# 900268535 10/09/2013

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		10/01/2013	Bank: NORTH CAROLINA

# **RECEIVING PARTY DATA**

Name:	Wamer Chilcott (Ireland) Limited	
Street Address:	100 Enterprise Drive	
Internal Address:	c/o Warner Chilcott Corporation	
City:	Rockaway	
State/Country:	NEW JERSEY	
Postal Code:	07866	
Entity Type:	CORPORATION: IRELAND	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2740961	FEMRING

# **CORRESPONDENCE DATA**

**Fax Number**: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/

TRADEMARK REEL: 005128 FRAME: 0764 OP \$40,00 2740961

Date:	10/09/2013	
Total Attachments: 4 source=Trademark.FILING.WCIL#page2.tif source=Trademark.FILING.WCIL#page3.tif source=Trademark.FILING.WCIL#page4.tif source=Trademark.FILING.WCIL#page5.tif		

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 1, 2013 and granted by BANK OF AMERICA, N.A. (the "Collateral Agent"), in its capacity as collateral agent pursuant to that certain Credit Agreement dated as of March 17, 2011 and amended as of August 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among WARNER CHILCOTT HOLDINGS COMPANY III, LIMITED, a company organized under the laws of Bermuda, WC LUXCO S.À R.L., a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg (the "Luxco Borrower"), WARNER CHILCOTT CORPORATION, a Delaware corporation (the "US Borrower"), WARNER CHILCOTT COMPANY, LLC, a limited liability company organized under the laws of Puerto Rico (the "PR Borrower"), each lender from time to time party thereto, and the Collateral Agent as Administrative Agent, Swing Line Lender and L/C Issuer in favor of the US Borrower, the Luxco Borrower, the PR Borrower, the Persons listed on the signature pages of the Domestic Security Agreement and the Additional Grantors (as defined in the Domestic Security Agreement) (collectively, the "Grantors"). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of March 17, 2011 (as amended, amended and restated, supplemented or otherwise modified), among certain of the Grantors and the Collateral Agent (the "<u>Trademark Security Agreement</u>"), the Grantors pledged to the Collateral Agent a continuing security interest in all of their right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks, trademark applications, and licenses set forth on Schedule I hereto, the goodwill associated therewith, and all products and proceeds of the foregoing, including without limitation any claim by Grantors against third parties for past, present or future infringement, misappropriation, violation, dilution, misuse, or breach with respect to any of the foregoing (collectively, the "<u>Trademarks</u>"); and

WHEREAS, the Grantors have repaid the Credit Agreement in its entirety and satisfied all Obligations thereunder and the Collateral Agent has agreed to release its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantors have satisfied all Obligations thereunder, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademarks, in each case without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks, the Collateral Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (in-

cluding, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

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

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized offer as of the date first set forth above.

BANK OF AMERICA, N.A.,

as Collateral Agent,

By:

Name: Don B. Pinzon

Title: Vice President

[WCIL Trademark Release]

# Schedule I

# WARNER CHILCOTT (IRELAND) LIMITED U.S. TRADEMARK REGISTRATIONS

TRADEMARKREG. NO.REG. DATEFEMRING2,740,96129-Jul-2003

**RECORDED: 10/09/2013**