

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------------------|----------------|
| Galen (Chemicals) Limited | 11/16/2009 |
| Procter & Gamble Pharmaceuticals SARL | 11/16/2009 |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Credit Suisse, Cayman Islands Branch, as Administrative Agent |
| Street Address: | 11 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |

PROPERTY NUMBERS Total: 7

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 6951654 |
| Patent Number: | 5855906 |
| Patent Number: | 6416780 |
| Patent Number: | 6841161 |
| Patent Number: | 5082651 |
| Application Number: | 10472901 |
| Application Number: | 10564031 |

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

501016291

PATENT
REEL: 023519 FRAME: 0430

CH \$280.00 6951654

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

189813-005

NAME OF SUBMITTER:

Jean Paterson

Total Attachments: 11

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Galen (Chemicals) Limited

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/16/2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Credit Suisse, Cayman Islands Branch, as

Internal Address: Administrative Agent

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? ☒ Yes ☐ No

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

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2640

Email Address: jmurphy@cahill.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

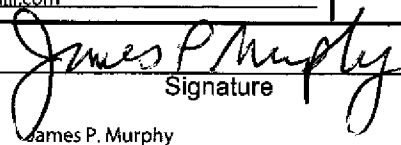
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

11/16/2009

Date

James P. Murphy
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Addendum to Patent Cover Page

1. Name of conveying party(ies)

Procter & Gamble Pharmaceuticals SARL

PATENT SECURITY AGREEMENT

This Patent Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated November 16, 2009 is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, Cayman Islands Branch, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Warner Chilcott Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of October 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with the other Borrowers party thereto, the Lenders party thereto and Credit Suisse, Cayman Islands Branch, as the L/C Issuer, the Swing Line Lender and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Domestic Security Agreement dated as of October 30, 2009 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Patents of the Grantors constituting Material Intellectual Property, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "*Patent Collateral*"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent constituting Material Intellectual Property owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent license constituting Material Intellectual Property to which the Grantor is a party, including, without limitation, each Patent license referred to in Schedule 2 hereto;

(iii) all issuances and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Patent Collateral constituting Material Intellectual Property by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

Section 5. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest

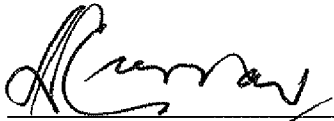
granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRESENT when the common seal of
GALEN (CHEMICALS) LIMITED
was affixed hereto:-



DIRECTOR



~~DIRECTOR/SECRETARY~~

Witness's signature: *Michael Doyle*
Name: *MICHAEL DOYLE*
Address: *Earlsfort Centre, Earlsfort Terrace, Dublin 2*
Occupation: *Trainee solicitor*

[Signature Page to Patent Security Agreement]

(NY) 21409/01 1/FINANCING/SECURITY/Irish.Swiss.Patent.Security.Agreement.doc

PATENT
REEL: 023519 FRAME: 0437

**PROCTER & GAMBLE
PHARMACEUTICALS SARL**

By: 
Name: Roger Boissonneault
Title: Director

[Signature Page to Patent Security Agreement]

Acknowledged:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH (formerly known as Credit Suisse,
Cayman Islands Branch), as Administrative
Agent**

By: 
Name: Karim Blasetti
Title: Vice President

By: 
Name: Ilya Ivashkov
Title: Associate

**Schedule 1
to Patent
Security Agreement**

**GALEN (CHEMICALS) LIMITED
U.S. PATENTS AND DESIGN PATENTS**

| <u>Patent No.</u> | <u>Issue Date</u> | <u>Expiration</u> | <u>Title</u> |
|-------------------|-------------------|-------------------|---|
| 6951654 | 10/04/2005 | 07/11/2023 | INTRAVAGINAL DRUG DELIVERY DEVICES FOR THE ADMINISTRATION OF AN ANTIMICROBIAL AGENT |
| 5855906 | 01/05/1999 | 12/19/2015 | INTRAVAGINAL DRUG DELIVERY DEVICES FOR THE ADMINISTRATION OF 17B-OESTRADIOL PRECURSORS |
| 6416780 | 07/09/2002 | 05/07/2018 | INTRAVAGINAL DRUG DELIVERY DEVICES FOR THE ADMINISTRATION OF TESTOSTERONE |
| 6841161 | 01/11/2005 | 05/14/2018 | TOPICAL COMPOSITIONS |

U.S. PATENT APPLICATIONS

| <u>Application No.</u> | <u>Filing Date</u> | <u>Title</u> |
|------------------------|--------------------|--|
| 10/472901 | 09/25/2003 | INTRAVAGINAL MATRIX DRUG DELIVERY DEVICES |
| 10/564031 | 06/07/2006 | INTRAVAGINAL DRUG DELIVERY DEVICES |

Schedule 1-1

(NY) 21409/011/FINANCING/SECURITY/Irish.Swiss.Patent.Security.Agreement.doc

**PATENT
REEL: 023519 FRAME: 0440**

PROCTER & GAMBLE PHARMACEUTICALS S.A R.L.
U.S. PATENTS AND DESIGN PATENTS

| <u>Patent No.</u> | <u>Issue Date</u> | <u>Expiration</u> | <u>Title</u> |
|-------------------|-------------------|-------------------|--|
| 5082651 | 01/21/1992 | 04/25/2010 | INTRA-RECTAL PHARMACEUTICAL FOAM COMPOSITIONS |

Schedule 1-2

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PATENT
REEL: 023519 FRAME: 0441

**Schedule 2
to Patent
Security Agreement**

PATENT LICENSES

None.

Schedule 2-1

(NY) 21409/011/FINANCING/SECURITY/Irish.Swiss.Patent.Security.Agreement.doc