

03-26-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

3-24-03

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DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Elan Pharma International Limited

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

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

3. Nature of conveyance:

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

Execution Date: 10/16/01

2. Name and address of receiving party(ies)

Name: Ivax Corporation

Internal

Address:

Street Address: 4400 Biscayne Boulevard

City: Miami State: FL Zip: 33137

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

If assignee is domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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)

1,120,854 and 1,964,494

Additional number(s) attached Yes No

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

Name: Lisa A. Pieroni, Esq.

Internal Address: Kirschstein, Ottinger, Israel & Schiffmiller, P.C.

& Schiffmiller, P.C.

Street Address 489 Fifth Avenue, 17th Floor

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41). \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-1145

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

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.

LISA A PIERONI

Name of Person Signing

Lisa A Pieroni

Signature

3/18/03

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/25/2003 ECOOPER 0000062 1120854

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002698 FRAME: 0080

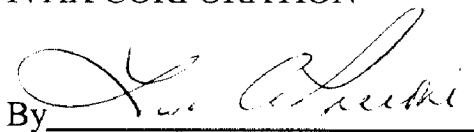
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Trademark Registration of
Ivax Corporation
Reg. No.: 1,120,854
Reg. Date: June 26, 1979
Ser. No.: 73/170,517
Fil. Dt.: May 15, 1978
For: NASALIDE

SUBSTITUTE POWER OF ATTORNEY

IVAX CORPORATION hereby appoints David B. Kirschstein, Reg. No. 17244; Alan Israel, Reg. No. 27564; Martin W. Schiffmiller, Reg. No. 30421 and Lisa A. Pieroni, of KIRSCHSTEIN, OTTINGER, ISRAEL & SCHIFFMILLER, P.C., 489 Fifth Avenue, New York, New York, 10017-6105, members of the Bar of the State of New York, to prosecute this application to register, to transact all business in connection therewith, and to receive the certificate of registration and hereby revokes all previous powers submitted in connection with the above application.

IVAX CORPORATION

By 

Name: LISA A PIERONI

Title: ATTORNEY

Dated: 3/18/03

Nature of Authority under which signatory signs:

- A person with legal authority to bind the Owner; or
 A person with firsthand knowledge of the facts and actual or implied authority to act on behalf of the Owner; or
 An attorney as defined in 37 C.F.R. 10.1(c) who has an actual or implied written or verbal power of attorney from the Owner.

TRADEMARK ASSIGNMENT
(NASAREL® AND NASALIDE®)

This Trademark Assignment dated as of October 16, 2001, is made by and between Elan Pharma International Limited, a private limited company organized under the laws of the Republic of Ireland ("Assignor"), and IVAX Corporation, a Florida corporation, ("Assignee").

A. Assignor's predecessor in interest adopted, used, and Assignor or its Affiliate is presently using and is the owner of the entire right, title and interest in and to the trademarks, including registrations and applications therefor, identified in Schedule A attached hereto (the "Trademarks");

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks;

C. Assignor makes this assignment pursuant to the closing delivery requirements set forth in Section 5.02 of that certain Nasarel® and Nasalide® Asset Purchase Agreement, dated September 22, 2001, by and between Assignor and Assignee (the "Asset Purchase Agreement"), under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademarks; and

D. NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are incorporated herein by this reference, and made part of this Trademark Assignment.

2. Assignor does hereby sell, assign, and transfer unto Assignee the entire right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks and associated therewith, including the right to bring actions for infringement of the Trademarks occurring prior to the date of this Trademark Assignment.

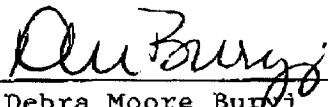
3. Assignor covenants and agrees that it will, and will bind its successors and legal representatives to, upon the reasonable request of the Assignee, execute and deliver, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to such Trademarks.

4. Except as set forth in the Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this assignment.

In the event of a conflict between this Trademark Agreement and the Asset Purchase Agreement, the terms and the provisions of the Asset Purchase Agreement will control.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of October 16, 2001.

ELAN PHARMA INTERNATIONAL LIMITED



Name: Debra Moore Burby
Title: Authorized Signatory

IVAX CORPORATION

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

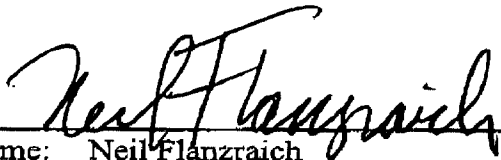
IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of October 16, 2001.

ELAN PHARMA INTERNATIONAL LIMITED

Name:

Title:

IVAX CORPORATION



Name: Neil Flanzraich

Title: Vice Chairman and President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 002698 FRAME: 0085

SCHEDULE A
TRADEMARKS

Trademark	Reg No./App No.	Country	Status
NASAREL®	Reg No. 1,964,494	United States	Current
NASALIDE®	Reg No. 1,120,854	United States	Current