

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
STRAKAN INTERNATIONAL S.A R.L.		02/02/2012	LIMITED LIABILITY COMPANY: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
Name:	APTALIS PHARMA US, INC.		
Street Address:	22 Inverness Center Parkway		
Internal Address:	APTALIS PHARMA US, INC.		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	85330038	RECTIV	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(908)927-9648		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	rparker@AptalisPharma.com		
Correspondent Name:	Raymond Parker		
Address Line 1:	100 Somerset Corporate Blvd.		
Address Line 2:	Aptalias Pharma		
Address Line 4:	Bridgewater, NEW JERSEY 08807		
ATTORNEY DOCKET NUMBER:	102189.4		
NAME OF SUBMITTER:	Monique L. Ribando		
Signature:	/Monique L. Ribando/		

CH \$40.00 85330038

Date:

04/11/2012

Total Attachments: 4

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT is effective as of February 2, 2012 (the "Effective Date") by and between STRAKAN INTERNATIONAL S.À R.L., a company incorporated under the Laws of Luxembourg having a principal place of business at Galabank Business Park, Galashiels, Scottish Borders, TD1 1QH UK (hereinafter referred to as "Assignor"), and APTALIS PHARMA US, INC. a company incorporated under the Laws of the State of Delaware and having a principal place of business at 22 Inverness Center Parkway, Birmingham, Alabama 35242, United States (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the (a) trademarks and trademark applications and registrations identified on Schedule 1 (collectively, the "Trademarks"), together with the goodwill appurtenant to all such Trademarks and (b) domain name registrations identified on Schedule 2 (the "Domain Names"); and

WHEREAS, Assignor intends to assign to Assignee the Trademarks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks and Domain Names, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration in the United States based in whole or in part upon the Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of the Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the ownership of all registrations and applications for the Trademarks to Assignee as owner of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark and Domain Name Assignment Agreement. Assignee shall bear the costs and fees associated with recording the transfer of ownership.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee at Assignee's cost in order to effect the assignment contemplated hereby.

IN WITNESS WHEREOF, the Parties have caused this Trademark and Domain Name Assignment Agreement to be executed as of the Effective Date.

STRAKAN INTERNATIONAL S.A R.L.

APTALIS PHARMA US, INC.

By: Andrew M. Lee

By: Theresa Stevens

Name: Andrew M. Lee

Name: Theresa Stevens

Title: Director

Title: Senior Vice President

**Schedule 1**

**Trademarks**

RECTIV (Serial No. 85/330,038)

1-800-6RECTIV

US1 32295968.1

**TRADEMARK**

**REEL: 004754 FRAME: 0064**

**Schedule 2**

**Domain Names**

www.rectiv.com  
www.rectiv.info  
www.rectiv.org  
www.rectiv.net  
www.rective.com  
www.rective.org  
www.rective.net

US1 32295968.1

TRADEMARK