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07-07-2004

Our Ref.: 551-192

Mail Stop Assignment Recordation Section
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450



102785034

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Aventis Holdings Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: Delaware
 Other: _____

2. Name and address of receiving party(ies):
Name: Axcan Pharma Finance Iceland, Ltd./
Axcan Pharma Finance Islandi ehf, Kopavogur
Internal Address: _____
Street Address: Hamraborg 12

City: 200 Kopavogur
State/Country: ICELAND
Zip: _____
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-Cty Iceland
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: November 18, 2003

Designations must be a separate document from Assignment)
Additional name/s & address/es attached Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)
(1) _____
(2) _____
(3) _____

B. Trademark Registration No.(s)
(1) 1155249
(2) 1572831
(3) _____

Additional numbers attached? Yes No

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

Name: Frank P. Presta
Internal Address: _____

Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
City Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

DO NOT USE THIS SPACE

9. Statements and signature.

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

Frank P. Presta *Frank P. Presta* July 1, 2004
Name of Person Signing Signature Date

07/06/2004 LMUELLER 00000134 1155249

01 FC:8521
02 FC:8521 P:143

40.00 OP
25.00 OP

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

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on November 18, 2003, by Aventis Holdings Inc. ("Assignor"), in favor of Axcan Pharma Finance Iceland, Ltd. / Axcan Pharma Finance Íslandi ehf kopavogur ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, identified in Schedule A and all common law rights in the same, together with the goodwill of the business symbolized by the trademarks (collectively, the "Marks");

WHEREAS, Assignee is desirous of acquiring all rights to the Marks and the registrations for the same;

NOW, THEREFORE, for good and valuable consideration referred to in a separate Product Acquisition Agreement dated October 8, 2003 (the "Product Acquisition Agreement"), Assignor sells, assigns, transfers and sets over to Assignee, the entire right, title, interest in and to the Marks together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, its successors, assignees and any other legal representatives. Assignee shall proceed with the recordal of the assignment of the Marks at the United States Patent and Trademark Office and any expenses incurred in connection with the recordal of this assignment shall be borne by the Assignee.

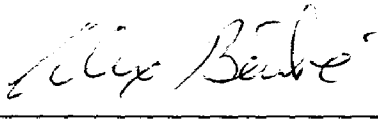
The Assignor hereby undertakes to give its reasonable assistance to the Assignee as to such recordal of the present assignment of the Marks.

This Agreement is linked to a separate Product Acquisition Agreement so that if for any reason the Product Acquisition Agreement was to be declared void or null, the present Agreement would be automatically declared void or null.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

**AXCAN PHARMA FINANCE ICELAND LTD/
Axcán Pharma Finance Íslandi ehf, Kopavogur**

By: 

Name: Alex Bérubé

Title: Director

SIGNATURE PAGE TO US CARAFATE® AND LOGO TRADEMARK ASSIGNMENT

**TRADEMARK
REEL: 003003 FRAME: 0501**

SCHEDULE A

MARKS

- U.S. Trademark Registration No. 1,155,249 for CARAFATE.
- U.S. Trademark Registration No. 1,572,831 for CARAFATE TABLET (LOGO).

0116-3

IN THE UNITED STATES PATENT AND TRADEMARKS OFFICE

ASSIGNEE : AXCAN PHARMA FINANCE ICELAND, LTD./
AXCAN PHARMA FINANCE ISLANDI EHF KOPAVOGUR
REGISTRATION NO. : 1155249
REGISTRATION DATE : MAY 26, 1981
TRADEMARK : CARAFATE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Honorable Commissioner of Patents & Trademarks
BOX ASSIGNMENT
Washington - D.C. 20231

Dear Sir:

NIXON & VANDERHYE, P.C., whose postal address is 1100 North Glebe Road, 8th Floor, Arlington, Virginia 22201-4714, United States of America, is hereby designated Assignee's representative upon whom notices or process in proceedings affecting this mark may be served.

POWER OF ATTORNEY

Assignee hereby appoints Mr. Frank P. Presta of the law offices of NIXON & VANDERHYE, P.C., having its offices at 1100 North Glebe Road, 8th Floor, Arlington, Virginia 22201-4714, United States of America, as its attorneys to prosecute or maintain this registration, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith.

AXCAN PHARMA FINANCE ICELAND, LTD./
AXCAN PHARMA FINANCE ISLANDI EHF KOPAVOGUR

Per: APRIL 19, 2004

Bernhard A. Peterien
Name: BERNHARD A. PETERIEN
Title: DIRECTOR