

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch		10/31/2012	Bank: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	ACTAVIS GROUP HF
Street Address:	REYKJAVIKURVEGUR 76-78
City:	220 HAFNAFJOROUR
State/Country:	ILLINOIS
Entity Type:	CORPORATION: ICELAND

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	3214449	ACTAVIS
Registration Number:	3214450	ACTAVIS PHARMA
Registration Number:	3188469	
Registration Number:	3845070	ACTAVIS
Registration Number:	1024482	SCANPOR

CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	714-540-1235
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031698-0059
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DOMESTIC REPRESENTATIVE	TRADEMARK
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OP \$140.00 3214449

Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Anna T Kwan

Signature: /atk/

Date: 11/01/2012

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

(Trademark, Trademark Registrations and Trademark Applications)

WHEREAS, Actavis Group hf., a public limited company organized under the laws of Iceland (herein referred to as the "Grantor"), owns, or in the case of licenses is a party to, the trademarks, trademark registrations and trademark applications listed in Schedule 1 attached hereto (the "Intellectual Property Collateral");

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; and (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 Deutsch Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) an Intellectual Property Security Agreement Supplement dated as of November 23, 2010 (the "IP Security Agreement Supplement" and together with the Security Agreement, the "Security Documents"), 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;

WHEREAS, pursuant to a Global Deed of Release dated as of the date hereof (the "Global Deed of Release"; capitalized terms used herein without definition have the meaning assigned to them in the Global Deed of Release) among, *inter alios*, the Grantor and the Security Agent, the Grantor requests the Security Agent unconditionally and irrevocably to release the Security created under the Security Documents by release, reassignment, re-transfer, waiver or otherwise, as the case may be, and mutually to terminate all rights and obligations under the Security Documents;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and in accordance with the terms and conditions of the Global Deed of Release, the Security Agent, pursuant to this Release of Security Interest in Intellectual Property (the "Release"), hereby unconditionally and irrevocably (a) releases the Grantor's assets and undertakings from, and hereby terminates, the Security and any other claims constituted, created, granted, mortgaged, pledged, assigned, perfected, evidenced and/or conferred by or pursuant to the IP Security Agreement Supplement which is hereby of no further force or effect, and (b) releases, discharges, waives, terminates, reassigns and retransfers to the Grantor all of the Security Agent's rights, title and interest in the Grantor's assets and undertakings, present or future, that were pledged, granted, mortgaged, assigned, charged or otherwise provided as security to the

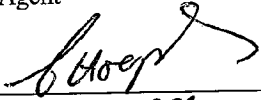
Security Agent for the benefit of the Secured Parties by or pursuant to the IP Security Agreement Supplement.


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

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

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the ___ day of _____, 2012.

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

By: 
Name: C. HOEPE
Title: U.P.

By: 
Name: R. TRAVERSA
Title: UP

Acknowledged:

ACTAVIS GROUP HF.,
as Grantor

By: _____
Name:
Title:

Signature Page to IP Release
Actavis Group HF. (Trademarks)

TRADEMARK
REEL: 004892 FRAME: 0703

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the ___ day of _____, 2012.

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

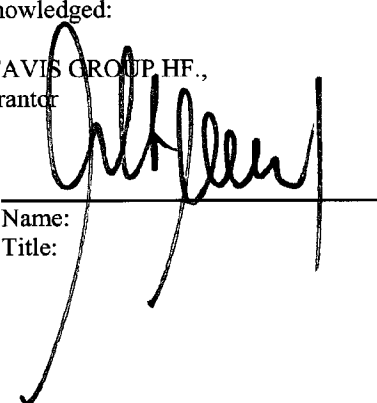
By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:

ACTAVIS GROUP HF.,
as Grantor

By: _____
Name:
Title:



Signature Page to IP Release
Actavis Group HF. (Trademarks)

TRADEMARK
REEL: 004892 FRAME: 0704

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACTAVIS (word mark)	3,214,449 (USA)	3/6/2007
ACTAVIS PHARMA (word mark)	3,214,450 (USA)	3/6/2007
ACTAVIS logo	3,188,469 (USA)	12/26/2006
HYDROTAB (word mark)	3,643,624 (USA)	6/23/2009
HYDROTAB & device	3,643,625 (USA)	6/23/2009
ACTAVIS – CREATING VALUE IN PHARMACEUTICALS & device	3,402,190 (USA)	3/25/2008
ACTAVIS and Design	3,845,070 (USA)	9/7/2010
SCANPOR	1,024,482 (USA)	11/11/1975

TRADEMARK APPLICATIONS

None.