

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334839

<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>
Warner Chilcott Company		02/23/2015	LIMITED LIABILITY COMPANY: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mayne Pharma International Pty Ltd		
<b>Street Address:</b>	474 Flinders Street,		
<b>Internal Address:</b>	Level 14,		
<b>City:</b>	Melbourne		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	VIC 3000		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1259073	DORYX	
<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>	61 8 8209 2626		
<b>Email:</b>	doreen.perrin@maynepharma.com		
<b>Correspondent Name:</b>	Doreen Perrin		
<b>Address Line 1:</b>	1538 Main North Road		
<b>Address Line 2:</b>	Intellectual Property Manager		
<b>Address Line 4:</b>	Salisbury South, AUSTRALIA SA 5106		
<b>ATTORNEY DOCKET NUMBER:</b>	DORYX/US		
<b>NAME OF SUBMITTER:</b>	Doreen Perrin		
<b>SIGNATURE:</b>	/doreen perrin/		
<b>DATE SIGNED:</b>	03/12/2015		
<b>Total Attachments: 9</b>			
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**TRADEMARK AND DOMAIN NAME  
ASSIGNMENT**

**THIS ASSIGNMENT** (this “Agreement”) is entered into on this 23rd day of February, 2015 (the “Execution Date”), by and among **Warner Chilcott Company, LLC**, a Puerto Rico limited liability company, with its principal place of business at 365 San Francisco Street, Penthouse, Old San Juan, Puerto Rico 00901 (“Warner Chilcott”) and **Actavis, Inc.**, a Nevada corporation, with its principal place of business at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, NJ 07054, United States (“Actavis”, and together with Warner Chilcott, the “Transferors”) and **Mayne Pharma International Pty Ltd**, ACN 007 870 984, an Australian corporation, with an office at Level 14, 474 Flinders Street, Melbourne Victoria 3000 (“Transferee”, and together with Transferors, the “Parties”).

**WHEREAS**, Transferee, Transferors, Actavis Pharma, Inc. and Warner Chilcott (US), LLC have entered into that certain Asset Purchase Agreement, dated as of February 9, 2015 (the “Asset Purchase Agreement”), pursuant to which Warner Chilcott has agreed to, or cause its Affiliates (as defined in the Asset Purchase Agreement) to, sell, transfer, assign, convey and deliver to Transferee, and Transferee has agreed to acquire various assets, including the Trademarks and Domain Names; and

**WHEREAS**, the Asset Purchase Agreement provides for the execution and delivery of this Agreement by which each Transferor will assign, transfer, convey and deliver to Transferee all of its rights, title and interest in the Trademarks and the Domain Names, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and for the mutual promises and covenants contained herein, the legal sufficiency of which consideration is hereby acknowledged, the Parties, with the intent to be legally bound, agree as follows:

**ARTICLE I**

“**Domain Names**” shall mean the domain names listed in Schedule 2.

“**Trademarks**” shall mean the United States trademark registrations listed in Schedule 1.

**ARTICLE II**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, effective as of the date hereof, each of the Transferors hereby assigns, conveys and delivers unto Transferee (or its designee), all right, title and interest that it owns in and to the Trademarks and in the Domain Names, together with the goodwill of the business represented by the Trademarks, and including all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

### **ARTICLE III**

Each Transferor hereby represents and warrants that, at the date hereof, it is fully entitled and authorized to transfer the ownership of all rights it holds to the Trademarks and the Domain Names to Transferee.

### **ARTICLE IV**


The Parties shall work together in good faith and shall execute and deliver such other documents, including executing and delivering a duly executed assignment of the Trademarks in the form of Exhibit 1 hereto for recording at the U.S. Patent and Trademark Office, and shall take such further actions, in each case, at Transferee's cost and expense, as may be reasonably required to give effect to the foregoing assignment. Transferee shall be solely responsible for, and shall proceed with, the recording of such duly executed assignment of the Trademarks at the U.S. Patent and Trademark Office. The Parties, each at its own expense, shall cooperate promptly with the other in facilitating the transfer to Transferee of the Domain Names.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**TRANSFeree:**

MAYNE PHARMA INTERNATIONAL PTY LTD

By:   
Name: Scott Richards  
Title: Director

By:   
Name: Mark Cansdale  
Title: Secretary

**TRANSFERORS:**

WARNER CHILCOTT COMPANY, LLC

By: \_\_\_\_\_  
Name: Frank Rodriguez  
Title: Senior VP Technical Operations

ACTAVIS, INC.

By: \_\_\_\_\_  
Name: Sheldon Hirt  
Title: SVP, Legal Affairs

[Signature Page to Trademark and Domain Name Assignment]

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Name: Frank Rodriguez  
Title: Senior VP Technical Operations

ACTAVIS, INC.

By:  \_\_\_\_\_  
Name: Sheldon Hirt  
Title: SVP, Legal Affairs

**SCHEDULE 1**  
**TRADEMARKS**

<b>U.S. Trademark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class</b>
DORYX	May 19, 1982	73/365,387	November 29, 1983	1,259,073	5



**SCHEDULE 2**  
**DOMAIN NAMES**

1. doryx.com

**EXHIBIT 1**

**ASSIGNMENT OF TRADEMARKS**

**WHEREAS, Warner Chilcott Company LLC**, a Puerto Rico limited liability company, with an office at 365 San Francisco Street, Penthouse, Old San Juan, Puerto Rico 00901 (“Assignor”), is the owner of the trademarks registered in the United States of America listed in the attached schedule (hereinafter, the “Trademarks”); and

**WHEREAS, Mayne Pharma International Pty Ltd**, ACN 007 870 984, an Australian corporation, with an office at Level 14, 474 Flinders Street, Melbourne Victoria 3000 (“Assignee”), is desirous of acquiring the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of the Closing (as defined in the Asset Purchase Agreement), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business represented by the Trademarks, and including all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**Warner Chilcott Company, LLC**

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_  
[typed or printed]

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**SCHEDULE OF TRADEMARKS**

<b>U.S. Trademark</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Class</b>
DORYX	May 19, 1982	73/365,387	November 29, 1983	1,259,073	5