

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
UCB Manufacturing, Inc.		12/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Actient Pharmaceuticals LLC
Street Address:	150 S. Saunders Road
Internal Address:	Suite 120
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2177234	EDEX
Registration Number:	1151441	DILATRATE
Registration Number:	1392091	LEVATOL

CORRESPONDENCE DATA	
Fax Number:	3128622200
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-862-2000
Email:	dgasiorowski@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	300 North LaSalle Street
Address Line 2:	c/o Donna Gasiorowski
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11470-4 DRG
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NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	12/19/2012
Total Attachments: 5 source=12-7-2012 Assignment from UCB Manufacturing, Inc. to Actient Pharmaceuticals LLC#page1.tif source=12-7-2012 Assignment from UCB Manufacturing, Inc. to Actient Pharmaceuticals LLC#page2.tif source=12-7-2012 Assignment from UCB Manufacturing, Inc. to Actient Pharmaceuticals LLC#page3.tif source=12-7-2012 Assignment from UCB Manufacturing, Inc. to Actient Pharmaceuticals LLC#page4.tif source=12-7-2012 Assignment from UCB Manufacturing, Inc. to Actient Pharmaceuticals LLC#page5.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Assignment") dated as of December 7, 2012 (the "Effective Date") is made by UCB Manufacturing, Inc. (as successor in interest to SRZ Properties, Inc.), a Delaware corporation ("Assignor"), to Actient Pharmaceuticals LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, and all registrations and applications therefor pending or subsisting in the United States of America and its territories and possessions (the "Territory"), specified in Schedule A attached (the "Trademarks");

WHEREAS, pursuant to the License and Asset Purchase Agreement, dated as of June 30, 2010 by and between UCB, Inc. and Assignee, Assignee is acquiring the entire business to which use of the Trademarks in the Territory pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks in the Territory; and

WHEREAS, Assignor is has agreed to assign to Assignee all rights, title and interest in and to the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademarks in the Territory, together with (i) Assignor's registrations of the Trademarks in the Territory and (ii) the goodwill of the business symbolized by and associated with the Trademarks and such registrations in the Territory. This assignment includes an assignment of all rights to (A) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademarks in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademarks or such registrations in the Territory, (B) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademarks and (C) to collect any income, royalties and payments arising after the Option Closing Date by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor hereby requests the Commissioner of Patents and Trademarks for the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.

3. Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks in the Territory, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute

this Assignment and to assign to Assignee the rights so assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

4. Miscellaneous.

a. Assignor further covenants that it will provide, execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further information, documents, papers, forms, and authorizations, and will take all other actions that may be reasonably necessary to effectuate the rights granted to Assignee herein, including with respect to securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

UCB MANUFACTURING, INC.

By: T. J. Lamb

Title: Treasurer

Date: 12/6/12

By: Will [Signature]

Title: V.P. & Secretary

Date: 12/6/12

COMMONWEALTH OR STATE OF GEORGIA

COUNTY OF DEKALB) ss.
)

On this the 6TH day of DECEMBER, 2012 before me appeared T. RAVINDRAN, and W. LINK the persons who signed this instrument, who acknowledged, respectively, that he is the TREASURER of Assignor and that he is the VP & SECRETARY of Assignor, and that each being duly authorized he signed such instrument as a free act on behalf of said corporation.

[Seal]



Shawn Tareace Dorch
Notary Public

My commission expires: 12 JULY 2013

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>U.S. Registration No</u>	<u>Registration Date</u>	<u>Recorded Owner</u>
EDEX	2177234	7/28/98	UCB Manufacturing, Inc.
DILATRATE	1151441	4/21/81	UCB Manufacturing, Inc.
LEVATOL	1392091	5/6/86	UCB Manufacturing, Inc.

Trademark Assignment