

Form-PTO-1595
1-31-92TRANSMITTAL OF DOCUMENT FOR RECORDATION
PATENTS ONLY

Atty. Docket: 02911.000000

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GALEN (CHEMICALS) LIMITED

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

2. Name and address of receiving party(ies):

Name: WARNER CHILCOTT COMPANY, INC.Foreign Address: Union Street Km 1.1Fajardo, Puerto Rico 00738

Domestic Address: _____

City: _____ State _____ ZIP _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: August 1, 2004

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

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

A. Patent Application Number: 10/833,997Filing Date: 04/29/04

B. Title of Invention:

Oral Pharmaceutical Products Containing 17 Beta-Estradiol-3-Lower Alkanoate, Method of Administering the Same and Process of Preparation

Additional numbers attached?

☒ Yes☐ No

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

Name: Fitzpatrick, Cella, Harper & Scinto30 Rockefeller PlazaNew York, New York 10112-3800Telephone No.: (212) 218-2100Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

FOURTEEN

7. Total fee (37 CFR 3.41): \$ 560.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess)

06-1205

(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a true copy of the original document.*Raymond R. Mandra, Reg. 34,382

Name of Person Signing

Ray R. Mandra

Signature

May 24, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 21

CH \$560.00 061205 10833997

ATTACHMENT TO FORM PTO-1595

ATTY. DOCKET: 02911.000000

PATENT APPLN. NO.	FILING DATE	TITLE OF INVENTION
10/023,748	12/21/01	Oral Pharmaceutical Products Containing 17 Beta-Estradiol-3-Lower Alkanoate, Method of Administering the Same and Process of Preparation
60/490,136	7/25/03	Doxycycline metal complex in a solid dosage form
60/554,621	3/19/04	Extended cycle multiphasic oral contraceptive method
60/520,182	11/14/03	Graduated estrogen contraceptive
60/536,526	1/15/04	Di-steroidal prodrugs of ethinyl estradiol
60/536,527	1/15/04	Di-steroidal prodrugs of estradiol
10/819,764	4/7/04	Method of intermittent administration of a pharmaceutical for treatment of conditions associated with a females menstrual cycle
09/423,715	1/12/00	Topical compositions
PATENT NO.	ISSUE DATE	TITLE OF INVENTION
4,889,236	12/26/89	Credit Card-style Medication Package
4,962,098	10/9/90	Graduated estrogen contraceptive
5,010,070	4/23/91	Graduated estrogen contraceptive
5,208,225	5/4/93	Compositions containing fixed combinations
5,552,394	09/03/96	Low dose oral contraceptives with less breakthrough bleeding and sustained efficacy

NY_MAIN 502507v1

CONFORMED COPY

PURCHASE AND SALE AGREEMENT

dated as of

July 30, 2004

between

GALEN (CHEMICALS) LIMITED

and

WARNER CHILCOTT COMPANY, INC.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is made and entered into as of July 30, 2004 between Galen (Chemicals) Limited, a private limited company organized under the Laws of the Republic of Ireland ("Galen Chemicals") and Warner Chilcott Company, Inc., a Puerto Rican corporation ("Purchaser").

WITNESSETH:

WHEREAS, Galen Chemicals is the owner of all of the Purchased Assets (as defined below);

WHEREAS, the parties hereto desire that, at the Closing, Galen Chemicals shall sell and transfer to Purchaser, and Purchaser shall purchase and accept from Galen Chemicals, all of the Purchased Assets and assume all of the Assumed Liabilities (as defined below), upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Affiliate(s)" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made.

"Agreement" means this Agreement, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"Allocation" has the meaning set forth in Section 2.7 hereof.

"Assumed Contracts" has the meaning set forth in Section 2.1(b) hereof.

"Assumed Liabilities" has the meaning set forth in Section 2.4 hereof.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by law or executive order to close.

"Cash Equivalents" means cash, checks, money orders, marketable securities, short-term instruments and other cash equivalents, funds in time and demand deposits or

similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority.

"Closing" means the closing of the transactions contemplated by this Agreement.

"Closing Date" has the meaning set forth in Section 6.1(a) hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Credit Agreement" means the Credit Agreement dated March 5, 2003 between Galen Chemicals, Galen Holdings PLC, the Governor and Company of the Bank of Ireland as lead arranger and facility agent, and the other parties listed as signatories thereto.

"Delayed Consents" has the meaning set forth in Section 2.2(a) hereof.

"Femring Patent" means the intravaginal drug delivery devices for the administration of 17 β -oestradiol precursors developed by Galen Chemicals.

"Galen Chemicals Group" has the meaning set forth in Section 4.2.

"Governmental Authority" means any supranational, national, federal, state, commonwealth or local judicial, legislative, executive or regulatory authority.

"Governmental Authorizations" means all licenses, permits, certificates and other authorizations and approvals under the applicable Laws of any Governmental Authority.

"Intellectual Property" means all of the following without limitation and whether registered, issued, pending or in a draft form: all patents, trademarks and trademark rights, service marks and service mark rights, service names and service name rights, brand names, logos, slogans, trade secrets, trade dress, processes, designs, methodologics, technical information and know-how, in each case relating to manufacture, packaging, development, testing, distribution, marketing, use or sale.

"Intercompany Debt" has the meaning set forth in Section 2.4(b).

"Inventory" has the meaning set forth in Section 2.1(c)

"Laws" shall include law, treaty, common law, statute, ordinance, rule, regulation, permit, order, code, injunction, judgment, decree or Governmental Order of any federal, state, commonwealth, foreign, local or other Governmental Authority.

"Liabilities" means any and all debts, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

"Liens" means any lien, security interest, mortgage, charge or similar encumbrance.

"Loss" or "Losses" has the meaning set forth in Section 4.1 hereof.

"Metroning" means the intravaginal drug delivery devices for the administration of an antimicrobial agent being developed by Galen Chemicals.

"Patent" has the meaning set forth in Section 3.4.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

"Product Claim" shall mean a claim from a third party for money or other compensation (beyond the cost of a particular Product) in respect of potential or actual injury or harm allegedly due and owing as a result of the use, application or defect of any of the Products or labeling of any of the Products, in each case irrespective of the legal theory of liability.

"Products" has the meaning set forth in Section 2.1 (a).

"Purchased Assets" has the meaning set forth in Section 2.1 hereof, it being understood that the Purchased Assets do not include the Excluded Assets.

"Purchase Price" has the meaning set forth in Section 2.6 hereof.

"Purchaser" has the meaning set forth in the preamble hereof.

"Retained Liabilities" has the meaning set forth in Section 2.5 hereof.

"Subsidiary" means an entity as to which Galen Chemicals or Purchaser or any other relevant entity, as the case may be, owns directly or indirectly 50% or more of the voting power or other similar interests.

"Tax" or "Taxes" means all taxes, charges, duties, fees, levies or other assessments, including but not limited to, income, excise, property, sales, value added, profits, license, withholding (with respect to compensation or otherwise), payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any Governmental Authority, and including any interest, penalties and additions attributable thereto.

"Tax Return" means any return, report, declaration, information return, statement or other document filed or required to be filed with any Governmental Authority, in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax including any amendment thereto.

"Testing" means the intravaginal-drug delivery devices for the administration of testosterone and testosterone precursors being developed by Galen Chemicals.

"Trademarks" has the meaning set forth in Section 3.4.

"Transaction Agreements" means this Agreement and the agreements, documents and instruments listed on Exhibit A and Exhibit B hereto.

Section 1.2. Other Definitional Provisions. The words "hereof", "herein", "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

The terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

The terms "dollars" and "US\$" means United States dollars.

ARTICLE II

PURCHASE AND SALE

Section 2.1. Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions set forth herein (including Sections 2.2 and 2.3), at the Closing, Galen Chemicals hereby sells, conveys, assigns and transfers to the Purchaser and the Purchaser hereby purchases, acquires and accepts from Galen Chemicals all of Galen Chemicals', right, title and interest in the assets, properties and rights owned or held by Galen Chemicals on the Closing Date, other than the Excluded Assets (as defined in Section 2.3) (collectively, the "Purchased Assets"), including:

- (a) the products set forth on Schedule 2.1(a) (the "Products");
- (b) the contracts set forth on Schedule 2.1(b) (the "Assumed Contracts");
- (c) any inventories of finished Product owned by Galen Chemicals on the Closing Date (the "Inventory");
- (d) any Intellectual Property related to the Products and all valid and binding rights under contract to use such Intellectual Property; and
- (e) all regulatory approvals and applications for regulatory approval for the Products (including the marketing authorizations for the Products) held by Galen Chemicals or its Affiliates (the "Registrations").

Section 2.2. Consents.

- (a) There shall be excluded from the Purchased Assets any contract, agreement, lease, license, commitment or right that is not assignable or transferable without the consent of any Person, other than Galen Chemicals, Purchaser or any of their Subsidiaries; to the extent that such consent shall not have been given prior to the Closing; provided however, that each of Galen Chemicals and Purchaser shall have the continuing obligation after the Closing to use its commercially reasonable efforts

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

GALEN (CHEMICALS) LIMITED

By: /s/ David Kelly
Name: David Kelly
Title: Director

WARNER CHILCOTT COMPANY, INC.

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: President

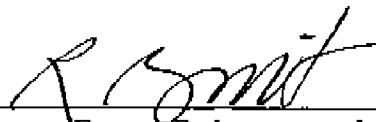
PATENT ASSIGNMENT

WHEREAS, GALEN (CHEMICALS) LIMITED, a corporation organized and existing under the laws of the Republic of Ireland, with an office and place of business at 4 Adelaide Street, Dun Laoghaire, Co. Dublin, is the owner of the Patents (all terms used but not defined herein having the meanings ascribed to them in the Purchase and Sale Agreement dated as of July 30, 2004 between Galen (Chemicals) Limited and Warner Chilcott Company, Inc. (the "Purchase Agreement")), and

WHEREAS, WARNER CHILCOTT COMPANY, INC., a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, with an office and place of business at Union Street Km 1.1, Fajardo, Puerto Rico 00738, pursuant to the Purchase Agreement, is desirous of acquiring all rights, title and interest in and to the Patents, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said GALEN (CHEMICALS) LIMITED hereby assigns to said WARNER CHILCOTT COMPANY, INC. all rights, title and interest in the Patents and the goodwill associated therewith.

GALEN (CHEMICALS) LIMITED



Name: Roger Boissonneault

Title: Director

Date: August 1, 2004

Exhibit 3.4**Patent Schedule****“Topical Compositions”**

Country	Filing No.	Grant No.
Australia	75456/98	734429
Canada	2,289,966	
China	98805020.X	
EPO ¹	98923030.5	981330
Austria	98923030.5	981330
Belgium	98923030.5	981330
Denmark	98923030.5	981330
Germany	98923030.5	698 07 065.8-08
Finland	98923030.5	981330
Greece	98923030.5	981330
France	98923030.5	981330
Ireland	98923030.5	981330
Italy	98923030.5	981330
Luxembourg	98923030.5	981330
Netherlands	98923030.5	981330
Portugal	98923030.5	981330
Spain	98923030.5	981330
Sweden	98923030.5	981330
Switzerland & Liechtenstein	98923030.5	981330
United Kingdom	98923030.5	981330
Israel	132682	
Japan	10-548991	Publication No. 2001-525820
New Zealand	501235	501235
Norway	19995573	
USA	09/423,715	

¹ Designated Austria, Belgium, Cyprus, Switzerland/Liechtenstein, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal and Sweden

“Anhydrous Topical Compositions”

Country	Filing No.	Grant No.
Europe ²	S2002/0226	

² will designate Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Estonia, Hungary, Romania, Slovenia, Slovak Republic, Switzerland/Liechtenstein, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, Sweden and Turkey; extensions are possible to Albania, Lithuania, Latvia and Macedonia

“Oral Pharmaceutical Products Containing 17-Beta-Estadiol-3-lower-alkanoate”

Country	Application No.
USA	10/023,748
USA	10/833,997
Australia	Not Yet Available
Canada	Not Yet Available
China	Not Yet Available
European Patent Application	02794318.2-2123
Israel	160797
Japan	Not Yet Available
Mexico	Not Yet Available
New Zealand	532491
Norway	Not Yet Available

“Method for Preventing and Treating Skin Aging”

Country	Patent/Application No.
USA	10/007,158
Australia	10158/02
Canada	2367186
China	02101867.7
Europe	02250159.7
Hong Kong	03100046.1
Hungary	P0200173
Israel	147558
Japan	2002-7894
Korea	10-2002-2290
Malaysia	PI20020104
New Zealand	516465
New Zealand (Divisional)	526646
Nigeria	18/2002
Philippines	1-2002-00029
Poland	P351737
South Africa	2002/0358
Taiwan	91100467

“Doxycycline Metal Complex in a Solid Dosage Form”

<u>Country</u>	<u>Patent/Application No.</u>
USA	60/490,136

“Extended Cycle Multiphasic OC”

Country	Patent/Application No.
USA	60/554,621

“Graduated Estrogen Contraceptive”

Country	Patent/Application No.
USA	60/520,182

“Di-Steroidal Prodrugs of Ethinyl Estradiol”

<u>Country</u>	<u>Patent/Application No.</u>
USA	60/536,526

“Di-Steroidal Prodrugs of Estradiol”

Country	Patent/Application No.
USA	60/536,527

“Method of Intermittent Administration of a Pharmaceutical for the Treatment of Conditions associated with a Female's Menstrual Cycle”

<u>Country</u>	<u>Patent/Application No.</u>
USA	10/639,891 10/762,263 10/819,764

OC Patents and Patent Applications Acquired from Pfizer

Country	Patent/Application No.
USA	4962098
USA	5010070
USA	5552394
Australia	581486
Austria	EP0226679
Belgium	EP0226679
Brazil	PI1100083-0
Canada	1270763
Europe	EP0226679
France	EP0226679
Great Britain	EP0226679
West Germany	P3583943.0
Hong Kong	852/94
Ireland	58927
Italy	EP0226679
Luxembourg	EP0226679
Mexico	177871
Netherlands	EP0226679
New Zealand	214726
Philippines	27086
Philippines	27050
South Africa	85/9892
Singapore	900/94
Sweden	EP0226679
Switzerland	EP0226679

Certain Patents

- United States/Patent Number 4,889,236/Expiration Date Of February 26, 2008
- United Kingdom/Patent Number 2,216,102/Expiration Date Of January 31, 2009
- Canada/Application Number 591,226/Filed February 16, 1989

FemHRT Patents and Patent Applications Acquired from Pfizer

Country	Patent/Application No.
USA	5208225
Australia	640112
Australia	599082
Austria	EP0235090
Belgium	EP0235090
Europe	EP0235090
France	EP0235090
Great Britain	EP0235090
West Germany	P3787386.5
Greece	3009049
Hong Kong	1827/95
Italy	EP0235090
Japan	2942560
Luxembourg	EP0235090
Malaysia	MY101855/A
Netherlands	EP0235090
South Africa	87/0332
Singapore	9691386-8
Spain	2059403
Sweden	EP0235090
Switzerland	EP0235090

Certain Patents

- United States/Patent Number 4,889,236/Expiration Date Of February 26, 2008
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