

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roche Palo Alto LLC		05/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Allergan, Inc.		
Street Address:	2525 Dupont Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1574303	ACULAR	
Registration Number:	2917824	ACULAR LS	
CORRESPONDENCE DATA			
Fax Number:	(650)952-9881		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-225-7467		
Email:	kan@gene.com		
Correspondent Name:	Timothy R. Schwartz		
Address Line 1:	1 DNA Way		
Address Line 4:	South San Francisco, CALIFORNIA 94080		
NAME OF SUBMITTER:	TIMOTHY R. SCHWARTZ		
Signature:	/TIMOTHY R. SCHWARTZ/		
Date:	03/09/2010		

CH \$65.00 1574303

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment is entered into as of May 5, 2009 ("Effective Date"), by and between Roche Palo Alto LLC ("Roche"), a Delaware limited liability company, formerly Syntex (U.S.A.) Inc., a Delaware corporation ("Syntex"), with an address of 3431 Hillview Avenue, Palo Alto, California 94304 ("Assignor"), and Allergan, Inc., a Delaware corporation, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademarks ACULAR and ACULAR LS and the associated United States trademark registrations as set forth below (the "U.S. Marks") for the respective goods described below (collectively, the "Goods"):

Mark	Registration No.	Registration Date	Services
ACULAR	1574303	January 2, 1990	Pharmaceutical preparations for ophthalmic use, namely prostaglandin inhibitors
ACULAR LS	2917824	January 11, 2005	Pharmaceutical preparations for ophthalmic use, namely prostaglandin inhibitor for use in the reduction of ocular pain, burning, and/or stinging following ophthalmic surgery

WHEREAS, pursuant to that certain Amendment No. 6 To Manufacturing and Distribution Agreement dated November 11, 2009 and made effective as of May 5, 2009 (the "Amended Agreement") by and between Assignor and Assignee, among others, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the U.S. Marks, together with all goodwill associated therewith.

NOW THEREFORE, pursuant to the Amended Agreement and in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the U.S. Marks, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto.

Assignor further agrees that it shall as of the Effective Date hereof and from time to time thereafter, at the written request of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the written request of Assignee, such documents as may

reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the U.S. Marks or for the performance by Assignor of any of its obligations hereunder. Upon written request of Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the U.S. Marks.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the U.S. Marks that may have accrued in Assignor's favor from the respective date of first use of any of the U.S. Marks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed, on behalf of the Assignor.

Roche Palo Alto LLC (formerly
Syntex (U.S.A.) Inc.)

By: 

Name: David R. Austin
President and
Title: Chief Financial Officer