

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354847

<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>
Aptalis Pharma Limited		04/01/2015	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aptalis Pharmatech, Inc.		
<b>Street Address:</b>	100 Somerset Corporate Blvd., Suite 2000		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78252564	ADVATAB	
<b>Serial Number:</b>	78977617	ADVATAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	2027287045		
<b>Email:</b>	chowell@cooley.com		
<b>Correspondent Name:</b>	Cathy Howell, Senior Paralegal		
<b>Address Line 1:</b>	1299 Pennsylvania Ave., N.W.; Suite 700		
<b>Address Line 2:</b>	Cooley LLP		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	325049-2020		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>SIGNATURE:</b>	/Catherine R. Howell/		
<b>DATE SIGNED:</b>	09/11/2015		
<b>Total Attachments: 6</b>			
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**TRADEMARK**

**REEL: 005622 FRAME: 0089**

U.S. TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Assignment”) is made as of April 1, 2015 by **Aptalis Pharma Limited**, an Irish private limited company having a principal place of business at The Yard House, Kilruddery Estate, Southern Cross Road, Bray, County Wicklow, Ireland, and formerly known as Eurand Pharmaceuticals Limited (“Assignor”) to **Aptalis Pharmatech, Inc.**, a Nevada corporation having a principal place of business at 100 Somerset Corporate Blvd., Suite 2000, Bridgewater, New Jersey 08807, USA (“Assignee”).

WHEREAS, Aptalis Holdings Inc. (“Seller”) and Pharmatech Lux Holdco I, S.à.r.l. (formerly known as TPG Indigo, S.à.r.l.) (“Buyer”) are parties to that certain Stock and Asset Purchase Agreement, dated as of February 12, 2015 (the “Agreement”);

WHEREAS, Assignor is an Affiliate of Seller, and Assignee is an Affiliate of Buyer, and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Eurand Pharmaceuticals Limited changed its name to Aptalis Pharma Limited on or around June 30, 2011;

WHEREAS, Assignor owns the trademark applications and registered trademarks as set forth on Schedule I (collectively, the “Assigned Marks”); and

WHEREAS, Assignee desires to purchase or acquire all of Assignor’s right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest to the Assigned Marks, together with the goodwill of the business symbolized thereby, free and clear of all Encumbrances, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; 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.

2. From and after the Closing Date, Assignor shall, and shall cause the Selling Companies to, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Agreements, and take such other action as may reasonably be necessary to consummate the Acquisition or to give effect to the transactions contemplated by the Ancillary Agreements.

3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Agreement. To the extent that any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

4. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

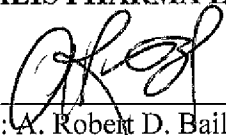
5. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

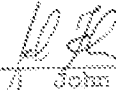
*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**APTALIS PHARMA LTD.**

By:   
Name: A. Robert D. Bailey  
Title: Vice President

APTALIS PHARMATECH, INC.

By:   
Name: John Fraher  
Title: President

{SIGNATURE PAGE TO U.S. TM ASSIGNMENT}

SCHEDULE I

**See attached.**

<u>Trademark Name</u>	<u>Country</u>	<u>Seller Owner Entity</u>	<u>Class</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Appl. Date</u>	<u>Reg. Date</u>	<u>Next renewal due</u>
ADVATAB	US	APTALIS PHARMA LIMITED	5	Registered	78252564	3659316	5/21/2003	7/21/2009	7/21/2019
ADVATAB	US	APTALIS PHARMA LIMITED	40, 42	Registered	78977617	3175614	5/21/2003	11/21/2006	11/21/2016

TRADEMARK

REEL: 005622 FRAME: 0095

RECORDED: 09/11/2015