

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
Forest Laboratories, Inc.		03/14/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Almirall, S.A.		
Street Address:	General Mitre, 151		
City:	08022 Barcelona		
State/Country:	SPAIN		
Entity Type:	CORPORATION: SPAIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4301915	TUDORZA	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-813-5900		
Email:	assignments@fzlz.com		
Correspondent Name:	SUSAN UPTON DOUGLASS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	LABA 1301678		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 4301915

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan Upton Douglass

Signature:

/anca nicolescu/

Date:

04/19/2013

Total Attachments: 8

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page1.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page2.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page3.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page4.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page5.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page6.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page7.tif

source=TUDORZA in Class 5 - Signed Assignment (F1206156)#page8.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of March 14, 2013 (the “**Effective Date**”), by and between Almirall, S.A., organized under the laws of Spain having an address of General Mitre, 151, 08022 Barcelona, Spain (“**Assignee**”), and Forest Laboratories, Inc., a corporation organized under the laws of Delaware and having offices at 909 Third Avenue, New York, New York 10022 (“**Assignor**”).

WHEREAS, under a License, Development, Commercialisation and Cooperation Agreement, dated as of April 7, 2006 (the “**License Agreement**”), Assignee (formerly known as Almirall Prodesfarma, S.A.) granted to Forest Laboratories Holdings Ltd., an indirect wholly owned subsidiary of Assignor (“**Forest Holdings**”), an exclusive license under certain patents and know-how to develop and commercialize products containing Acridinium;

WHEREAS, under the License Agreement, Assignee also granted to Forest Holdings an exclusive license to certain Product Trademarks;

WHEREAS, under Section 1.9 and Section 9.2 of the License Agreement, Forest Holdings agreed to assign to Assignee all Product Trademarks, and domain names containing such Product Trademarks, registered in the name of Affiliates, subject only to the terms of the License Agreement; and

WHEREAS, Assignor holds the registration for the Product Trademark described on Exhibit A hereto (the “**Assigned Trademark**”), and the domain names described on Exhibit B hereto (the “**Assigned Domain Names**”).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, capitalized terms shall have the respective meanings assigned to them under the License Agreement.
2. Assignment & Assumption.
 - A. Subject to the terms of the License Agreement, effective as of the date hereof, Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor’s rights, title and interest in the Assigned Trademark (together with that part of the goodwill of the Assignor’s business connected with and symbolized by the Assigned Trademark), and Assignee assumes all of Assignor’s rights, title and interest in the Assigned Trademark (together with that part of the goodwill of the Assignor’s business connected with and symbolized by the Assigned Trademark).

Assignor hereby authorizes the United States Commissioner of Patents and Trademarks to record this Assignment and the assignment of the Assigned Trademark.

- B. Subject to the terms of the License Agreement, effective as of the date hereof, Assignor hereby assigns, grants, conveys and transfers to Assignee all of Assignor's rights, title and interest in the Assigned Domain Names, and Assignee assumes all of Assignor's rights, title and interest in the Assigned Domain Names.

3. Domain Name Transfer Procedure.

- A. Within fifteen (15) calendar days of the Effective Date, Assignee shall open new accounts with the registrars (the "New Accounts") and shall request that the Registrars, in accordance with their respective domain name transfer policies, transfer the Assigned Domain Names from Assignor's accounts to the New Accounts.
- B. In accordance with the domain name transfer policies of the Registrars, upon receipt of such transfer requests, each of the Registrars should send an automated e-mail message to Assignor's administrative contact hostmaster@frx.com at (631) 858-7520 requesting authorization for the transfer of the Assigned Domain Names.
- C. Following receipt of such requests, Assignor shall instruct its administrative contact to take all necessary actions to authorize transfer of the Assigned Domain Names within the deadlines stipulated in the Registrars' domain name transfer policies.

4. Limitations. It is understood by the parties that the provisions of Section 2 are based on the policies of the Registrars in force as of the Effective Date. The Registrars may modify their policies and transfer procedures from time to time and, in such case, the parties hereto agree to take all necessary and reasonable actions to have the Assigned Domain Names transferred to the Assignee as provided in the License Agreement. Both parties further agree that (i) neither party shall incur any liability with regards to any aspects of the transfers that are the Registrars' sole responsibility, such as, but not limited to, any technical related aspects, and (ii) that the Assignee will pay all the fees associated with (a) the creation of the New Accounts and (b) the transfer of the Assigned Domain Names.

5. Further Assurances. Assignor and Assignee shall, at any time and from time to time after the date hereof, upon the reasonable request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further reasonable actions, as shall be necessary or desirable to give effect to the transactions hereby contemplated.

6. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be construed


and enforced in accordance with the laws of the State of New York, USA, without reference to its principles of conflicts of law. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will be considered one and the same instrument. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements, arrangements or understandings with respect thereto, provided that the provisions of the License Agreement shall be deemed to control and supersede in the event and to the extent any provision hereof is inconsistent with the terms thereof. This Agreement may only be amended by a written instrument signed by each party. Any counterpart may be signed and transmitted by facsimile with the same force and effect as if such counterpart was an ink-signed original.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and acknowledged by one of its duly authorized officers on the date first above written.

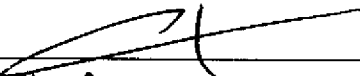
ASSIGNOR:

FOREST LABORATORIES, INC.

By: 
Name: David F. Solomon
Title: Senior Vice President
Corporate Development and
Strategic Planning

ASSIGNEE:

ALMIRALL, S.A.

By: 
Name: Ido Orvitz
Title: Director, Intellectual Property



Xavier Alvarado Alba
Director of Corporate Regulatory
Affairs & Drug Safety

Exhibit A
Assigned Trademark

COUNTRY	MARK	REG. DATE	REG. NO.	FILING DATE	SERIAL NO.	STATUS
United States	TUDORZA	12-MAR-13	4301915	17-FEB-11	85244857	REGISTERED

Exhibit B

Assigned Domain Names

eklira.ca	ENOM
genuair.ca	NETWORK SOLUTIONS
jenuair.com	ENOM
tudorza.com	NETWORK SOLUTIONS
tudorza.net	NETWORK SOLUTIONS
tudorza.org	NETWORK SOLUTIONS
tudorza.info	NETWORK SOLUTIONS
tudorza.ca	NETWORK SOLUTIONS
tudorza.us	NETWORK SOLUTIONS
tudorzapressair.ca	NETWORK SOLUTIONS
tudorzahcp.com	ENOM
tudorzaspeakers.com	NETWORK SOLUTIONS
tudorzataalks.biz	NETWORK SOLUTIONS
tudorzataalks.com	NETWORK SOLUTIONS
tudorzataalks.info	NETWORK SOLUTIONS
tudorzataalks.net	NETWORK SOLUTIONS
tudorzataalks.org	NETWORK SOLUTIONS
tudorzataalks.us	NETWORK SOLUTIONS
tudorzatoday.com	NETWORK SOLUTIONS
pressairinhaler.com	NETWORK SOLUTIONS
pressairinhaler.biz	NETWORK SOLUTIONS

pressairinhaler.us	NETWORK SOLUTIONS
pressairinhaler.info	NETWORK SOLUTIONS
pressairinhaler.net	NETWORK SOLUTIONS
pressairinhaler.org	NETWORK SOLUTIONS
pressair.ca	NETWORK SOLUTIONS