

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Actavis Group HF		11/16/2007	Public Limited Company: ICELAND

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch
Street Address:	Winchester House
Internal Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	Security Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3214449	ACTAVIS
Registration Number:	3214450	ACTAVIS PHARMA
Registration Number:	1523093	DECUBAL
Registration Number:	3188469	
Serial Number:	76658144	ACTAVIS
Serial Number:	76592127	ACTAVIS
Serial Number:	76658143	ACTAVIS PHARMA

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8200
 Email: trademarkdocket@whitecase.com
 Correspondent Name: Matthew Bart

CH \$190.00 3214449

Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 4410650-0290

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 01/18/2008

Total Attachments: 9
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Actavis Group HF, a Public Limited Company (the "Grantor") with principal offices at 60 Columbia Road, Building B, Morristown, New Jersey, 07960, hereby grants to Deutsche Bank AG, London Branch, as Security Agent, with principal offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of November [16], 2007 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the termination of the Security Period (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate without further action required and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest granted by this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

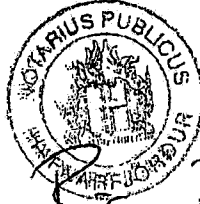
Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16 day of
November, 2007.

ACTAVIS GROUP HF., Grantor

By R. P. Hausson
Name: R. P. Hausson
Title: Director

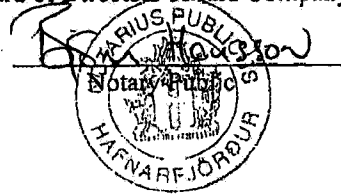


Signed in my presence.
Hafnarfjordur, Iceland

R. P. Hausson
16.11.2007

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 16 day of Nov, 2007 before me personally came Reiner Larsson
who, being by me duly sworn, did state as follows: that [s]he is Reiner Larsson of Actavis
Group HF. (the "Company"), that [s]he is authorized to execute the foregoing Grant on behalf of
said Company and that [s]he did so by authority of the Board of Directors of said Company.



APOSTILLE

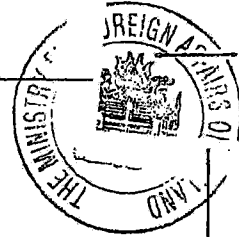
(Convention de La Haye du 5 octobre 1961)

1. Country : Iceland
- This public document
2. has been signed by Björn Hansson
3. acting in the capacity of District Commissioner in Hafnarfjörður
4. bears the seal/stamp of Notarius Publicus Hafnarfjörður



Certified

5. at... The Ministry for Foreign Affairs 6. the 19.11.2007
7. by .. Lilja Björk Tryggvadóttir
8. N° 2895
9. Seal/stamp
10. Signature

Lilja Björk Tryggvadóttir



DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent and Grantee

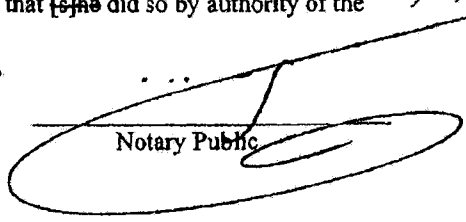
By  
Name: C. HOEPLI R. THAUERMANN
Title: V.P. AUP.

NEWYORK 6347999 (2K)

TRADEMARK
REEL: 003699 FRAME: 0786

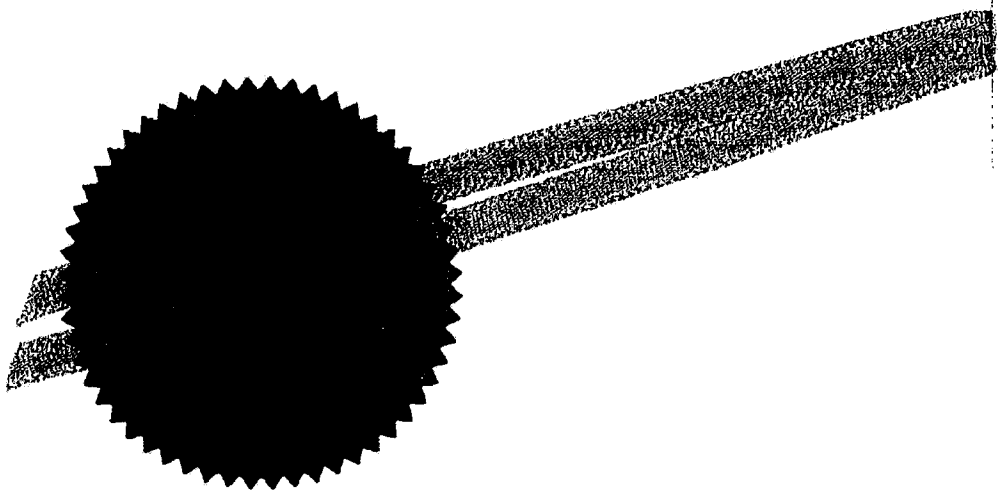
STATE OF Kingdom of England
COUNTY OF City of London

On this 16th day of November, 2007, before me personally came CRAIG HOEPL and
RAJEEV THAKERA who, being by me duly sworn, did state as follows: that ^{they are} ~~she is~~
AUTHORIZED SIGNATORIES of Deutsche Bank AG, London Branch, that ^{they are} ~~he is~~ authorized to execute
the foregoing Grant on behalf of Deutsche Bank AG and that ^{they} ~~he~~ did so by authority of the
Board of Directors of said DEUTSCHE BANK AG.


Notary Public

Notary Public London, England
(J. B. BURGESS)





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NEW

SCHEDULE OF MARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Appl. Date/Reg. Date</u>
Actavis	Actavis Group HF	3214449	3/6/2007
Actavis Pharma	Actavis Group HF	3214450	3/6/2007
Decubal	Actavis Group HF	1523093	2/7/1989
Design only	Actavis Group HF	3188469	12/26/2006
Actavis	Actavis Group HF	76-658144	4/10/2006
Actavis	Actavis Group HF	76-592127	5/13/2004
Actavis creating value in pharmaceuticals	Actavis Group HF	79-975015	12/8/2004
Actavis creating value in pharmaceuticals	Actavis Group HF	79-975014	12/8/2004
Actavis creating value in pharmaceuticals	Actavis Group HF	79-012554	12/8/2004
Actavis Pharma	Actavis Group HF	76-658143	4/10/2006
HYDROTAB	Actavis Group HF	79-044552	5/23/2007
HYDROTAB	Actavis Group HF	79-044551	5/23/2007

NEWYORK 6347999 (2K)