

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Actavis Totowa LLC		11/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG, London Branch		
<b>Street Address:</b>	Winchester House		
<b>Internal Address:</b>	1 Great Winchester Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2N 2DB		
<b>Entity Type:</b>	Security Agent:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2523840	AMIDE	
Registration Number:	2789501	QUINARETIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-819-8200		
<b>Email:</b>	trademarkdocket@whitecase.com		
<b>Correspondent Name:</b>	Matthew Bart		
<b>Address Line 1:</b>	White & Case LLP		
<b>Address Line 2:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	4410650-0290		

**CH \$65.00 2523840**

DOMESTIC REPRESENTATIVE

**900096835**

**TRADEMARK  
 REEL: 003699 FRAME: 0963**

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: 8**

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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 Totowa LLC, a Limited Liability 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<sup>th</sup> day of  
November, 2007.

ACTAVIS TOTOWA LLC, Grantor

By Kim Bain  
Name: KEVIN BAIN  
Title: VP FINANCE

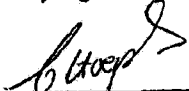

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Morris )

On this 16<sup>th</sup> day of November, 2007 before me personally came Kevin Bain  
who, being by me duly sworn, did state as follows: that [s]he is VP, Finance of Actavis  
Totowa LLC (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 Sole Member of said Company.

  
Notary Public

**ROBIN MCLEOD**  
**NOTARY PUBLIC, STATE OF NEW JERSEY**  
**Commission Expires February 6, 2011**

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

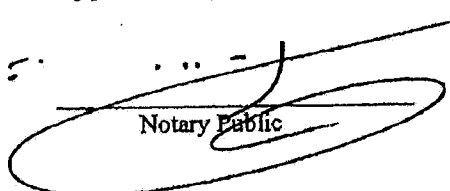
By    
Name: C. HOEPL      R. THAKERIA  
Title: V.P.              AUP.




NEWYORK 6347866 (22)

TRADEMARK  
REEL: 003699 FRAME: 0969

STATE OF Kingdom of England  
COUNTY OF City of } ss: London

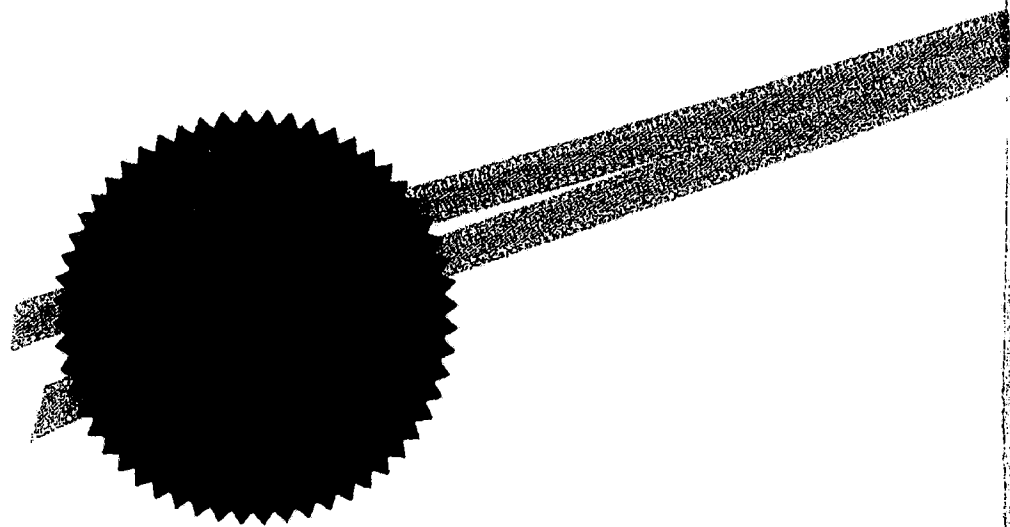
On this 16<sup>th</sup> day of November, 2007, before me personally came CRAIG HOEFL and  
RAJEEV THAKERA who, being by me duly sworn, did state as follows: that ~~he is~~ <sup>they are</sup>  
AUTHORISED SIGNATORIES of Deutsche Bank AG, London Branch, that ~~he is~~ <sup>they are</sup> authorized to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

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

Notary Public London, England  
(J. B. BURGESS)  
My Commission Expires with Life





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SCHEDULE OF MARKS

<u>Mark</u>	<u>Grantor</u>	<u>Reg./App. No.</u>	<u>Reg. Date</u>
AMIDE	Actavis Totowa LLC	2523840	1/1/2002
QUINARETIC	Actavis Totowa LLC	2789501	12/2/2003

NEWYORK 6347866 (2X)

RECORDED: 01/18/2008

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