IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

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| ENDO PHARMACEUTICALS INC., TEIKOKU PHARMA USA, INC., and TEIKOKU SEIYAKU CO., LTD., | ) | |
| Plaintiffs, | ) | |
| v. | ) | C.A. No. 12-848 (GMS) |
| TWI PHARMACEUTICALS, INC. and TEH SENG PHARMACEUTICAL MFG. CO., LTD., | ) | |
| Defendants. | ) | |

**JOINT STIPULATED ORDER OF DISMISSAL WITHOUT PREJUDICE**

WHEREAS, Plaintiffs Endo Pharmaceuticals Inc., Teikoku Pharma USA, Inc., and Teikoku Seiyaku Co., Ltd. (collectively "Plaintiffs") commenced this suit asserting, inter alia, that the filing of Abbreviated New Drug Application No. 20-3265 (the "TWi ANDA") by Defendant TWi Pharmaceuticals, Inc. ("TWi") with the United States Food and Drug Administration, including TWi's request to engage in the commercial manufacture, use, importation, sale and/or offer for sale of a generic version of Plaintiffs' Lidoderm® product prior to the expiration of United States Patent No. 5,827,529 ("'529 patent"), was an act of patent infringement;

WHEREAS, TWi and Defendant Teh Seng Pharmaceutical Mfg. Co., Ltd. ("Teh Seng," collectively with TWi, "Defendants") denied infringement of the '529 patent and asserted defenses and counterclaims related thereto;

WHEREAS, Plaintiffs agree to dismiss without prejudice any and all of their claims and defenses against Defendants in the instant action, and Defendants agree to dismiss without prejudice any and all of its counterclaims and defenses in the instant action;

WHEREAS, the Plaintiffs and Defendants have entered into a Settlement and License Agreement, dated as of April 18, 2014 ("Settlement and License Agreement"), pursuant to which the parties have resolved the above-referenced action and Plaintiffs have granted to Defendants and their affiliates a non-exclusive license under, *inter alia,* the '529 patent in the United States;

NOW, THEREFORE, the Parties stipulate that:

1. Defendants covenant that they and their Affiliates, and their respective officers, agents, servants, employees and attorneys, and those persons in active concert or participation with Defendants, shall not, until the applicable Start Date (as defined in the Settlement and License Agreement), manufacture, use, market, offer for sale, or sell, or assist or authorize any third party to do any of the foregoing, within the Territory (as defined in the Settlement and License Agreement) or import into the Territory, any product that is marketed and/or sold under the TWi ANDA, except to the extent such activities are otherwise permitted under the Settlement and License Agreement and/or under 35 U.S.C. § 271(e)(1). This covenant shall terminate automatically upon the applicable Start Date (as defined in the Settlement and License Agreement).

2. All claims and counterclaims in the above-referenced action, and any defenses thereto, are dismissed without prejudice and without costs, on the terms set forth in the Settlement and License Agreement.

3. Each party shall bear its own costs, expenses and attorneys' fees in connection with the above-referenced action.

4. The parties waive any right of appeal from this Joint Stipulated Order of Dismissal.

5. The Court retains jurisdiction over this Joint Stipulated Order of Dismissal, and the interpretation of the Settlement and License Agreement as it pertains to this Stipulated Order of Dismissal, in the event of any dispute concerning it.

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April 22, 2014

SO ORDERED this 23rd day of April, 2014.

Chief, United States District Judge