

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354398

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900336394		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actavis, Inc.		07/01/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Watson Laboratories, Inc.		
Street Address:	311 Bonnie Circle		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92880		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3427250	TILIA	
CORRESPONDENCE DATA			
Fax Number:	7147969381		
<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>			
Phone:	714-246-5507		
Email:	hinchey_susan@allergan.com		
Correspondent Name:	Susan J. Hinchey		
Address Line 1:	2525 Dupont Drive		
Address Line 4:	IRVINE, CALIFORNIA 92612		
NAME OF SUBMITTER:	Susan J. Hinchey		
SIGNATURE:	/SUSAN J. HINCHEY/		
DATE SIGNED:	09/09/2015		
Total Attachments: 13			
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 1, 2015 (the "Effective Date"), is entered into by and between Actavis, Inc., a Nevada corporation (the "Assignor"), and Watson Laboratories, Inc., a Nevada corporation (the "Assignee") (the Assignee and, together with the Assignor, the "Parties" and each, a "Party").

RECITALS

WHEREAS, the Assignee is an affiliate of the Assignor;

WHEREAS, the Assignor (a) owns the trademarks, service marks, brand names, product names, slogans, logos, designs, trade dress, and Internet domain names exclusively related to the branded generic product Tilia (the "Product"), including those set forth on Schedule A or Schedule B, whether registered or unregistered, and all common law rights therein, together with (i) all goodwill of the existing and ongoing business connected with the use thereof and symbolized thereby, and (ii) all registrations and applications for registration in connection therewith and all extensions and renewals thereof, including the registrations and applications set forth on Schedule A or Schedule B, (collectively, the "Trademarks"), (b) may own certain other intellectual property or proprietary rights exclusively related to the Product, including (i) unregistered copyrights and works of authorship (whether or not published), including website content, exclusively related to the Product, and (ii) trade secrets, know-how, and confidential technical and business information exclusively related to the Product (collectively, but, for the avoidance of doubt, excluding any patents, patents applications or Trademarks or other registered or applied-for intellectual property, the "Other Intellectual Property") and (c) may possess rights to the New Drug Applications and Abbreviated New Drug Applications set forth on Schedule C (collectively, the "Regulatory Filings");

WHEREAS, the Trademarks and the Other Intellectual Property, together with (i) all copies and tangible embodiments thereof (in whatever form or medium), (ii) any past, present or future claims or causes of action arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Trademarks or any of the Other Intellectual Property, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, (iii) the right to receive any and all income, royalties and payments now or hereafter due and/or payable with respect to the Trademarks or any of the Other Intellectual Property, together with the Regulatory Filings, are collectively referred to herein as the "Assigned Assets";

WHEREAS, the Assignor desires to transfer, convey, assign and deliver to the Assignee all of its right, title and interest in, to and under the Assigned Assets and, in exchange therefor, the Assignee shall allocate an amount equal to the value of the Assigned Assets to its share premium reserve (the "Assignee Consideration"); and

WHEREAS the Assignee desires to accept and assume from the Assignor the Assigned Assets in exchange for the Assignee Consideration.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I CONTRIBUTION

Section 1.01 Contribution. Effective as of 11:59 PM New York time on July 1, 2015, the Assignor hereby transfers, conveys, assigns and delivers to the Assignee all of the Assignor's right, title and interest in, to and under the Assigned Assets in exchange for the Assignee Consideration. The Assignee does hereby accept and assume all of the Assignor's right, title and interest in, to and under the Assigned Assets and effectuate the Assignee Consideration.

Section 1.02 Power of Attorney. The Assignor does hereby constitute and appoint the Assignee, and its successors and assigns, as their true and lawful attorney, with full power of substitution in its name and stead, by, on behalf of and for the benefit of the Assignee, and its successors and assigns, to demand and receive payment in respect of any or all of the Assigned Assets transferred hereunder that represents the right of the Assignor to demand and receive payment from third parties and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee, and its successors and assigns, in the name of the Assignee or such successors or assigns, any and all proceedings at law, in equity or otherwise, which the Assignee, and its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assigned Assets transferred hereunder.

Section 1.03 Non-Assignment. Nothing in this Agreement shall be construed as an attempt to assign to the Assignee any legal interest in any of the Assigned Assets which, as a matter of law or by the terms of any legally binding contract to which the Assignor or any of its respective affiliates are subject, is not assignable without the consent of any other party or the expiration of any waiting or notice period, unless such consent shall have been given, such waiting or notice period shall have expired or been waived by the applicable other party thereto, or the Assignee agrees to forego receipt of such consent or the expiration of such waiting or notice period. In the event that the legal interest in any of the Assigned Assets or any claim, right or benefit arising thereunder or resulting therefrom cannot be sold, assigned, transferred or conveyed hereunder as of the date hereof because any waiting or notice period has not expired or any consents or approvals required for such transfer have not been obtained or waived, then at the Assignee's election (exercisable in its sole discretion) the legal interest in such Assigned Assets shall not be transferred, conveyed, assigned or delivered until such waiting or notice period shall have expired or until approval, consent or waiver thereof is obtained. Each of the Parties shall and shall cause its affiliates to, without additional consideration, use commercially reasonable efforts to cooperate in obtaining such consents or approvals or the termination of such waiting or notice periods as may be necessary to complete any such transfers as soon as practicable following the date hereof and to fully consummate such transfers thereupon. The Assignor shall, and shall cause its affiliates to, cooperate with the Assignee in good faith without additional consideration in any arrangement reasonably acceptable to the Assignee intended to provide the Assignee with the benefit of any such Assigned Assets.

Section 1.04 Further Assurances. Each of the Parties agrees to, without additional consideration, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably requested by the other Party to consummate or otherwise implement the transactions contemplated by this Agreement and to confirm, record or otherwise evidence the same. Without limiting the generality of the foregoing, the Assignor agrees to promptly execute and deliver to Assignee an assignment of trademarks substantially in the form attached hereto as Annex 1 (the "Trademark Assignment"), and further agrees to execute and deliver further assignments for the purpose of evidencing,

TRADEMARK

effectuating, and recording its assignment of Trademarks in any other jurisdictions, such assignments to be in a form reasonably satisfactory to Assignee and sufficient for recordation in the relevant jurisdictions. The Assignor further agrees to assist Assignee in changing the technical and administrative contact information for the transferred Internet domain names with the applicable Internet domain names registrars to such information of Assignee's choice (including, without limitation, by delivering to Assignee any and all applicable user names and passwords for any accounts related to such Internet domain names to enable Assignee to assume control of such Internet domain names) of the Internet domain names included in the Assigned Assets.

ARTICLE II MISCELLANEOUS

Section 2.01 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the Parties and their successors and permitted assigns any remedy or claim under or by reason of this Agreement or any of the agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Agreement shall be for the sole and exclusive benefit of the Parties and their successors and permitted assigns.

Section 2.02 Entire Agreement, Binding Effect. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related thereto. This Agreement shall be binding upon, inure for the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

Section 2.03 Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 2.04 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of a Party can be seen), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 2.05 Headings. The section or paragraph headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 2.06 Governing Law; Venue; Waiver of Trial by Jury. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New York, without giving effect to any choice or conflict-of-law provision or rule (whether of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. Each of the Parties consents to the exclusive jurisdiction and venue of any state or federal court within New York, New York for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement, or to any transaction contemplated hereby. Each of the Parties accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*. Each of the Parties waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

Section 2.07 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

Actavis, Inc.

By: _____



Name: Lili Lee

Title: Secretary

ASSIGNEE:

Watson Laboratories, Inc.

By: Lill Lee

Name: Lillias Lee

Title: Assistant Secretary

**SCHEDULE A
TRADEMARKS**

Mark	Jurisdiction	Status	Registration No.
TILIA	United States	Registered	3,427,250

**SCHEDULE B
INTERNET DOMAIN NAMES:**

**SCHEDULE C
REGULATORY FILINGS**

ANNEX 1
FORM OF ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of July 1, 2015 ("Effective Date") by Actavis, Inc., a Nevada corporation ("Assignor"), in favor of Watson Laboratories, Inc., a Nevada corporation ("Assignee").

WHEREAS, Assignor owns and either uses or has the bona fide intent to use the trademarks and service marks set forth on Schedule A hereto, which are registered, or for which applications for registration have been filed and are pending, in the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of July 1, 2015 (as it may be amended, supplemented or otherwise modified from time to time, the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to transfer, convey, assign and deliver all of Assignor's right, title and interest in and to the Marks to Assignee, and Assignee has agreed to accept and assume the Marks from Assignor.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:


Assignor hereby transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Marks, together with (i) all goodwill of the business connected with the use thereof and symbolized thereby, and (ii) all registrations and applications for registration in connection therewith, and all extensions and renewals thereof, and (iii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover therefor, for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

Actavis, Inc.

By: 
Name: Lili Lee
Title: Secretary

ACKNOWLEDGED BY:

ASSIGNEE: Watson Laboratories, Inc.

By: 
Name: Lili Lee
Title: Assistant Secretary

Schedule A

Mark	Jurisdiction	Status	Registration No.
TILIA	United States	Registered	3,427,250