

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Watson Laboratories, Inc.		10/08/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Actavis, Inc.		
<b>Street Address:</b>	400 Interpace Parkway		
<b>Internal Address:</b>	Morris Corporate Center III		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3150767	TRETIN X	
<b>Registration Number:</b>	1902331	EMLA	
<b>Registration Number:</b>	1848947	EMLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	862-261-7000		
<b>Email:</b>	matthew.brady@actavis.com		
<b>Correspondent Name:</b>	Matthew O. Brady		
<b>Address Line 1:</b>	400 Interpace Parkway		
<b>Address Line 2:</b>	Morris Corporate Center III		
<b>Address Line 4:</b>	Parsippany, NEW JERSEY 07054		
<b>ATTORNEY DOCKET NUMBER:</b>	TRETIN ETC		
<b>NAME OF SUBMITTER:</b>	Matthew O. Brady		
<b>SIGNATURE:</b>	/s/		
<b>DATE SIGNED:</b>	10/09/2014		
<b>Total Attachments: 2</b>			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, effective as of 8<sup>th</sup> day of October (this "assignment") is made from Watson Laboratories, Inc., a Delaware corporation, having offices at 400 Interpace Parkway, Parsippany, NJ 07054 ("Assignor"), to Actavis, Inc., a Nevada corporation, having its principal executive offices at 400 Interpace Parkway, Parsippany, New Jersey, 07054 ("Assignee").


WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto, and all goodwill associated therewith (the "assigned Trademarks"), and Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, its successors, legal representatives and assigns, and the Assignee has agreed to purchase, take delivery of and acquire from Assignor, all of the Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee its entire right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the registration thereof, and any other rights which the Assignor has enjoyed thereunder in the United States including, without limitation, any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of the Mark, together with the right in Assignee to sue and recover therefore, including the right to bring suit in its own name, any right to seek renewal of such registration, the same to be held and enjoyed by the Assignee, its successors and assigns, forever and to the full end of the terms for which the Mark is registered and any renewals of the terms thereof.

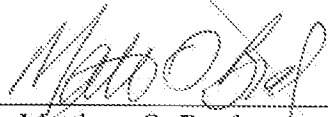
ASSIGNOR HEREBY agrees, without further consideration, at Assignee's expense, to execute and deliver such other documents that Assignee, its successors and/or assigns may reasonably request that are necessary under the rules of the United States Patent and Trademark Office for recordation of this Assignment; provided that Assignee shall be solely responsible for performing all activities in connection with recordation of this Assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative effective as of the date written above.

WATSON LABORATORIES, INC.,

By:   
Name: John LaRocca  
Title: Assistant Secretary

ACTAVIS, INC.,

By:   
Name: Matthew O. Brady  
Title: Associate Vice President,  
Intellectual Property

SCHEDULE A

Mark	Reg. No.	Reg. Date	Appl. No.	Appl. Date
TRETIN X	3,150,767	October 3, 2006	78/682423	August 2, 2005
EMLA	1,902,331	July 4, 1995	74/406470	June 24, 1993
EMLA	1,848,947	August 9, 1994	74/161847	April 29, 1991