

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent		02/28/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PENWEST PHARMACEUTICALS CO.
Street Address:	1400 Atwater Drive
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	74137028	TIMERX
Serial Number:	75839223	PROSOLV
Serial Number:	76173288	
Serial Number:	76223850	TIMERX
Serial Number:	76230055	PENWEST
Serial Number:	76490787	GEMINEX
Serial Number:	77267499	GASTRODOSE
Serial Number:	77278904	GASTRODOSE
Serial Number:	78582547	SYNCRODOSE

CORRESPONDENCE DATA

Fax Number: 2123548113
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

OP \$240.00 74137028

Phone: 212-819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Fatima Carrillo/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2430
NAME OF SUBMITTER:	Fatima Carrillo
Signature:	/Fatima Carrillo/
Date:	03/03/2014

Total Attachments: 3

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source=F-Endo_2014 Executed copy of Release of SI - Trademarks (Penwest Pharmaceuticals)#page3.tif

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST is made effective as of February 28, 2014, by and from MORGAN STANLEY SENIOR FUNDING, INC., for itself and as Administrative Agent for the Secured Parties (the "Administrative Agent") to PENWEST PHARMACEUTICALS CO., a Washington corporation (the "Grantor") as follows:

WHEREAS, on June 17, 2011, Endo Pharmaceuticals Holdings Inc. (the "Borrower"), the Grantor, certain Subsidiaries of the Borrower and the Administrative Agent entered into a Pledge and Security Agreement (the "Security Agreement") and the Grantor and Administrative Agent entered into a Confirmatory Grant of Security Interest in United States Trademarks (the "Confirmatory Grant");

WHEREAS, pursuant to the Security Agreement and the Confirmatory Grant, the Grantor granted to the Administrative Agent on behalf of the Secured Parties, among other collateral, a continuing security interest in all of (1) the Grantor's right, title and interest, its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the United States Trademarks listed on the attached Schedule A (the "Marks"), then owned or from time to time after the date thereof owned or acquired by the Grantor and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

WHEREAS, the Confirmatory Grant was recorded in the United States Patent & Trademark Office on July 7, 2011 at reel/frame 004577/0178; and

WHEREAS, the Administrative Agent wishes to release its security interest in the all of the foregoing.

NOW THEREFORE, the Administrative Agent hereby releases any security interest it may have in Grantor's trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the Marks, now owned or from time to time after the date hereof owned or acquired by the Grantor and the goodwill of the business symbolized by the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (5) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing .and retransfers and reassigns any and all right, title and interest it may have in any of the foregoing without recourse to Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

MORGAN STANLEY SENIOR FUNDING,
INC.

By: 

Name: Stephen B. King

Title: Vice President

Schedule A
Security Interests in Trademarks recorded at
Reel 004577 Frame 0178

1	Serial # : <u>74137028</u> Mark: TIMERX	Filing Dt: 02/07/1991	Reg # : <u>1920597</u>	Reg. Dt: 09/19/1995
2	Serial # : <u>75839223</u> Mark: PROSOLV	Filing Dt: 11/03/1999	Reg # : <u>2505862</u>	Reg. Dt: 11/13/2001
3	Serial # : <u>76173288</u> Mark:	Filing Dt: 11/30/2000	Reg # : <u>2546727</u>	Reg. Dt: 03/12/2002
4	Serial # : <u>76223850</u> Mark: TIMERX	Filing Dt: 03/13/2001	Reg # : <u>2512618</u>	Reg. Dt: 11/27/2001
5	Serial # : <u>76230055</u> Mark: PENWEST	Filing Dt: 03/22/2001	Reg # : <u>2512674</u>	Reg. Dt: 11/27/2001
6	Serial # : <u>76490787</u> Mark: GEMINEX	Filing Dt: 02/12/2003	Reg # : <u>2797361</u>	Reg. Dt: 12/23/2003
7	Serial # : <u>77267499</u> Mark: GASTRODOSE	Filing Dt: 08/29/2007	Reg # : <u>3870829</u>	Reg. Dt: 11/02/2010
8	Serial # : <u>77278904</u> Mark: GASTRODOSE	Filing Dt: 09/13/2007	Reg # : <u>3850437</u>	Reg. Dt: 09/21/2010
9	Serial # : <u>78582547</u> Mark: SYNCRODOSE	Filing Dt: 03/08/2005	Reg # : <u>3059117</u>	Reg. Dt: 02/14/2006