

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 MID ATLANTIC LLC		
Street Address:	60 Columbia Road, Building B		
City:	MORRISTOWN		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1542215	ACETASOL	
Registration Number:	1642430	FEVERALL	
Serial Number:	85039920	FEVERALL	
Serial Number:	85117574	FEVERALL	
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		

OP \$115.00 1542215

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	11/01/2012
Total Attachments: 5 source=AMR #385404-v3-Compass_-_IP_Release__Actavis_Mid_Atlantic_-_Trademarks_#page1.tif source=AMR #385404-v3-Compass_-_IP_Release__Actavis_Mid_Atlantic_-_Trademarks_#page2.tif source=AMR #385404-v3-Compass_-_IP_Release__Actavis_Mid_Atlantic_-_Trademarks_#page3.tif source=AMR #385404-v3-Compass_-_IP_Release__Actavis_Mid_Atlantic_-_Trademarks_#page4.tif source=AMR #385404-v3-Compass_-_IP_Release__Actavis_Mid_Atlantic_-_Trademarks_#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

(Trademark, Trademark Registrations and Trademark Applications)

WHEREAS, Actavis Mid Atlantic LLC, a Delaware limited liability company (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

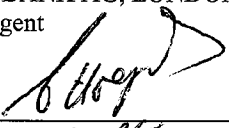
Security Agent for the benefit of the Secured Parties by or pursuant to the IP Security Agreement Supplement.

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. HEPP
Title: V.P.

By:  _____

Name: R. TUAKERIN
Title: VP

Acknowledged:

ACTAVIS MID ATLANTIC LLC,
as Grantor

By: _____

Name:
Title:

Signature Page to IP Release
Actavis Mid Atlantic LLC

TRADEMARK
REEL: 004892 FRAME: 0788

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 MID ATLANTIC LLC,
as Grantor

By:  _____
Name:
Title:

Signature Page to IP Release
Actavis Mid Atlantic LLC

TRADEMARK
REEL: 004892 FRAME: 0789

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACETASOL	1,542,215 (USA)	6/6/1989
FEVERALL	1,642,430 (USA)	4/23/1991

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FEVERALL	85/039,920 (USA)	5/17/2010
FEVERALL	85/117,574 (USA)	8/27/2010