

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399752

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the preamble language to is "effective" as of December 31, 2015 rather than is "dated" December 31, 2015 previously recorded on Reel 005875 Frame 0726. Assignor(s) hereby confirms the dated as of December 31, 2015 (such date).
RESUBMIT DOCUMENT ID:	900378912

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allergan Finance, LLC		12/31/2015	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Allergan Sales, LLC
Street Address:	400 Interpace Parkway
Internal Address:	Morris Corporate Center III
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4318544	PRACTRX - PERSONALIZED PRODUCT SUPPORT
Registration Number:	4314341	PRACTRX
Registration Number:	4610173	ANDA
Registration Number:	4322009	PRACTRX PERSONALIZED PRODUCT SUPPORT
Registration Number:	4720512	ANDA INCORPORATED

CORRESPONDENCE DATA

Fax Number: 7147969381
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.

Phone: 714-246-5507
Email: susan.hinchey@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
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SIGNATURE:	/SUSAN J. HINCHEY/
DATE SIGNED:	09/26/2016
Total Attachments: 13 source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page1.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page2.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page3.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page4.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page5.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page6.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page7.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page8.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page9.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page10.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page11.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page12.tif source=AttachmentsNonRecordationofAssignmentAGNFinanceToAGNSalees#page13.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398349

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Finance, LLC		12/31/2015	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Allergan Sales, LLC		
Street Address:	400 Interpace Parkway		
Internal Address:	Morris Corporate Center III		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85520600	PRACTRX	
Serial Number:	85545630	PRACTRX - PERSONALIZED PRODUCT SUPPORT	
Serial Number:	85550989	PRACTRX PERSONALIZED PRODUCT SUPPORT	
Serial Number:	85550900	ANDA	
Serial Number:	85551040	ANDA INCORPORATED	
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:	susan.hinchey@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:	09/13/2016		

CH 5140 00 85520600

Total Attachments: 5

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TRADEMARK

REEL: 005892 FRAME: 0727

REEL: 005892 FRAME: 0283

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the preamble language to is "effective" as of December 31, 2015 rather than is "dated" December 31, 2015 previously recorded on Reel 005875 Frame 0726. Assignor(s) hereby confirms the dated as of December 31, 2015 (such date).		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Finance, LLC		12/31/2015	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Allergan Sales, LLC		
Street Address:	400 Interpace Parkway		
Internal Address:	Morris Corporate Center III		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4318544	PRACTRX - PERSONALIZED PRODUCT SUPPORT	
Registration Number:	4314341	PRACTRX	
Registration Number:	4610173	ANDA	
Registration Number:	4322009	PRACTRX PERSONALIZED PRODUCT SUPPORT	
Registration Number:	4720512	ANDA INCORPORATED	
CORRESPONDENCE DATA			
Fax Number:	7147969381		
Phone:	714-246-5507 ☎		
Email:	susan.hinchey@allergan.com		
<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>			
Correspondent Name:	Susan J. Hinchey		

TRADEMARK

REEL: 005892 FRAME: 0284

Address Line 1:	2525 Dupont Drive
Address Line 2:	Irvine, CALIFORNIA 92612
NAME OF SUBMITTER:	Susan J. Hinchey
Signature:	/SUSAN J. HINCHEY/
Date:	09/21/2016
Total Attachments: 5 source=REVISED - Allergan Finance, LLC to Allergan Sales, LLC - US Trademark Short Form (Anda)#page1.tif source=REVISED - Allergan Finance, LLC to Allergan Sales, LLC - US Trademark Short Form (Anda)#page2.tif source=REVISED - Allergan Finance, LLC to Allergan Sales, LLC - US Trademark Short Form (Anda)#page3.tif source=REVISED - Allergan Finance, LLC to Allergan Sales, LLC - US Trademark Short Form (Anda)#page4.tif source=REVISED - Allergan Finance, LLC to Allergan Sales, LLC - US Trademark Short Form (Anda)#page5.tif	
RECEIPT INFORMATION	
ETAS ID:	TM399368
Receipt Date:	09/21/2016
Fee Amount:	\$140

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, with effect as of December 31, 2015 (such effective date, the "Effective Date", and such agreement, this "Trademark Assignment"), is entered into by and between Allergan Finance, LLC (f/k/a Actavis, Inc.) ("Assignor") and Allergan Sales, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A (the "Assigned Marks"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Authority. As of the Effective Date and until the earlier of (i) the date of recordal in the United States Patent and Trademark Office or, with respect to any Assigned Mark filed or registered in any jurisdiction outside the United States, in the corresponding entity or agency in any such applicable foreign country or multinational authority, of this Trademark Assignment, and (ii) the date on which the Assignor is no longer a subsidiary of Allergan plc, the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned Marks in the respective jurisdictions.

Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark Assignment –
United States

3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the action or document described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Marks. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. General Provisions. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment. This Trademark Assignment is entered into pursuant to the Assignment Agreement entered into by and between Assignor and Assignee as of December 31, 2015 (the "IP Assignment Agreement"). To the extent of any conflict between this Trademark Assignment and the IP Assignment Agreement, the IP Assignment Agreement will govern. Neither this Trademark Assignment nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.


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Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark Assignment –
United States

TRADEMARK
REEL: 005892 FRAME: 0287

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

ALLERGAN FINANCE, LLC (f/k/a ACTAVIS, INC.)

By: 

Name: A. Robert D. Bailey




Title: President

Signature Page to Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC –
Trademark Assignment – United States

TRADEMARK
REEL: 005892 FRAME: 0288

Schedule A

LIST OF ASSIGNED MARKS

Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
PRACTRX	19 January 2012	85520600	2 April 2013	4314341
PractRx – Personalized Product Support	17 February 2012	85545630	9 April 2013	4138544
	23 February 2012	85550989	16 April 2013	4322009
	23 February 2012	85550900	23 September 2014	4610173
	23 February 2012	85551040	14 April 2015	4720512

Schedule to Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark
Assignment – United States

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of December 31, 2015 (such date, the "Effective Date", and such agreement, this "Trademark Assignment"), is entered into by and between Allergan Finance, LLC (f/k/a Actavis, Inc.) ("Assignor") and Allergan Sales, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademark and service mark registrations and trademark and service mark applications set forth on Schedule A (the "Assigned Marks"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Marks and all goodwill associated therewith or symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Authority. As of the Effective Date and until the earlier of (i) the date of recordal in the United States Patent and Trademark Office or, with respect to any Assigned Mark filed or registered in any jurisdiction outside the United States, in the corresponding entity or agency in any such applicable foreign country or multinational authority, of this Trademark Assignment, and (ii) the date on which the Assignor is no longer a subsidiary of Allergan plc, the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned Marks in the respective jurisdictions.

Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark Assignment –
United States

3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the action or document described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Marks. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark Assignment –
United States

TRADEMARK
REEL: 005892 FRAME: 0729
REEL: 005892 FRAME: 0291

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

ALLERGAN FINANCE, LLC (f/k/a ACTAVIS, INC.)

By: _____

Name: A. Robert D. Bailey

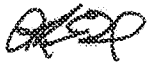
Title: President

Signature Page to Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC –
Trademark Assignment – United States

TRADEMARK
REEL: 005892 FRAME: 0730
REEL: 005892 FRAME: 0292

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment with effect as of the Effective Date.

ALLERGAN SALES, LLC




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

Signature Page to Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC –
Trademark Assignment – United States

TRADEMARK
REEL: 005892 FRAME: 0293
TRADEMARK 0731

Schedule A

LIST OF ASSIGNED MARKS

Trademark	Appl. Date	Appl. No.	Reg. Date	Reg. No.
PRACTRX	19 January 2012	85520600	2 April 2013	4314341
PractRx – Personalized Product Support	17 February 2012	85545630	9 April 2013	4138544
	23 February 2012	85550989	16 April 2013	4322009
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	23 February 2012	85551040	14 April 2015	4720512

Schedule to Allergan Finance, LLC (f/k/a Actavis, Inc.) – Allergan Sales, LLC – Trademark
Assignment – United States

RECORDED: 09/13/2016
RECORDED: 09/21/2016

TRADEMARK
REEL: 005892 FRAME: 0732
REEL: 005892 FRAME: 0294