

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penwest Pharmaceuticals Co.		06/17/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent
Street Address:	1 Pierrepont Plaza
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2546727	
Registration Number:	3850437	GASTRODOSE
Registration Number:	3870829	GASTRODOSE
Registration Number:	2797361	GEMINEX
Registration Number:	2512674	PENWEST
Registration Number:	2505862	PROSOLV
Registration Number:	3059117	SYNCRODOSE
Registration Number:	2512618	TIMERX
Registration Number:	1920597	TIMERX

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-981-3483
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.

900196446

**TRADEMARK
 REEL: 004577 FRAME: 0178**

CH \$240.00 2546727

Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 40104-30030

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 07/07/2011

Total Attachments: 4
source=Endo_2011 EXECUTED CGSI Trademarks (Penwest)#page1.tif
source=Endo_2011 EXECUTED CGSI Trademarks (Penwest)#page2.tif
source=Endo_2011 EXECUTED CGSI Trademarks (Penwest)#page3.tif
source=Endo_2011 EXECUTED CGSI Trademarks (Penwest)#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 17, 2011 by and from PENWEST PHARMACEUTICALS CO., a Washington corporation (the "Grantor"), to and in favor of MORGAN STANLEY SENIOR FUNDING, INC., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Endo Pharmaceuticals Holdings Inc. (the "Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of June 17, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of June 17, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of June 17, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether

now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

3) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PENWEST PHARMACEUTICALS CO.

By: 
Name: David P. Holveck
Title: President and CEO

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APP NO	APP DATE	REG NO	REG DATE	OWNER
DESIGN (Penwest Pyramid Logo)	UNITED STATES	REGISTERED	76/173,288	11/30/2000	2,546,727	3 /12/2002	Penwest Pharmaceuticals Co.
GASTRODOSE & Design	UNITED STATES	REGISTERED	77/278,904	9 /13/2007	3,850,437	9 /21/2010	Penwest Pharmaceuticals Co.
GASTRODOSE (Stylized)	UNITED STATES	REGISTERED	77/267,499	8 /29/2007	3,870,829	11/2 /2010	Penwest Pharmaceuticals Co.
GEMINEX	UNITED STATES	REGISTERED	76/490,787	2 /12/2003	2,797,361	12/23/2003	Penwest Pharmaceuticals Co.
PENWEST	UNITED STATES	REGISTERED	76/230,055	3 /22/2001	2,512,674	11/27/2001	Penwest Pharmaceuticals Co.
PROSOLV	UNITED STATES	REGISTERED	75/839,223	11/3 /1999	2,505,862	11/13/2001	Penwest Pharmaceuticals Co.
SYNCRODOSE	UNITED STATES	REGISTERED	78/582,547	3 /8 /2005	3,059,117	2 /14/2006	Penwest Pharmaceuticals Co.
TIMERX	UNITED STATES	REGISTERED	76/223,850	3 /13/2001	2,512,618	11/27/2001	Penwest Pharmaceuticals Co.
TIMERX (Stylized #1)	UNITED STATES	REGISTERED	74/137,028	2 /7 /1991	1,920,597	9 /19/1995	Penwest Pharmaceuticals Co.

(Penwest Pharmaceuticals Co.)