

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
Esprit Pharma, Inc.		10/03/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Pharmaceuticals, Inc.		
Street Address:	240 Gravel Hill Road		
City:	Monroe		
State/Country:	NEW JERSEY		
Postal Code:	08831		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0959686	UROLENE BLUE	
CORRESPONDENCE DATA			
Fax Number:	(954)522-9123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9545222200		
Email:	stacy.schwartz@brinkleymorgan.com		
Correspondent Name:	Stacy M. Schwartz		
Address Line 1:	200 East Las Olas Blvd		
Address Line 2:	Suite 1900		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	11461/03153		
NAME OF SUBMITTER:	Stacy M. Schwartz		
Signature:	/Stacy M. Schwartz/		
Date:	01/31/2011		

CH \$40.00 0959686

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into this 3 day of October 2007 by and between STAR PHARMACEUTICALS, INC., a Delaware corporation ("Purchaser"), and ESPRIT PHARMA, INC., a Delaware corporation ("Seller").

WHEREAS Allergan, Inc., a Delaware corporation ("Allergan"), Esmeralde Acquisition, Inc., a Delaware corporation wholly-owned by Allergan ("Esmeralde"), Esprit Pharma Holding Company, Inc., a Delaware corporation and the Parent company of Seller ("EPHCI"), and Andrew J. Einhorn, solely in his capacity as escrow participants' representative, have entered into the Agreement and Plan of Merger dated as of September 18, 2007, pursuant to which Esmeralde will merge with and into EPHCI and EPHCI will become a wholly-owned subsidiary of Allergan (the "Merger"); and

WHEREAS in connection with the preparations for the closing of the Merger, Seller desires to convey, transfer and assign all of its right, title and interest in the assets set forth in Schedule I attached to this Agreement (the "Transferred Assets") and Purchaser desires to accept the Transferred Assets including all liabilities and obligations related to the Transferred Assets;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser all of Seller's right, title and interest in, to and under the Transferred Assets to have and to hold the same unto Purchaser, its successors and assigns, forever.
2. Assumption. Purchaser accepts the Transferred Assets and hereby undertakes and agrees to assume and to pay, perform and discharge when due any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, or determined or determinable, including those arising under any law, action or governmental order and those arising under any contract, agreement, arrangement, commitment or undertaking, or otherwise, arising out of matters to the ownership, development, marketing, sale, distribution or use of the Transferred Assets, whether existing, arising or accruing before, on or after the date hereof, herein referred to as (the "Assumed Liabilities").
3. Indemnification
 - (a) Indemnification of Seller. Purchaser shall, and hereby agrees to indemnify, defend and hold harmless Seller from, against and in respect of, and to pay Seller the amount of,

any and all damages suffered or incurred by Seller or to which Seller may otherwise become directly or indirectly subject (regardless of whether or not such damages relate to any Third Party Claim (as defined below)), and that arise from or as a result of, or are directly or indirectly connected with any of the Assumed Liabilities, whether before, on or after the date hereof.

(b) **Third Party Claims.** If Seller shall receive notice of any action (each, a "**Third Party Claim**") which may give rise to a claim for damages under this Section 3, Seller will, promptly after receipt of notice of any such action, audit, demand or assessment, notify Purchaser of the commencement thereof. The failure to so notify Purchaser of the commencement of any such action will not relieve Purchaser from liability in connection therewith, except to the extent that such failure materially and adversely affects the ability of Purchaser to defend its interests in such action. Seller shall have the right in its sole discretion to assume and control the defense or settlement of such action; provided that Purchaser and its counsel (at such party's sole expense) may participate in (but not control the conduct of) the defense of such action, provided that, except with the reasonable consent of Purchaser no settlement of any such action with third party claimants shall be conclusively determinative of the amount of damages relating to such matter. In the event that Purchaser has consented to any such settlement, Purchaser shall have no power or authority to object under any provision of this Section 3 to the amount against Purchaser, with respect to such settlement. In the event Seller is, directly or indirectly, conducting the defense against any such Third Party Claim, Purchaser shall cooperate with Seller in such defense and make available to Seller, at Purchasers' expense, all such witnesses, records, materials and information in Purchasers' possession or control relating thereto as is reasonably required by Seller.

4. **Authority Relative to Agreement.** Seller and Purchaser each represents and warrants as to itself that: (i) they have all necessary power and authority to execute and deliver this Agreement and to perform their obligations hereunder, (ii) this Agreement has been duly and validly executed and delivered, and (iii) assuming the due authorization, execution and delivery to this Agreement constitutes legal, valid and binding obligations, enforceable against the other party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally and by general equity principles.

5. **No Representations.** Except as set forth in Section 4 of this Agreement, it is the explicit intent of Seller and Purchaser that Seller is not making any representation or warranty whatsoever, express or implied, at law or in equity, whether under contract, tort or other applicable law, in respect of Seller or any of the Transferred Assets. Purchaser acknowledges that the transfer of Transferred Assets from Seller to Purchaser hereunder is made "AS IS WHERE IS", with no warranty whatsoever, whether express or implied, and Purchaser expressly waives all other warranties as to the Transferred Assets, including those pertaining to merchantability or fitness for a particular purpose, as well as any warranty against apparent or latent defects of any type.

6. **Further Assurances.** At any time or from time to time after the date hereof, at Purchaser's request and at Purchaser's cost and expense, Seller shall execute and deliver to Purchaser such

other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Transferred Assets, and, to the full extent permitted by any applicable law to put Purchaser in actual possession and operating control of the Transferred Assets and to assist Purchaser in exercising all rights with respect thereto.

7. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the assignment and assumption contemplated hereunder is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the assignment and assumption contemplated hereunder are fulfilled to the greatest extent possible.

8. **Entire Agreement.** This Agreement and Schedule is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by all the parties hereto, have been expressed herein or in such Schedule or such other agreements and this Agreement, including the Schedule and such other agreements, supersede any prior understandings, negotiations, agreements or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof or thereof. Neither this Agreement nor any of the terms or provisions hereof are binding upon or enforceable against any party hereto unless and until the same is executed and delivered by all of the parties hereto.

9. **Assignment.** All provisions set forth in this Agreement and made by or on behalf of any of the parties hereto shall bind and inure to the benefit of the successors, heirs and permitted assigns of such party, whether or not so expressed. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Purchaser without the prior written consent of Seller, or assigned by Seller without the prior written consent of Purchaser provided, that Seller may, without obtaining the prior written consent of Purchaser, assign any of its rights, or delegate any of its obligations under this Agreement to any affiliate so long as Seller also remains obligated for the performance of its obligations under this Agreement.

10. **Amendment.** This Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the affected Parties.

11. **Waiver.** Each party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other parties, (b) waive any inaccuracies in the representations and warranties given by each party contained herein or in any document delivered by the other party pursuant hereto or (c) waive compliance with any of the agreements of the other parties or conditions to such parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party

to be bound thereby. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

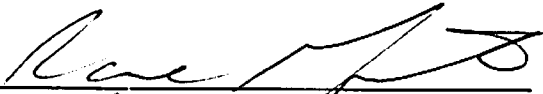
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

13. **Representation by Counsel.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement in connection with the assignment and assumption contemplated hereunder, with the opportunity to seek advice as to their legal rights from such counsel. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the parties hereto and no presumption or burden of proof is to arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

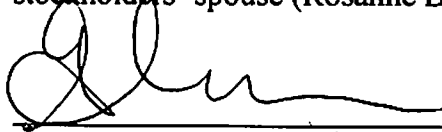
IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement on the day and year first above written.

STAR PHARMACEUTICALS, INC.

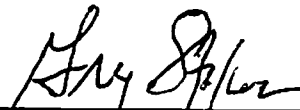
By: 
Name: *Rosanne Branciforte*
Title: *Member*

GENE BRANCIFORTE

in the capacity as Star Pharmaceuticals, Inc.'s sole stockholders' spouse (Rosanne Branciforte)


Gene Branciforte

ESPRIT PHARMA, INC.

By: 
Name: *Greg Stokes*
Title: *C.O.O*

Schedule I

The Transferred Assets are set forth below:

1. Urolene Blue (methylene blue)
2. Aphrodyne (yohimbine)
3. Uro KP Neutral (Grandfathered product)
4. Virilon (methyl testosterone)
5. Injectable testosterone
6. Star Otic - Protective drying ear solution.
7. Virilon (Methyltestosterone)