

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptalis Pharma US, Inc.		01/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Allergan Sales, LLC		
Street Address:	5 Giralda Farms		
City:	Madison		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4340353		
Registration Number:	1720066	FLUTTER	
Registration Number:	2766490		
Registration Number:	2048432		
Registration Number:	4203271	RECTIV	
Registration Number:	2214800	SCANDICAL	
Registration Number:	1794089	SCANDI SHAKE	
Registration Number:	2532206	SCANDISHAKE	
Registration Number:	4289339	ULTRESA	
Registration Number:	4292653	ULTRESA	
Registration Number:	1976987	URSO	
Registration Number:	2735321	URSO 250	
Registration Number:	3110312	URSO FORTE	
Registration Number:	4533794	VIOKACE	
Registration Number:	0545868	VIOKASE	
CORRESPONDENCE DATA			
Fax Number:	7142464249		
<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>			

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TRADEMARK

Phone: 714-246-2379
Email: annie.chen@allergan.com
Correspondent Name: Allergan, Inc.
Address Line 1: 2525 Dupont Drive
Address Line 2: Attn: Annie Chen
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	AptalisPharmaUS-AGN Sales
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NAME OF SUBMITTER:	Annie Chen
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SIGNATURE:	/annie chen/
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DATE SIGNED:	11/21/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT, dated as of January 1, 2018 (such date, the "Effective Date"), and such agreement, this "Trademark Assignment"), is entered into by and between Aptalis Pharma US, Inc., a Delaware Corporation, located at 5 Giralda Farms, Madison, New Jersey 07940 ("Assignor") and Allergan Sales, LLC, a Delaware Limited Liability Company, located at 5 Giralda Farms, Madison, New Jersey 07940 ("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, pursuant to that certain Master Transaction Agreement, dated December 31, 2017, by and among Assignor, Assignee and certain other parties (the "Master Transaction Agreement") as well as that certain Assignment Agreement, dated January 1, 2018, by and between Assignor and Assignee (the "Assignment Agreement"), Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's 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 contained herein and in the Master Transaction Agreement and the Assignment Agreement, and for 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. Pursuant to and subject to the terms and conditions contained herein and in the Master Transaction Agreement and the Assignment Agreement, effective immediately 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 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 and (f) 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. Further Assurances. As may be necessary and without further consideration, 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 Trademark Assignment and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the assignments contemplated hereby. Assignor hereby 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 assignments contemplated in this Trademark Assignment. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive any dissolution of Assignor.

3. 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 or registration of this Trademark Assignment or any other document evidencing the assignment to Assignee of the Assigned Marks. 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.

4. Governing Law. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

5. Amendment; Waiver. This Trademark Assignment may be amended only by the mutual written consent of the parties hereto. The failure of either party hereto to enforce any terms or provisions of this Trademark Assignment shall not waive any rights of such party under such terms or provisions.

6. Entire Agreement. This Trademark Assignment, together with the Master Transaction Agreement and the Assignment Agreement, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter. To the extent of any conflict between this Trademark Assignment and the Assignment Agreement with respect to the Assigned Marks, the Assignment Agreement will govern. To the extent of any conflict between this Trademark Assignment and the Master Transaction Agreement with respect to the Assigned Marks, the Master Transaction Agreement will govern.

7. Successors; No Third Party Rights. This Trademark Assignment and all of the terms and provisions herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Trademark Assignment does not create any rights, claims or benefits inuring to any person or entity that is not a party hereto, and it does not create or establish any third party beneficiary hereto.

8. Severability. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid, but if any provision of this Trademark Assignment is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Trademark Assignment.

9. Section Headings. The section headings contained in this Trademark Assignment and the schedules hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

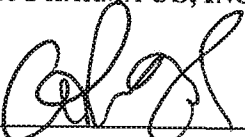
10. Construction. Whenever used in this Trademark Assignment, the term “including” means “including, without limitation,” and the term “or” is used in the inclusive sense of “and/or”.

11. Counterparts. 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.

[Remainder of this page intentionally left blank]

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

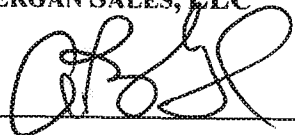
APTALIS PHARMA US, INC.

By:  _____

Name: A. Robert D. Bailey

Title: President

ALLERGAN SALES, LLC

By:  _____

Name: A. Robert D. Bailey

Title: President

Schedule A

LIST OF ASSIGNED MARKS

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
United States	ENCAPSULATED DOT DESIGN	77910147	1/12/2010	4340353	5/28/2013
United States	FLUTTER	74137971	2/11/1991	1720066	9/29/1992
United States	FLUTTER VRP1 3D	76429234	7/9/2002	2766490	9/23/2003
United States	FLUTTER VRP1 3D Design	74734866	9/27/1995	2048432	3/25/1997
United States	RECTIV	85330038	5/25/2011	4203271	9/4/2012
United States	SCANDICAL	75456504	3/25/1998	2214800	12/29/1998
United States	SCANDISHAKE	74247195	2/19/1992	1794089	9/21/1993
United States	SCANDISHAKE	76292132	7/30/2001	2532206	1/22/2002
United States	ULTRESA	77898302	12/21/2009	4289339	2/12/2013
United States	ULTRESA (& DESIGN)	77914922	1/19/2010	4292653	2/19/2013
United States	URSO	74264521	4/10/1992	1976987	5/28/1996
United States	URSO 250	76242737	4/18/2001	2735321	7/8/2003
United States	URSO FORTE	78461748	8/4/2004	3110312	6/27/2006
United States	VIOKACE	77896647	12/18/2009	4533794	5/20/2014
United States	VIOKASE	71574797	3/2/1949	0545868	7/31/1951