

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		LICENSE	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vernalis Development Limited		07/14/2004	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Endo Pharmaceuticals Inc.		
<b>Street Address:</b>	100 Endo Boulevard		
<b>City:</b>	Chadds Ford		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19317		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2828476	FROVA	
Registration Number:	3281355	FROVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(484)840-4269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6105589800		
<b>Email:</b>	johnson.ginola@endo.com		
<b>Correspondent Name:</b>	Guy T. Donatiello		
<b>Address Line 1:</b>	100 Endo Boulevard		
<b>Address Line 4:</b>	Chadds Ford, PENNSYLVANIA 19317		
<b>NAME OF SUBMITTER:</b>	Guy T. Donatiello		
<b>Signature:</b>	/guy donatiello/		
<b>Date:</b>	10/30/2009		

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**Total Attachments: 8**

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THIS LICENSE AGREEMENT is made the 14<sup>th</sup> day of July, 2004

**BETWEEN:**

- (1) **VERNALIS DEVELOPMENT LIMITED** whose principal place of business is at Oakdene Court, 613 Reading Road, Winnersh, Wokingham, RG41 5UA, England ("Vernalis"); and
- (2) **ENDO PHARMACEUTICALS INC.** whose principal place of business is at 100, Painters Drive, Chadds Ford, PA 19317, USA ("Endo").

**WHEREAS:**

(A) Endo is one of the world's leading specialty pharmaceutical companies with particular expertise in launching, marketing, selling and managing the lifecycle of certain specialty pharmaceutical products.

(B) Vernalis owns the rights to the compound called frovatriptan and the marketed product called FROVA, which has initial product registrations for acute migraine and is undergoing further trials in respect of menstrual associated migraine, and has agreed to license those rights to Endo on the terms of the license and co-promotion rights set out in this document.

**IT IS NOW AGREED AS FOLLOWS:**

**1. DEFINITIONS**

1.1 In this Agreement the following definitions shall apply and initially capitalized terms shall have the meanings ascribed to them elsewhere in this Agreement:

1.1.1 "**Affiliate**" - any company, partnership or other business entity which Controls, is Controlled by or is under common Control with either Party.

1.1.2 "**Agreement**" - this document including any and all schedules, appendices and other addenda to it as may be added and/or



1.1.79 **“Product Registration Information”-**

- (a) the complete NDA, MAM Product IND and New Drug Submission files referred to in or served in relation to the Product Registration or MAM Product IND; and
- (b) any and all regulatory correspondence between Elan Group and any Regulatory Authority in the Territory in relation to the Product Registration, MAM Product IND or the Product; and
- (c) all dossiers, data, reports and other material in written or electronic form to the extent relating to the Product Registration, MAM Product IND or the Product which have been filed with any Regulatory Authority.

1.1.80 **“Quarter”** - each period of three months ending on 31 March, 30 June, 30 September or 31 December and “Quarterly” shall be construed accordingly.

1.1.81 **“Recipient Party”** - the Party which receives Confidential Information from the other Party.

1.1.82 **“Registered Trademarks”** - U.S. Federal Trade Mark Registration No. 2,828,476 registered on March 30, 2004 and Canadian trade mark application no. 1123447, each for ‘FROVA’.

1.1.83 **“Regulatory Authority”** - any national, supranational (e.g., the European Commission, the Council of the European Union, the European Agency for the Evaluation of Medicinal Products), regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity including the FDA, in each country involved in the granting of Marketing Authorisation for the Product.

- (a) a claim of an issued and unexpired patent included within Patent Rights, which has not been held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or un-appealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise;  
or
- (b) a claim of a pending patent application included within Patent Rights which claim was filed and is being prosecuted in good faith and has not been abandoned or finally disallowed without the possibility of appeal or refiling of the application.

1.1.105“**Vernalis IP**” - the Vernalis Patent Rights, Vernalis Know How, Vernalis Materials and Vernalis Trade Marks whether any of the foregoing are in existence as of the Closing Date or subject to the provisions of Clauses 8.11 and 8.12 come into existence during the term of this Agreement.

1.1.106“**Vernalis Know How**” - Know How owned by or licensed to Vernalis either at the Closing Date or subject to the provision of Clauses 8.11 and 8.12 during the term of this Agreement (but excluding for the purposes of this definition the Product Registration and Product Registration Information) that relates to (i) the Compound or its development or previous Commercialisation in the Territory; (ii) Commercialisation outside of the Territory to the extent Vernalis has rights to license the same; (iii) the MAM & Paediatric Development Program; and (iv) Product Enhancements, to the extent Vernalis has rights to license the same.

1.1.107“**Vernalis Materials**” - Materials owned by or licensed to Vernalis or its Affiliates (other than from Endo) at the Closing Date or subject to the provisions of Clauses 8.11 and 8.12 acquired by Vernalis or its Affiliates during the period of this Agreement which are Materials that are necessary or useful for or which otherwise relate to the development or Commercialisation of Product including Materials used in clinical studies or being or relating to Product Enhancements.

1.1.108“**Vernalis Patent Rights**” - the Patent Rights which are owned by or licensed to Vernalis at the Closing Date Covering the Compound or its manufacture or use in the Territory set out in Schedule 8 and subject to the provisions of Clauses 8.11 and 8.12, any other Patent Rights in the Territory which are owned or become owned by or licensed to Vernalis during this Agreement which Cover (i) the making, using or Commercialisation of Compound or Product in the form in which it exists at the Closing Date; and (ii) Product Enhancements, to the extent Vernalis has rights to license the same.

1.1.109“**Vernalis Speciality Sales Personnel**” – sales representatives employed by Vernalis and engaged in Specialty Detailing pursuant to the Co-Promotion Agreement.

1.1.110“**Vernalis Trade Marks**” - (i) the Registered Trade Marks, and (ii) the Unregistered Trade Marks.

1.1.111“**Year**” – any period of twelve (12) months which ends December 31 in each year.

## 2. **CONDITION PRECEDENT**

2.1 The coming into force and effect of this Agreement is conditional on any applicable waiting period under the Hart Scott Rodino Anti-Trust Improvements Act 1976, as amended, and any regulations made

“best price” (as defined under the Social Security Act, 42 U.S.C. Section 1396r-8(c)(1)(c)) and any other pricing offered to a governmental entity for the Product.

2.7 Effective as of the Closing Date, the Parties shall have entered into a Safety Agreement, in the form agreed pursuant to Clause 3.6.

### 3. LICENSE

3.1 Subject to (i) Vernalis’ right to conduct or have conducted the MAM & Paediatric Development Program, (ii) Vernalis’ right to conduct a Territory Study and (iii) Vernalis’ right to co-promote under Clause 9 and Schedule 10, and in consideration of the payments referred to in Clause 11, Vernalis hereby grants to Endo and its Affiliates with effect from the Closing Date a sole and exclusive (even as against Vernalis) licence for each country of the Territory under Vernalis IP to make, have made, use, Commercialise and have Commercialised the Product including the right to record sales for its own account.

3.2 For the avoidance of doubt it is declared and agreed that Endo shall not be entitled to sublicense the rights granted to it hereunder without the prior written consent of Vernalis, provided that:

3.2.1 For the purpose of the exploitation of the rights granted to Endo hereunder in Canada, Endo shall be entitled to sublicense to Paladin Labs Inc. or any replacement for such sublicensee from time to time as notified by Endo to Vernalis in writing;

3.2.2 For the purpose of the exploitation of the rights granted to Endo hereunder in Mexico, Endo shall be entitled to sublicense from time to time as notified to Vernalis in writing;

3.2.3 Endo shall not be restricted from appointing distributors, advertisers, public relations agencies, consultants or advisors to assist Endo with Commercialising the Product in the Territory;

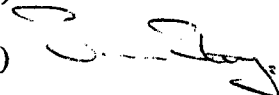


IN WITNESS WHEREOF the Parties have executed this agreement the day and year  
first above written.

SIGNED by Simon Sturge, Chief Executive Officer

for and on behalf of

VERNALIS DEVELOPMENT LIMITED

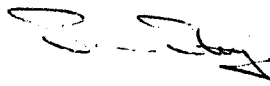
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SIGNED by Simon Sturge, Chief Executive Officer

for and on behalf of

VERNALIS PLC


(As Guarantor under Clause 14 hereof)

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SIGNED by Carol A. Ammon, Chairman  
and Chief Executive Officer

for and on behalf of

ENDO PHARMACEUTICALS INC.

)   
)  
)

SCHEDULE 7

FROVA LOGO

