FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERC
Patent and Trademark Offic

To the Honorable Commissioner of P

tached original documents or copy thereof.

1. Name of conveying party(ies):

WARNER CHILCOTT, INC.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- XX Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address: TWO TOWER CENTER BLVD.

Street Address:

City: EAST BRUNSWICK State: NJ ZIP: 08816

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- XX Other NATIONAL BANK

If assignee is not domiciled in the United States, a domestic represetative designa is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- XX Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: MARCH 30, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A attached to the Trademark Collateral Assignment and Security Agreement

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STUART A. HOBERMAN

Internal Address: WILENTZ, GOLDMAN & SPITZER

Street Address: 90 WOODBRIDGE CENTER DRIVE

City: WOODBIDGE State: NJ ZIP: 07095

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....$ 215

Previously forwarded

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

Fee is OK

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true co the original document.

WILENTZ, GOLDMAN & SPITZER

BY: STUART A. HOBERMAN — Name of Person Signing

Signature

1/14/99 — Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

SCHEDULE A

WARNER CHILCOTT INC.

MARK	REGISTRATION NUMBER	DATE FILED
BETA-EST	75/096096	April 29, 1996
LOCHOLEST	74/529240	May 25, 1994
NATAFORT	75/264381	March 10, 1994
NITROPRN	75/264382	March 10, 1997
NELOVA	1,525,202	February 21,1989
TREXATE	75/402801	December 10, 1997
VECTRIN	2,096,055	September 9, 1997
ZANTREX	75/402841	December 10, 1997

911990 (093193.062)

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

WARNER CHILCOTT, INC.

TO

PNC BANK, NATIONAL ASSOCIATION
As Agent

Dated: March 30, 1998

Record and Return to:

Stuart A. Hoberman, Esq.
Wilentz, Goldman & Spitzer
90 Woodbridge Center Drive
P.O. Box 10
Woodbridge, NJ 07095

899902 (093193.062)

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is made on the 30th day of March, 1998 between WARNER CHILCOTT, INC., a Delaware corporation having its principal office at Rockaway 80 Corporate Center, 100 Enterprise Drive, Suite 280, Rockaway, New Jersey 07866 ("Assignor"), and PNC BANK, NATIONAL ASSOCIATION, having an office at Two Tower Center, East Brunswick, New Jersey 08816, as Agent for the Lenders under the Loan Agreement (as such terms are hereinafter defined).

BACKGROUND. Assignor has executed and delivered its Revolving Credit Notes (the "Notes") to the Lenders in the aggregate principal amount of up to $30,000,000, pursuant to the terms of a certain Revolving Credit and Security Agreement dated of even date herewith by and between the Assignor (also known as the "Borrower"), PNC Bank, National Association and one or more financial institutions named therein or which hereafter become a party thereto (together with PNC Bank, National Association, collectively, the "Lenders") and PNC Bank, National Association as Agent for the Lenders (PNC Bank, National Association, in such capacity, the "Agent") (as such may be amended from time to time, the "Loan Agreement"). In order to induce the Lenders to execute and deliver the Loan Agreement, Assignor has agreed to collaterally assign to the Lenders certain trademark rights. This Agreement is being executed contemporaneously with the Loan Agreement under which the Lenders are being granted a lien on and security interest in accounts receivable, inventory, equipment and certain other assets ("Other Assets") relating to products sold under the Trademarks (as such term is defined in paragraph 1) whereby the Lenders shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default (as such terms are defined in the Loan Agreement), in order that the Lenders or any subsequent owner of the Trademarks may continue to use the Trademarks in substantially the same manner as used by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Lenders as follows:

1. To secure the complete and timely satisfaction of all Obligations (as such term is defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to the Lenders the Assignor's entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that to the best of its knowledge (actual or constructive):

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor

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not to sue third persons, other than the assignment to the Lenders pursuant to this Agreement;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks; and

(h) Assignor (along with its predecessors in interest) does not own any other Trademarks and/or patents, trade names, service marks or other intangible assets which are registered with the United States Patent and Trademark Office in Washington, D.C.

3. Assignor hereby grants to the Lenders and its employees and agents upon reasonable notice the right to visit Assignor's facilities which maintain or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by the Lenders to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without the Lenders' prior written consent, such consent not to be unreasonably withheld.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or trademark applications the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give the Lenders prompt written notice thereof.

6. Assignor authorizes the Lenders to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5.

7. Unless and until there shall have occurred an Event of Default, the Lenders hereby grant to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of the Lenders which consent shall not be unreasonably withheld.

8. If any Event of Default shall have occurred, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and the Lenders shall have, in addition to all other rights and remedies given to them by this Agreement and the Loan Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lenders may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon in a commercially reasonable manner, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be

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paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) Business Days (as such term is defined in the Loan Agreement) before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the holder of any of the Notes or the Lenders may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and the Lenders shall execute and deliver to Assignor at Assignor's expense all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Lenders pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by the Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or in the enforcement by the Lenders of any of its rights or remedies under this Agreement, the Loan Agreement or any Other Document (as such term is defined in the Loan Agreement) shall be borne and paid by Assignor on demand by the Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate (as such term is defined in the Loan Agreement).

11. Assignor shall have the duty, through counsel reasonably acceptable to the Lenders, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lenders, which consent shall not be unreasonably withheld.

12. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Lenders may, if necessary, be joined as a nominal party to such suit if Lenders shall have been satisfied that they are not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lenders for all damages, costs and expenses, including attorney fees, incurred by Lenders in the fulfillment of the provisions of this paragraph 12. The obligations of the Assignor under this paragraph 12 shall survive the termination of this Agreement.

13. In the event of the occurrence of a Default or an Event of Default, Assignor hereby authorizes and empowers the Lenders to make, constitute and appoint any officer or agent of the Lenders as the Lenders may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for the Lenders to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

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14. If Assignor fails to comply with any of its obligations hereunder, the Lenders may do so in Assignor's name or in the Lenders' name, but at Assignor's expense, and Assignor hereby agrees to reimburse the Lenders in full for all expenses, including reasonable attorney's fees, incurred by the Lenders in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law shall be cumulative and may be exercised singly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

21. THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF.

THE ASSIGNOR AND THE LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF THE LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.

22. This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Assignor and the Lenders and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

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WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

PAUL S. HERENDEEN
Executive Vice President/Secretary
[SEAL]

WARNER CHILCOTT, INC.

BY: _____
ROGER M. BOISSONNEAULT, President

PNC BANK, NATIONAL ASSOCIATION
As Agent

BY: _____
DAVID L. RAPHAELS, Vice President

STATE OF NEW JERSEY:
: SS.
COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on this 30th day of March, 1998 before me the subscriber, a Notary Public of New Jersey, personally appeared **Paul S. Herendeen** who, I am satisfied, is the person who signed the within instrument as Executive Vice President/Secretary of **WARNER CHILCOTT, INC.**, the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with the corporate seal and delivered by him as such officer is the voluntary act and deed of the corporation.

NOTARY PUBLIC OF NEW JERSEY

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002

STATE OF NEW JERSEY:
: SS.
COUNTY OF MIDDLESEX:

BE IT REMEMBERED that on this 30th day of March, 1998 before me the subscriber, a Notary Public of New Jersey, personally appeared **David L. Raphaels** who, I am satisfied, is the person who signed the within instrument as Vice President of **PNC BANK, NATIONAL ASSOCIATION**, the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with the corporate seal and delivered by him as such officer is the voluntary act and deed of the corporation.

NOTARY PUBLIC OF NEW JERSEY

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002

RECORDED: 04/07/1998

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