

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4075549

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDRX LABS, LLC	12/31/2015
RECEIVING PARTY DATA	
Name:	ALLERGAN SALES, LLC
Street Address:	2525 DUPONT DR.
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92612
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D536246
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-997-1000
Email:	docket@feiplaw.com
Correspondent Name:	FLOREK & ENDRES PLLC
Address Line 1:	1156 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
NAME OF SUBMITTER:	CHRISTINE SUN
SIGNATURE:	/christine sun/
DATE SIGNED:	09/29/2016
Total Attachments: 5	
source=Patent Short Form #page1.tif	
source=Patent Short Form #page2.tif	
source=Patent Short Form #page3.tif	
source=Patent Short Form #page4.tif	
source=Patent Short Form #page5.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT, dated as of December 31, 2015 (such date, the "Effective Date"), and such agreement, this "Patent Assignment"), is entered into by and between Andrx Labs, LLC a Delaware limited liability company, having its principal executive offices at 4955 Orange Drive, Davie, Florida, 33314 ("Assignor") and Allergan Sales, LLC, a Delaware limited liability company, having its principal executive offices at 2525 Dupont Dr., Irvine, CA 92612 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the patents and patent applications set forth on Schedule A, (the "Assigned Patents"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Assigned Patents;

NOW, THEREFORE, in consideration of one dollar (USD \$1.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to Assigned Patents, together with (a) all rights derived from the Assigned Patents, including the inventions claimed therein and any reissues, reexamination, divisions, continuations, continuations-in-part, extensions, renewals and counterparts of such Assigned Patents already granted and which may be granted thereon, (b) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement of any of the Assigned Patents, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, (c) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Patents and the right to receive such income, royalties and payments, (d) the right to prosecute, maintain and defend the Assigned Patents, (e) the right to claim priority based on any of the Assigned Patents and (f) the right to fully and entirely stand in the place of Assignor in all matters related thereto, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Authority. As of the Effective Date and until the earlier of (i) the date of recordal in the United States Patent and Trademark Office or, with respect to any Assigned Patent filed or registered in any jurisdiction outside the United States, in the corresponding entity or agency in any such applicable foreign country or multinational authority, of this Patent Assignment, and (ii) the date on which the Assignor is no longer a subsidiary of Allergan plc, the Assignee hereby authorizes the Assignor to take whatever steps the Assignor deems appropriate, on the Assignee's behalf, to maintain the Assigned Patents in the respective jurisdictions.

3. Further Assurances. As may be necessary, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement and as may

be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If Assignor fails to promptly take or execute any of the action or document described in this Section 3 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Patent Assignment.

4. Recordation. Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Patents and recordation and/or registration of this Patent Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment, including but not limited to issuing any and all Letters Patents of the United States (or corresponding documents in any applicable foreign countries) on inventions claimed in the Assigned Patents.


5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

6. General Provisions. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment. This Patent Assignment is entered into pursuant to the Assignment Agreement entered into by and between Assignor and Assignee as of December 31, 2015 (the "IP Assignment Agreement"). To the extent of any conflict between this Patent Assignment and the IP Assignment Agreement, the IP Assignment Agreement will govern. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties. This Patent Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment with effect as of the Effective Date.

ANDRX LABS, LLC

By: 
Name: A. Robert D. Bailey
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Assignment with effect as of the Effective Date.

ALLERGAN SALES, LLC



By: _____

Name: A. Robert D. Bailey

Title: President

Schedule A

LIST OF ASSIGNED PATENTS

Jurisdiction	Title	Assignor Entity	Application Number	Application Date	Patent Number	Issue Date
US	Packaging System	Andrx Labs, LLC	29214336	09/30/2004	D536246	02/06/2007