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04-07-2000

TRA

ORDINATION

DC



101308643

original documents or copy thereof.

To the Commissioner of Patents and Trademarks

1. Name of conveying party(ies):  
Mead Johnson & Company

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

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

Name: Warner Chilcott, Inc.

Street Address: Rockaway 80 Corporate Center

100 Enterprise Drive, Suite 280

City: Rockaway State NJ ZIP 07866

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 15, 2000

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

976,274; 1,017,856; 1,298,335

Additional numbers attached?  Yes  No

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

Name: Dolores Moro-Grossman, Esq.  
Fitzpatrick, Cella, Harper & Scinto

30 Rockefeller Plaza

New York, New York 10112-3801

Telephone No.: (212) 218-2100

Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . . \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: Please charge any under payments or overpayments to Deposit Account No.:

06-1205

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

04/06/2000 SCIENTIF 00000075 976274

DO NOT USE THIS SPACE

01 FC:101  
00 FC:102  
Payment and signature. 40.00 DP  
50.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dolores Moro-Grossman  
Name of Person Signing

[Signature]  
Signature

February 28, 2000  
Date

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

TRADEMARK  
REEL: 002044 FRAME: 0830

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of the 15th day of February, 2000, by and between Mead Johnson & Company, a Delaware corporation ("Assignor"), and Warner Chilcott, Inc., a Delaware corporation ("Assignee").

## W I T N E S S E T H

WHEREAS Assignor is engaged in manufacturing, distributing, marketing and selling Estrace® Cream, Ovcon® 35, and Ovcon® 50 (the "Products"); and

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the 26th day of January, 2000 (the "Purchase Agreement"), pursuant to which Assignor is selling or causing to be sold to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Products, including right, title, and interest in and to those names and marks in those territories listed on Schedule I hereto, including the registrations and/or applications set forth on such schedule (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all right, title and interest in and to:

- (i) the Trademarks;
- (ii) the goodwill of Seller's business connected with the use of the Trademarks;
- (iii) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks; and
- (iv) all other rights, including common law rights, relating to the Trademarks throughout the world, to the extent such rights exist.

FURTHERMORE, Assignor will, at the expense of Assignee, (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, and (ii) take such further actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's

title to the Trademarks or in order to prosecute any of the pending applications included in the Trademarks.

FURTHERMORE, for avoidance of doubt, Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever with respect to the Trademarks and the other assets and rights described in clauses (ii), (iii) and (iv) above (including any representations and warranties with respect to the existence, validity, enforceability, use or ownership of any such common law rights), except for those representations and warranties expressly set forth in Section 2.7 of the Purchase Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in the County of New York for any litigation arising out of or relating to this Assignment (and agrees not to commence any litigation relating thereto except in such courts).

IN WITNESS WHEREOF, the parties hereto have  
executed this Assignment as of the date first written above.

MEAD JOHNSON & COMPANY

By: *Robert E. Swerp, Jr.*

Name: Robert E. Swerp, Jr.

Title: Assistant Secretary

WARNER CHILCOTT, INC.

By: *Peth P. Hecht*

Name: PETH P. HECHT

Title: SENIOR VICE PRESIDENT

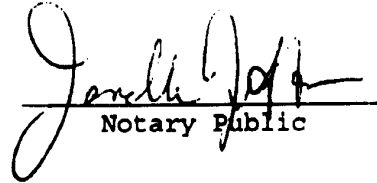
[MFCorp:991936.7:44358:02/10/2000--4:35p]

TRADEMARK  
REEL: 002044 FRAME: 0833

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

I, a notary public in and for the county and state aforesaid, do hereby certify that Robert E. Evans, Jr., the Assistant Secretary of Mead Johnson & Company, appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his/her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 15<sup>th</sup> day of February, 2000.

  
Notary Public

My commission expires: JANELLE JEFFERSON  
Notary Public, State of New York  
No. 01JE4964952  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires April 16, 2002

Assigned Trademarks

Trademark	Country	Status	Owner	Application Number	Application Date	Registration Number	Registration Date	Renewal Date	Classes
Estrace	Bangladesh	Registered	Mead Johnson Co. (Del.)	28014	03-Jan-1989	28014	03-Jan-1989	03-Jan-2011	IN 5
Estrace	Brazil	Registered	Mead Johnson Co. (Del.)	39355/M-78	29-Nov-1978	780393554	29-Jun-1992	29-Jun-2002	NA 5
Estrace	Cuba	Pending	Mead Johnson Co. (Del.)	191698	26-Oct-1998				IN 5
Estrace	India	Registered	Mead Johnson Co. (Del.)	507902	30-Mar-1989	507902B	30-Mar-1989	30-Mar-2003	IN 5
Estrace	Indonesia	Registered	Mead Johnson Co. (Del.)	999999	14-Oct-1993	326629	15-Oct-1993	15-Oct-2003	IN 5
Estrace	Thailand	Registered	Mead Johnson Co. (Del.)	187062	03-Mar-1989	KOR91641	03-Mar-1989	02-Mar-2009	IN 5
Estrace	Trinidad & Tobago	Registered	Mead Johnson Co. (Del.)	9033	16-May-1975	9033	16-May-1975	15-May-2003	NA 3
Estrace	United States of America	Registered	Mead Johnson Co. (Del.)	454618	16-Apr-1973	976274	08-Jan-1974	08-Jan-2004	IN 5
Ovcon	United States of America	Registered	Mead Johnson Co. (Del.)	35807	29-Oct-1974	1017856	12-Aug-1975	12-Aug-2005	IN 5
Ovcon	Canada	Registered	Mead Johnson Co. (Del.)	557669	20-Feb-1986	321912	19-Dec-1986	19-Dec-2001	
Ovcon & Moon Design	United States of America	Cancelled	Mead Johnson Co. (Del.)	405945	13-Dec-1982	1298335	02-Oct-1984		IN 5

IntComp1991936.7:4358:02/11/2000--3:1391

RECORDED: 02/29/2000

TRADEMARK  
REEL: 002044 FRAME: 0835