

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
	Allergan, Inc.		01/09/2012	CORPORATION: DELAWARE
	Allergan USA, Inc.		01/09/2012	CORPORATION: DELAWARE
	Allergan Sales, LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Aqua Pharmaceuticals, LLC			
Street Address:	158 West Gay Street, Suite 310			
City:	West Chester			
State/Country:	PENNSYLVANIA			
Postal Code:	19380			
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	0880774	FLUOROPLEX	
CORRESPONDENCE DATA				
Fax Number:	2156894934			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	215-979-1191			
Email:	eorleman@duanemorris.com			
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP			
Address Line 1:	30 S. 17th St.			
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196			
ATTORNEY DOCKET NUMBER:	F5803-00000			
NAME OF SUBMITTER:	Nicole K. McLaughlin			

Signature:	/Nicole K. McLaughlin/
Date:	09/12/2012
Total Attachments: 5 source=aqua pharmaceuticals assignment#page1.tif source=aqua pharmaceuticals assignment#page2.tif source=aqua pharmaceuticals assignment#page3.tif source=aqua pharmaceuticals assignment#page4.tif source=aqua pharmaceuticals assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**") is made and entered into as of the 9th day of January, 2012 by and among Allergan, Inc., a Delaware corporation, Allergan USA, Inc., a Delaware corporation, Allergan Sales, LLC, a Delaware limited liability company (each of Allergan, Inc., Allergan USA, Inc. and Allergan Sales, LLC being an "**Assignor**" and together, "**Assignors**"), as assignors, each Assignor having an address at 2525 Dupont Drive, Irvine, California 92612, and Aqua Pharmaceuticals, LLC, a Pennsylvania limited liability company ("**Assignee**"), as assignee, having an address at 158 West Gay Street, Suite 310, West Chester, Pennsylvania 19380. Assignee and Assignors are sometimes collectively referred to herein as the "**Parties**" and separately as a "**Party**." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (together with the exhibits and schedules thereto, the "**Asset Purchase Agreement**"), pursuant to which Assignee is acquiring certain Assets of Assignors;

WHEREAS, Assignors are the owners of the Product Trademarks, which are part of the Assets (the "**Acquired Trademarks**"), together with all goodwill represented and symbolized by the Acquired Trademarks (the "**Assigned Goodwill**"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignors are required to assign to Assignee all of Assignors' right, title and interest in and to the Acquired Trademarks, together with the Assigned Goodwill, pursuant to and subject to the terms and conditions of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and stipulations set forth herein and in the Asset Purchase Agreement, the receipt and legal sufficiency of which are hereby mutually acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignors hereby sell, assign, transfer, deliver, and convey to Assignee (and its successors and assigns), as purchaser of the Assets, all of Assignors' right, title and interest in and to the Acquired Trademarks and the Assigned Goodwill.

2. Assignors further authorize Assignee, the Commissioner of Patents and Trademarks of the United States of America and the authorized persons of other foreign government offices to record the Acquired Trademarks as the property of Assignee. Without limiting the above, Assignors, in the presence of a notary public, shall complete and execute any document required by the United States Patent and Trademark Office (the "**PTO**") and such foreign government offices in order to effectuate the transfer contemplated herein.

3. Assignors will cooperate with Assignee in executing and/or filing documents with the PTO to record this Assignment with the PTO, and to designate Assignee as the owner of the Acquired Trademarks.

4. Assignee shall take all actions (other than the execution of documents by Assignors) and shall bear all fees, costs and expenses incurred in connection with the

preparation, recordation and filing of any documents, or the performance of any actions, required to be prepared, recorded or filed, or performed, to effectuate the sale, assignment, transfer, conveyance and delivery of the Acquired Trademarks and the Assigned Goodwill to Assignee (and its successors and assigns), and Assignee shall reimburse Assignors for any such reasonable out-of-pocket fees, costs or expenses, other than (i) Assignors' attorneys fees incurred on or prior to the date hereof in connection therewith, (ii) Assignors' attorneys fees incurred in connection with the initial filing or recording of this Assignment with one or more government offices or (iii) Assignors' attorneys fees that are in excess of a reasonable amount incurred in connection with any secondary or corrective filing or recording of this Assignment with a government office, each of which shall be Assignors' sole obligation.

5. All of the terms and provisions of this Assignment shall be binding upon Assignors and their successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

6. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Acquired Trademarks and Assigned Goodwill from Assignors to Assignee as provided in the Asset Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Asset Purchase Agreement as they relate to the Acquired Trademarks and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Asset Purchase Agreement. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement controls.

7. This Assignment shall be deemed to have been made in the State of Delaware and its form, execution, validity, construction and effect shall be determined in accordance with the Legal Requirements of the State of Delaware, without giving effect to the principles of conflicts of law thereof. Any dispute, claim or controversy arising under this Assignment shall be resolved as set forth in Section 9.5(b) of the Asset Purchase Agreement.

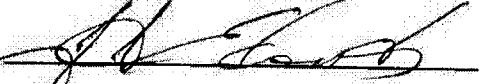
8. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

9. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date first written above.

ALLERGAN, INC.

By: 

Name: Jeffrey L. Edwards

Title: Executive Vice President, Finance and Business Development, Chief Financial Officer

AQUA PHARMACEUTICALS, LLC

By: _____

Name: Jay Gooding

Title: Chief Executive Officer

ALLERGAN USA, INC.

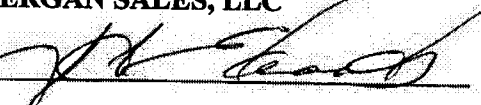
approved
legal department

By: 

Name: Jeffrey L. Edwards

Title: Vice President and Chief Financial Officer

ALLERGAN SALES, LLC

By: 

Name: Jeffrey L. Edwards

Title: Vice President and Chief Financial Officer

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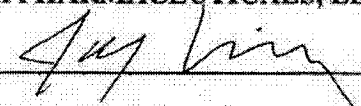
ALLERGAN, INC.

By: _____

Name: Jeffrey L. Edwards

Title: Executive Vice President, Finance and
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Officer

AQUA PHARMACEUTICALS, LLC

By:  _____

Name: Jay Gooding

Title: Chief Executive Officer

ALLERGAN USA, INC.

By: _____

Name: Jeffrey L. Edwards

Title: Vice President and Chief Financial Officer

ALLERGAN SALES, LLC

By: _____

Name: Jeffrey L. Edwards

Title: Vice President and Chief Financial Officer

TRADEMARK

REEL: 004859 FRAME: 0811

SCHEDULE 1.38 – PRODUCT TRADEMARKS

<i>Trademark</i>	<i>Jurisdiction</i>	<i>Registration Number</i>
FLUOROPLEX	Argentina	2.295.972
FLUOROPLEX	Canada	180,859
FLUOROPLEX	United States of America	880,774