

4127101

05-09-2001

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TRADEMARKS ONLY

To  
Please



Trademarks:  
copy thereof.

TRADEMARKS ONLY

1. Name of Party(ies) conveying an inte

101708427

Address of Party(ies) receiving an

Dura (Bermuda) Trading Company, Ltd.

Elan Pharma International Limited  
WIL House, Shannon Business Park  
Shannon County Clare, Ireland

Entity:

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation - State
- Other - an exempt company under the laws of Bermuda

Entity:

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation - Ireland
- Other

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

Yes       No

Citizenship: Ireland

If not domiciled in the United States, domestic representative designation is attached:

Yes       No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

Yes       No

US PATENT & TRADEMARK OFFICE  
 RECEIVED  
 APR 27 12:59 PM '01

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement       Merger
- Other

Execution Date: January 28, 2001

4. Application number(s) or registration number(s). Additional numbers attached?

Yes       No

A. Trademark Application No(s).

B. Trademark Registration No(s).

See Schedule A

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

Pattishall, McAuliffe, Newbury,  
Hilliard & Geraldson  
320 Watergate Six Hundred  
Washington, D.C. 20037

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650  
(Attach duplicate copy of this page if paying by deposit account)

05/09/2001 GT011 0000047 1763584  
01 FC:481 40.00 OP  
02 FC:482 100.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
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.

Colette A. Durst-Barkey  
Name of Person Signing

*Colette A. Durst-Barkey*  
Signature

April 27, 2001  
Date

Total number of pages comprising cover sheet:

## Schedule A

<u>Mark</u>	<u>Reg. No.</u>
Carbobid	1,763,584
Hydrobid	1,819,384
Entex	888,938
Nasarel	1,964,494
Nasalide	1,120,854

**Trademark Assignment**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**ASSIGNOR: DURA (BERMUDA) TRADING COMPANY LTD.**

**ASSIGNEE: ELAN PHARMA INTERNATIONAL LIMITED**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT, effective as of the 28th day of January, 2001, is made by and between DURA (BERMUDA) TRADING COMPANY, LTD., an exempted company organized under the laws of Bermuda, with a principal place of business at 102 St. James Court, Flatts, Smiths, FL 04, Bermuda ("ASSIGNOR"); and ELAN PHARMA INTERNATIONAL LIMITED, a corporation organized and existing under the laws of Ireland, with a principal place of business at WIL House, Shannon Business Park, Shannon County Clare, Ireland ("ASSIGNEE");

BE IT KNOWN by these presents, that:

WHEREAS, the said ASSIGNOR is the sole owner of all of the trademark rights in and to the following Trademarks ("Trademarks") and the registrations therefor ("Registrations") which have been issued by the United States and Trademark Office:

Carbobid, Reg. No. 1,763,584  
Hydrobid, Reg. No. 1,819,384  
Entex, Reg. No. 888,938  
Nasarel, Reg. No. 1,964,494  
Nasalide, Reg. No. 1,120,854

WHEREAS, ASSIGNOR desires to sell, transfer and assign to ASSIGNEE, all right, title and interest in and to the Trademarks and the Registrations;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademarks and the Registrations;

NOW THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, ASSIGNOR DOES HEREBY ASSIGN unto ASSIGNEE all rights, title and interest in and to the Trademarks and the Registrations for the United States, together with all the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to sue and recover for damages and profits and all other remedies for past infringements thereof.

TO HAVE AND TO HOLD by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this transfer and assignment not been made.

ASSIGNOR covenants and agrees that it will, without charge to ASSIGNEE, whenever so requested by ASSIGNEE, execute and deliver such further instruments and perform any other reasonable acts that ASSIGNEE may require as may be necessary or convenient for vesting in ASSIGNEE the full benefit of all the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR requests that this transfer of ownership be duly filed and recorded. ASSIGNEE does hereby accept this trademark assignment and requests that this transfer of ownership be duly filed and recorded.

IN WITNESS WHEREOF, DURA (BERMUDA) TRADING COMPANY LTD. and ELAN PHARMA INTERNATIONAL LIMITED have hereunto set their hands and seals as of this 28th day of January, 2001.

**ASSIGNOR:**

DURA (BERMUDA) TRADING  
COMPANY LTD.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Name/Title

**ASSIGNEE:**

ELAN PHARMA INTERNATIONAL  
LIMITED

WITNESS:

*Paula Hickey*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Name/Title DAVID HURLEY  
Director

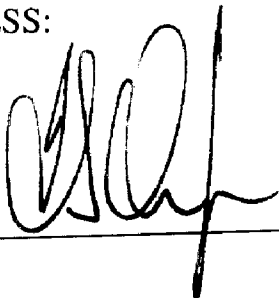
TO HAVE AND TO HOLD by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this transfer and assignment not been made.

ASSIGNOR covenants and agrees that it will, without charge to ASSIGNEE, whenever so requested by ASSIGNEE, execute and deliver such further instruments and perform any other reasonable acts that ASSIGNEE may require as may be necessary or convenient for vesting in ASSIGNEE the full benefit of all the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR requests that this transfer of ownership be duly filed and recorded. ASSIGNEE does hereby accept this trademark assignment and requests that this transfer of ownership be duly filed and recorded.

IN WITNESS WHEREOF, DURA (BERMUDA) TRADING COMPANY LTD. and ELAN PHARMA INTERNATIONAL LIMITED have hereunto set their hands and seals as of this 28th day of January, 2001.

WITNESS:

  
\_\_\_\_\_

**ASSIGNOR:**

DURA (BERMUDA) TRADING  
COMPANY LTD.

*Dianna L. Corday*  
DIANNA CORDAY  
Name/Title VICE PRESIDENT

**ASSIGNEE:**

ELAN PHARMA INTERNATIONAL  
LIMITED

WITNESS:

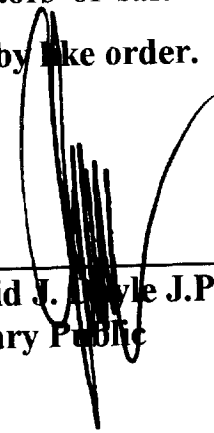
\_\_\_\_\_

\_\_\_\_\_  
Name/Title

**HAMILTON  
BERMUDA**

**ACKNOWLEDGEMENT  
OF  
ASSIGNOR**

Personally subscribed and sworn to before me this 2<sup>nd</sup> day of March, 2001 by Dianna L. Corday and Ira Stuart Outerbridge, to me known to be a director and the secretary, respectively, of Dura (Bermuda) Trading Company Ltd., an exempted company organized under the laws of Bermuda, who, being by me duly sworn, did depose and say that they know the common seal of said Assignor company, that the common seal affixed to said instrument is such common seal, that it was so affixed by order of the Board of Directors of said Assignor company and that they signed their names thereto by like order.

  
\_\_\_\_\_  
David J. Doyle J.P.  
Notary Public

DAVID J. DOYLE, J.P.  
NOTARY PUBLIC &  
COMMISSIONER FOR OATHS  
(TEL: 441 295 1422)  
CLARENDON HOUSE  
CHURCH STREET  
HAMILTON  
BERMUDA

