

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Warner Chilcott Company, LLC		10/30/2009	LIMITED LIABILITY COMPANY: PUERTO RICO

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Branch Swiss Bank: SWITZERLAND

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	843999	MACRODANTIN
Registration Number:	1239148	MACRODANTIN
Registration Number:	1246810	MACRODANTIN
Registration Number:	1262183	
Registration Number:	1252117	
Registration Number:	3183367	FORUM ON FRACTURES
Registration Number:	3139086	INSIGHTS & ANSWERS
Registration Number:	3051516	THE SPINAL AUTHORITY
Registration Number:	2215222	ACTONEL
Registration Number:	2276687	
Registration Number:	1861603	
Registration Number:	2241428	
Registration Number:	1075363	DIDRONEL
Registration Number:	1492883	MACROBID

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Registration Number:	3064589	
Registration Number:	1259073	DORYX
Registration Number:	1080176	DURICEF
Registration Number:	1134417	ERYC
Registration Number:	976274	ESTRACE
Registration Number:	1431700	ESTROSTEP
Registration Number:	3234156	FEMCON
Registration Number:	2289177	FEMHRT
Registration Number:	3060848	FEMTRACE
Registration Number:	1156945	LOESTRIN
Registration Number:	347322	MANDELAMINE
Registration Number:	1362813	MOISTUREL
Registration Number:	1017856	OVCON
Registration Number:	2693164	OVCON
Registration Number:	251253	PYRIDIUM
Registration Number:	2341466	PYRIDIUM PLUS
Registration Number:	2470102	SARAFEM
Registration Number:	3400258	D
Registration Number:	3454263	VITAROS
Registration Number:	2467064	WARNER CHILCOTT
Registration Number:	2450567	W C
Registration Number:	2988791	WC WARNER CHILCOTT
Registration Number:	2467073	WC WARNER CHILCOTT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	175219 005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/

TRADEMARK

REEL: 004089 FRAME: 0156

Date:

11/02/2009

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Warner Chilcott Company, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Puerto Rico Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - Puerto Rico

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/30/2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse, Cayman Islands Branch,

Internal

Address: as Administrative Agent

Street Address: 11 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10010

- Association Citizenship US
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Branch Swiss Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James P. Murphy, Legal Assistant

Internal Address: _____

Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature

11/02/2009

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Trademark Cover Page

1. Name of conveying party(ies)

Procter & Gamble Pharmaceuticals, Inc., a Ohio corporation - Citizenship - OH

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated October 30, 2009 is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse, Cayman Islands Branch, as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Warner Chilcott Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of October 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) with the other Borrowers party thereto, the Lenders party thereto and Credit Suisse, Cayman Islands Branch, as the L/C Issuer, the Swing Line Lender and the Administrative Agent.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Domestic Security Agreement dated as of October 30, 2009 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks constituting Material Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark constituting Material Intellectual Property owned by the Grantor (including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of or symbolized by, each Trademark);
- (ii) each Trademark license constituting Material Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark

license referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iii) all registrations and applications for registration for any of the foregoing, together with all renewals thereof; *provided* that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral constituting Material Intellectual Property by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

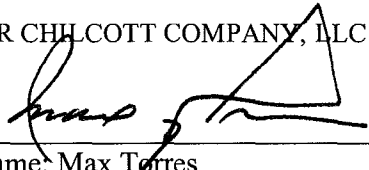
Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

WARNER CHILCOTT COMPANY, LLC

By:



Name: Max Torres

Title: Senior Director and General Manager,
Business Operations, Puerto Rico and
Treasurer

[Signature Page to the Trademark Security Agreement]

TRADEMARK
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PROCTER & GAMBLE PHARMACEUTICALS,
INC.

By:



Name: Izumi Hara

Title: Senior Vice President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 004089 FRAME: 0164

**Schedule 1
to Trademark
Security Agreement**

**U.S. TRADEMARK REGISTRATIONS
WARNER CHILCOTT COMPANY, LLC**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MACRODANTIN	843999	13-Feb-1968
MACRODANTIN (& Device 1)	1,239,148	24-May-1983
MACRODANTIN (& Device 3)	1,246,810	02-Aug-1983
MACRODANTIN (Device 2)	1,262,183	27-Dec-1983
MACRODANTIN (Device 4)	1,252,117	27-Sep-83
FORUM ON FRACTURES	3183367	12-Dec-2006
INSIGHTS & ANSWERS	3139086	5-Sep-06
THE SPINAL AUTHORITY	3,051,516	24-Jan-06
ACTONEL	2,215,222	29-Dec-1998
ACTONEL (Human Tree Device 97 bw)	2276687	7-Sep-99
ASACOL (Des. of Colon & Hexagon)	1861603	8-Nov-94
ASACOL (Reddish brown tablet)	2241428	27-Apr-1999
DIDRONEL	1075363	18-Oct-77
MACROBID	1492883	21-Jun-1988
CIRCLE W/SWEEPING HALF CIRCLE PILL DESIGN	3,064,589	28-Feb-2006
DORYX	1,259,073	29-Nov-1983
DURICEF	1,080,176	27-Dec-1977
ERYC	1,134,417	06-May-1980
ESTRACE	976,274	08-Jan-1974
ESTROSTEP	1,431,700	10-Mar-1987
FEMCON	3,234,156	24-Apr-2007
FEMHRT	2,289,177	26-Oct-1999
FEMTRACE	3,060,848	21-Feb-2006
LOESTRIN	1,156,945	09-Jun-1981
MANDELAMINE	347,322	22-Jun-1937
MOISTUREL	1,362,813	01-Oct-1985
OVCON	1,017,856	12-Aug-1975
OVCON & DESIGN	2,693,164	04-Mar-2003
PYRIDIUM	251,253	01-Jan-1929
PYRIDIUM PLUS	2,341,466	11-Apr-2000
SARAFEM	2,470,102	17-Jul-2001
TABLET DESIGN-D SHAPED	3,400,258	18-Mar-2008

Schedule 1-1

(NY) 21409/011/FINANCING/SECURITY/Trademark.Security.Agreement.doc

**TRADEMARK
REEL: 004089 FRAME: 0165**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
VITAROS	3,454,263	24-Jun-2008
WARNER CHILCOTT	2,467,064	10-Jul-2001
WC Design (B&W)	2,450,567	15-May-2001
WC WARNER CHILCOTT Design (Blue)	2,988,791	30-Aug-2005
WC WARNER CHILCOTT Design (B&W0 Old)	2,467,073	10-Jul-2001

U.S. TRADEMARK APPLICATIONS

None.

**Schedule 2
to Trademark
Security Agreement**

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
License Agreement as amended, supplemented or modified as of the date hereof	NexMed Inc. / WCCL	February 3, 2009	Right to use Accudose
License Agreement as amended, supplemented or modified as of the date hereof including, without limitation, Amendment Number 1 dated September 13, 1985; Amendment Number 2 dated April 2, 1997; and Amendment Number 3 dated May 18, 1998	Procter & Gamble Pharmaceuticals, Inc. (successor in interest to Norwich Eaton Pharmaceuticals) / Tillotts Pharma AG (successor in interest to Tillotts Laboratories)	May 22, 1984	Right to use Asacol
Co-Promotion and Co-Development Agreement as amended, supplemented or modified as of the date hereof	Novartis Pharmaceuticals Corporation / Procter & Gamble Pharmaceuticals, Inc.	July 3, 2005	Right to use Enablex

Schedule 2-1

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