

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auxilium US Holdings, LLC		02/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Auxilium Bermuda Unlimited		
Street Address:	Canon's Court, 22 Victoria Street		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM12		
Entity Type:	Unlimited Liability Company: BERMUDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3637033	HANDSURGERYNEWS.COM	
Registration Number:	3886633	XIAFLEX	
CORRESPONDENCE DATA			
Fax Number:	2159727677		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-751-2622		
Email:	trademarks@schnader.com		
Correspondent Name:	James R. Meyer		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	0222552-0801		
DOMESTIC REPRESENTATIVE			
Name:	James R. Meyer		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Kimberly Bittinger		

CH \$65.00 3637033

SIGNATURE:	/KIMBERLY BITTINGER/
DATE SIGNED:	02/27/2015
Total Attachments: 5 source=Auxilium US Holdings assign to Auxilium Bermuda Unlimited- February 25 2015#page1.tif source=Auxilium US Holdings assign to Auxilium Bermuda Unlimited- February 25 2015#page2.tif source=Auxilium US Holdings assign to Auxilium Bermuda Unlimited- February 25 2015#page3.tif source=Auxilium US Holdings assign to Auxilium Bermuda Unlimited- February 25 2015#page4.tif source=Auxilium US Holdings assign to Auxilium Bermuda Unlimited- February 25 2015#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into this 25th day of February, 2015, by and between Auxilium US Holdings, LLC, a Delaware limited liability company having a place of business at 640 Lee Road, Chesterbrook, Pennsylvania, 19087 ("Assignor") and Auxilium Bermuda Unlimited, a Bermuda unlimited liability company with registered office address at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Assumption Agreement, dated as of January 20, 2015 (the "Agreement"), pursuant to which Assignor has agreed to assign or cause the assignment to Assignee of Assignor's certain Intellectual Property;

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Agreement;

WHEREAS, pursuant to the terms of the Agreement, the Assignor has agreed to, among other things, transfer, assign, sell, and convey to the Assignee all of its right, title, and interest in and to all trademarks, service marks, trade names, logos and trade dress owned by Assignor and related to XIAFLEX, including those specified on Exhibit A hereto (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks and associated goodwill, including the right to sue for and receive all damages from past infringements of the Trademarks, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives. Assignor shall, at its own cost and expense, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities, if applicable, the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

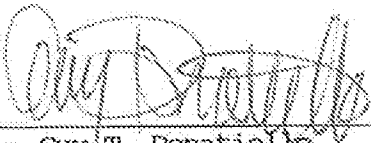
This Assignment may be executed in counterparts, including by facsimile or PDF, each of which will be deemed an original, but all of which together constitute one and the same original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of this 25th day of February, 2015.

ASSIGNOR:

AUXILIUM US HOLDINGS, LLC

By: 
Name: Guy T. Donatiello
Title: Senior Vice President,
Intellectual Property
Auxilium Pharmaceuticals, Inc.
The member of
Auxilium US Holdings, LLC

IN WITNESS WHEREOF, the parties, by their duly authorized officers, do hereby execute this Assignment as of this 25th day of February, 2015.

ASSIGNEE:

AUXILIUM BERMUDA UNLIMITED


By: 
Name: Robert J. Cobuzzi
Title: Director

Exhibit A

TRADEMARK LISTING

Auxilium US Holdings LLC - Trademark List (U.S.)

TRADEMARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	REGISTERED OWNER
HANDSURGERYNEWS.COM (Stylized)	REGISTERED	77/528,060	7/22/2008	3,637,033	6/9/2009	Auxilium US Holdings, LLC.
XIAFLEX (Stylized)	REGISTERED	77/274,256	9/7/2007	3,886,633	12/7/2010	Auxilium US Holdings, LLC.