

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property
CONVEYING PARTY DATA	
Name	Execution Date
Deutsche Bank AG, London Branch	10/31/2012
RECEIVING PARTY DATA	
Name:	ACTAVIS MID ATLANTIC LLC
Street Address:	7125 COLUMBIA GATEWAY DRIVE
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21046
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6656505
CORRESPONDENCE DATA	
Fax Number:	7147558290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-540-1235
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Correspondent Name:	Latham & Watkins LLP
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	031698-0059
NAME OF SUBMITTER:	Anna T Kwan
Total Attachments: 5 source=AMR #385403-v3-Compass_-IP_Release_Actavis_Mid_Atlantic_-Patents_#page1.tif source=AMR #385403-v3-Compass_-IP_Release_Actavis_Mid_Atlantic_-Patents_#page2.tif source=AMR #385403-v3-Compass_-IP_Release_Actavis_Mid_Atlantic_-Patents_#page3.tif source=AMR #385403-v3-Compass_-IP_Release_Actavis_Mid_Atlantic_-Patents_#page4.tif source=AMR #385403-v3-Compass_-IP_Release_Actavis_Mid_Atlantic_-Patents_#page5.tif	

PATENT

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

(Patents and Patent Applications)

WHEREAS, Actavis Mid Atlantic LLC, a Delaware limited liability company (herein referred to as the "Grantor"), owns, or in the case of licenses is a party to, the patents and patent applications listed in Schedule 1 attached hereto (the "Intellectual Property Collateral");

WHEREAS, Nitrogen DS Ltd., a company incorporated under the laws of the British Virgin Islands (the "Parent") and/or certain affiliates have entered into (i) a Senior Facilities Agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement") with, among others, Deutsche Bank AG, London Branch ("Deutsche"), as agent (in such capacity, the "Senior Facilities Agent"), as mandated lead arranger, issuing bank and security agent, and the lenders from time to time party thereto; (ii) a loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Glitnir Facility Agreement") with Glitnir Banki HF, as lender; (iii) a loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Landsbanki Facility Agreement") with Landsbanki, as lender; (iv) a PIK loan agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "PIK Facility Agreement") with Deutsche, as agent and the lenders named therein; and (v) a subordinated loan credit agreement dated 20 July 2010 (as amended, supplemented or otherwise modified from time to time, the "Subordinated Facility Agreement") with, among others, Deutsche; and

WHEREAS, pursuant to (i) an Amended and Restated Security Agreement dated as of November 23, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Deutsch Bank AG, London Branch, as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) an Intellectual Property Security Agreement Supplement dated as of November 23, 2010 (the "IP Security Agreement Supplement" and together with the Security Agreement, the "Security Documents"), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral;

WHEREAS, pursuant to a Global Deed of Release dated as of the date hereof (the "Global Deed of Release"; capitalized terms used herein without definition have the meaning assigned to them in the Global Deed of Release) among, *inter alios*, the Grantor and the Security Agent, the Grantor requests the Security Agent unconditionally and irrevocably to release the Security created under the Security Documents by release, reassignment, re-transfer, waiver or otherwise, as the case may be, and mutually to terminate all rights and obligations under the Security Documents;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and in accordance with the terms and conditions of the Global Deed of Release, the Security Agent, pursuant to this Release of Security Interest in Intellectual Property (the "Release"), hereby unconditionally and irrevocably (a) releases the Grantor's assets and undertakings from, and hereby terminates, the Security and any other claims constituted, created, granted, mortgaged, pledged, assigned, perfected, evidenced and/or conferred by or pursuant to the IP Security Agreement Supplement which is hereby of no further force or effect, and (b) releases, discharges, waives, terminates, reassigns and retransfers to the Grantor all of the Security Agent's rights, title and interest in the Grantor's assets and undertakings, present or future, that were pledged, granted, mortgaged, assigned, charged or otherwise provided as security to the

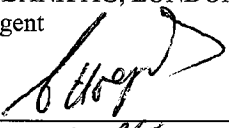
Security Agent for the benefit of the Secured Parties by or pursuant to the IP Security Agreement Supplement.

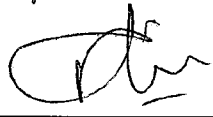
This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2012.

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

By: 
Name: C. HEPP
Title: V.P.

By: 
Name: R. TUAKERIN
Title: VP

Acknowledged:

ACTAVIS MID ATLANTIC LLC,
as Grantor

By: _____
Name:
Title:

Signature Page to IP Release
Actavis Mid Atlantic LLC

PATENT
REEL: 029229 FRAME: 0909

IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the ____ day of _____, 2012.


DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:

ACTAVIS MID ATLANTIC LLC,
as Grantor

By:  _____
Name:
Title:

Signature Page to IP Release
Actavis Mid Atlantic LLC

SCHEDULE 1

REGISTERED PATENTS AND DESIGN PATENTS

Title	Date Granted	Patent No.
Method for forming an aqueous flocculated suspension	12/2/2003	6,656,505 (USA)

PATENT AND DESIGN PATENT APPLICATIONS

None.