER CHILCOTT
Registration Number:	2467073	WC WARNER CHILCOTT

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-701-3369

Email: david.adams@thomsonreuters.com

Correspondent Name: Charlotte Saca, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Signature:

/david adams thomsonreuters/

Date:

03/29/2011

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of March 17, 2011 and granted by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (the “Collateral Agent”), in its capacity as collateral agent pursuant to that certain Credit Agreement dated as of October 30, 2009 and amended and restated as of December 16, 2009 and August 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among WARNER CHILCOTT HOLDINGS COMPANY III, LIMITED, a company organized under the laws of Bermuda, WC LUXCO S.À R.L., a private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the “Luxco Borrower”), WARNER CHILCOTT CORPORATION, a Delaware corporation (the “US Borrower”), WARNER CHILCOTT COMPANY, LLC, a limited liability company organized under the laws of Puerto Rico (the “PR Borrower”), each lender from time to time party thereto, and the Collateral Agent as Administrative Agent, Swing Line Lender and L/C Issuer in favor of the US Borrower, the Luxco Borrower, the PR Borrower, the Persons listed on the signature pages of the Domestic Security Agreement and the Additional Grantors (as defined in the Domestic Security Agreement) (collectively, the “Grantors”). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of October 30, 2009 (as amended, amended and restated, supplemented or otherwise modified), among certain of the Grantors and the Collateral Agent (the “Trademark Security Agreement”), the Grantors pledged to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks, trademark applications, and licenses set forth on Schedule I hereto, the goodwill associated therewith, and all products and proceeds of the foregoing, including without limitation any claim by Grantors against third parties for past, present or future infringement, misappropriation, violation, dilution, misuse, or breach with respect to any of the foregoing (collectively, the “Trademarks”); and

WHEREAS, the Grantors have repaid the Credit Agreement in its entirety and satisfied all Obligations thereunder and the Collateral Agent has agreed to release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantors have satisfied all Obligations thereunder, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademarks, in each case without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks, the Collateral Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent,

By: 

Name:

Title:

Sanja Gazahj
Associate

Christopher Reo Day
Vice President

Schedule I**U.S. TRADEMARK REGISTRATIONS OF WARNER CHILCOTT COMPANY, LLC**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ACTONEL	2,215,222	29-Dec-1998
ACTONEL (Human Tree Device 97 bw)	2,276,687	7-Sep-99
ASACOL (Des. of Colon & Hexagon)	1,861,603	8-Nov-94
ASACOL (Reddish brown tablet)	2,241,428	27-Apr-1999
DIDRONEL	1,075,363	18-Oct-77
CIRCLE W/SWEEPING HALF CIRCLE PILL DESIGN	3,064,589	28-Feb-2006
DORYX	1,259,073	29-Nov-1983
DURICEF	1,080,176	27-Dec-1977
ERYC	1,134,417	06-May-1980
ESTRACE	976,274	08-Jan-1974
ESTROSTEP	1,431,700	10-Mar-1987
FEMCON	3,234,156	24-Apr-2007
FEMHRT	2,289,177	26-Oct-1999
FEMTRACE	3,060,848	21-Feb-2006
FORUM ON FRACTURES	3,183,367	12-Dec-2006
INSIGHTS & ANSWERS	3,139,086	05-Sep-06
LOESTRIN	1,156,945	09-Jun-1981
MANDELAMINE	347,322	22-Jun-1937
MOISTUREL	1,362,813	01-Oct-1985
OVCON	1,017,856	12-Aug-1975
OVCON & DESIGN	2,693,164	04-Mar-2003
PYRIDIUM	251,253	01-Jan-1929
PYRIDIUM PLUS	2,341,466	11-Apr-2000
SARAFEM	2,470,102	17-Jul-2001
TABLET DESIGN-D SHAPED	3,400,258	18-Mar-2008
THE SPINAL AUTHORITY	3,051,516	24-Jan-06
VITAROS	3,454,263	24-Jun-2008
WARNER CHILCOTT	2,467,064	10-Jul-2001
WC Design (B&W)	2,450,567	15-May-2001
WC WARNER CHILCOTT Design (Blue)	2,988,791	30-Aug-2005
WC WARNER CHILCOTT Design (B&W0 Old)	2,467,073	10-Jul-2001
LOESTRIN (registered in Puerto Rico)	25,772	06-Sep-1984

TRADEMARK LICENSES OF WARNER CHILCOTT COMPANY, LLC

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
License Agreement as amended, supplemented or modified as of the date hereof	NexMed Inc. / WCCL	February 3, 2009	Right to use Accudose
License Agreement as amended, supplemented or modified as of the date hereof including, without limitation, Amendment Number 1 dated September 13, 1985; Amendment Number 2 dated April 2, 1997; and Amendment Number 3 dated May 18, 1998	WCCL as successor in interest to Procter & Gamble Pharmaceuticals, Inc. (successor in interest to Norwich Eaton Pharmaceuticals) / Tillotts Pharma AG (successor in interest to Tillotts Laboratories)	May 22, 1984	Right to use Asacol
Co-Promotion and Co-Development Agreement, as amended, supplemented or modified as of the date hereof	Novartis Pharmaceuticals Corporation / WCCL as successor in interest to Procter & Gamble Pharmaceuticals, Inc.	July 3, 2005	Right to use Enablex