

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biovail Laboratories, Inc.		01/14/2004	CORPORATION: BARBADOS

RECEIVING PARTY DATA	
Name:	Biovail Corporation
Street Address:	7150 Mississauga Road
City:	Mississauga, ON
State/Country:	CANADA
Postal Code:	L5N 5M8
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76513954	BIOVAIL

CORRESPONDENCE DATA	
Fax Number:	(703)905-2500
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-905-2000
Email:	va-logocops@pillsburywinthrop.com
Correspondent Name:	Pillsbury Winthrop LLP
Address Line 1:	1600 Tysons Blvd.
Address Line 2:	P.O. Box 10500
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	16752/300847
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DOMESTIC REPRESENTATIVE	
Name:	Pillsbury Winthrop, LLP
Address Line 1:	1600 Tysons Blvd.
Address Line 2:	P.O. Box 10500
Address Line 4:	McLean, VIRGINIA 22102

CH \$40.00 76513954

NAME OF SUBMITTER:

Patrick J. Jennings, Esq.

Total Attachments: 2

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made as of January 14, 2004 by and among Biovail Laboratories, Inc. with an address at Chelton Park, Building 2, Ground Floor, Collymore, St. Michael, Barbados, West Indies (the "Assignor") and Biovail Corporation with an address at 7150 Mississauga Road, Mississauga, ON L5N 5M8 (the "Assignee"). Assignee is a Corporation of Canada.

Assignor owns all right, title and interest to a certain trademark, the applications and/or registrations for which are set forth in SCHEDULE A (collectively, the "Trademark"). Assignor wishes to assign all right, title and interest to the Trademark to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademark and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

If any of the Trademark are the subject of an application based on Assignor's bona fide intent to use the Trademark in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the application and the Trademark pertain.

Biovail Laboratories, Inc.

By: _____

Name: EUGENE MELNYK

Title: PRESIDENT

Biovail Corporation

By: _____

Name: EUGENE MELNYK

Title: CHAIRMAN

SCHEDULE A

Mark(s)

US Application Ser. No. 76/513,954 for the mark BIOVAIL & Design

CTM Application Ser. No. 003518404 for the mark BIOVAIL & Design