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UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Deborah Platt Majoras, Chairman**
Pamela Jones Harbour
Jon Leibowitz
William E. Kovacic
J. Thomas Rosch

In the Matter of	)	
ALLERGAN, INC.,	)	
a corporation;	)	
	)	**Docket No. C-4156**
and	)	
INAMED CORPORATION,	)	
a corporation.	)	

ORDER TO MAINTAIN ASSETS

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Respondent Allergan, Inc. ("Allergan") of Respondent Inamed Corporation ("Inamed"), hereinafter referred to as "Respondents," and Respondents having been furnished thereafter with a copy of a draft Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and that, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined to accept the executed Consent Agreement and to place such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further

conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its Complaint, makes the following jurisdictional findings and issues this Order to Maintain Assets:

1. Respondent Allergan is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its offices and principal place of business located at 2525 Dupont Drive, Irvine, California 92612.

2. Respondent Inamed is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its offices and principal place of business located at 5540 Ekwill Street, Suite D, Santa Barbara, California 93111.

3. The Commission has jurisdiction of the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order to Maintain Assets, the following definitions and the definitions used in the Consent Agreement and the proposed Decision and Order (and when made final, the Decision and Order), which are attached hereto as Appendix B and incorporated herein by reference and made a part hereof, shall apply:

A. "Allergan" means Allergan, Inc., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates (in each case controlled by Allergan), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. After the Acquisition, Allergan shall include Inamed.

B. "Inamed" means Inamed Corporation, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates (in each case controlled by Inamed), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Respondents" means Allergan and Inamed, individually and collectively.

D. "Commission" means the Federal Trade Commission.

E. "Acquisition" means the acquisition contemplated by the "Agreement and Plan of Merger" dated December 20, 2005, by and among Allergan, Inc., Banner Acquisition, Inc., and Inamed Corporation.

F. "Closing Date" means the date on which Respondent(s) (or a Divestiture Trustee) and Ipsen consummate a transaction to assign, grant, license, divest, transfer, deliver, or otherwise convey the Joint Development Botulinum Products Assets pursuant to the Decision and Order.

G. "Confidential Business Information" means all information that is not in the public domain related to the research, Development, manufacture, marketing, commercialization, distribution, importation, exportation, cost, pricing, supply, sales, sales support, or use of the Joint Development Botulinum Product(s) and/or any other information proprietary to Ipsen; *provided however*, that the restrictions contained in this Order to Maintain Assets regarding the use, conveyance, provision to employees, or disclosure of "Confidential Business Information" shall not apply to the following:

1. information that subsequently falls within the public domain through no violation of this Order to Maintain Assets or breach of confidentiality or non-disclosure agreement with respect to such information by Respondents;

2. information related to the Joint Development Botulinum Product(s) that is not proprietary to Ipsen that Respondent Allergan can demonstrate it obtained without the assistance of Respondent Inamed prior to the Acquisition; or

3. information that is required by Law to be publicly disclosed.

H. "Effective Date" means the earlier of the following dates:

1. the date the Respondents close on the Acquisition pursuant to the Acquisition Agreement; or

2. the date the merger contemplated by the Acquisition Agreement becomes effective by filing the certificate of merger with the Secretary of State of the State of Delaware.

I. "Interim Monitor" means any monitor appointed pursuant to Paragraph III of this Order to Maintain Assets or Paragraph III of the Decision and Order.

J. "Ipsen" means Ipsen Ltd., a company organized, existing, and doing business under the laws of England, with registered offices located at 190 Bath Road, Slough, Berkshire SL1 3XE, United Kingdom.

K. "Joint Development Botulinum Product Business(es)" means Respondent Inamed's business within the United States of America related to the Joint Development Botulinum Products, including the research, Development, manufacture, distribution, marketing, and sale of the Joint Development Botulinum Products and the assets related to such business, including, but not limited to, the Joint Development Botulinum Product Assets.

L. "Orders" means the Decision and Order and this Order to Maintain Assets.

M. "Pre-Acquisition Plan" means any plan related to the research, Development, manufacture, distribution, marketing, or sale of the Joint Development Botulinum Products that was planned or implemented within the period immediately prior to the Acquisition and without consideration of the influence of the pending Acquisition for the Joint Development Botulinum Products Business.

N. "Remedial Agreement" means the following: (1) any agreement between Respondent(s) and Ipsen that is specifically referenced in and attached to the Decision and Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Joint Development Botulinum Assets, and that has been approved by the Commission to accomplish the requirements of the Decision and Order in connection with the Commission's determination to make the Decision and Order final; and/or (2) any agreement between the Respondent(s) and Ipsen (or between a Divestiture Trustee and Ipsen) that has been approved by the Commission to accomplish the requirements of the Decision and Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the Joint Development Botulinum Assets, and that has been approved by the Commission to accomplish the requirements of the Decision and Order.

II.

IT IS FURTHER ORDERED that from the date this Order to Maintain Assets becomes final:

A. Respondents shall take such actions as are necessary to maintain the full economic viability, marketability, and competitiveness of the Joint Development Botulinum Products Business, to minimize any risk of loss of competitive potential for the Joint Development Botulinum Products Business, to ensure that there is no disruption, delay, or impairment of the Joint Development Products Key Clinical Trials and the regulatory approval process, and to prevent the destruction, removal, wasting, deterioration, or impairment of the Joint Development Botulinum Products Assets until after their respective transfer to Ipsen. Respondents shall not sell, transfer, encumber, or otherwise impair the Joint Development Botulinum Product Assets (other than in the manner prescribed in the Decision and Order and that is consistent with the remedial purposes of the Decision and Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the Joint Development Botulinum Products Business.

B. Respondents shall maintain the operations of the Joint Development Botulinum Products Business in the regular and ordinary course of business and in accordance with past practice (other than as necessary to comply with provisions of this Order to Maintain Assets and the Decision and Order to maintain Confidential Business Information as confidential) and/or as

may be necessary to preserve the marketability, viability, and competitiveness of the Joint Development Botulinum Products Business and shall use their best efforts to preserve the existing relationships with the following: Third Party Consultants, physicians participating in clinical studies and/or trials, suppliers, vendors and distributors, customers, Agencies, employees, and others having business relations with the Joint Development Botulinum Products Business. Respondents' responsibilities shall include, but are not limited to, the following:

1. providing the Joint Development Botulinum Products Business with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for the Joint Development Botulinum Products Business;

2. continuing, at least at their scheduled pace, any additional expenditures for the Joint Development Botulinum Products Business authorized prior to the date the Consent Agreement was signed by Respondents including, but not limited to, all research, Development, manufacture, distribution, marketing, and sales expenditures;

3. provide such resources as may be necessary to ensure that there is no disruption, delay, or impairment of the Joint Development Botulinum Products Key Clinical Trials and regulatory approval process;

4. providing the Joint Development Botulinum Products Business with such funds as are necessary to maintain the full economic viability, marketability, and competitiveness of the Joint Development Botulinum Products Business; and

5. providing such support services to the Joint Development Botulinum Products Business as were being provided to this business by Respondent Inamed as of the date the Consent Agreement was signed by Respondents.

C. Respondents shall maintain a work force at least as equivalent in size, training, and expertise to what has been associated with the Joint Development Botulinum Products (including the work force associated with the Third Party Consultants) for the Joint Development Botulinum Product's most recent Pre-Acquisition Plan.

D. Until the Closing Date, Respondents shall provide the Product Access Personnel, Product Core Personnel (Group 1), and Third Party Consultants with reasonable financial incentives to continue in their positions relating to the research, Development, marketing, or sale of the Joint Development Botulinum Products consistent with past practices and/or as may be necessary to preserve the marketability, viability, and competitiveness of the Joint Development Botulinum Products pending divestiture, to ensure successful execution of the Pre-Acquisition Plan, and to ensure that no disruption, delay, or impairment results to the

Joint Development Botulinum Products Key Clinical Trials and regulatory approval process. Such incentives shall include a continuation of all contractual benefits provided by Respondent Inamed as were provided to each such Third Party Consultant prior to the decision to terminate the Joint Development Botulinum Products Agreement.

E. Respondents shall:

1. for a period of at least one (1) year after the Closing Date, provide Ipsen and/or the New Joint Development Partner (as designated by Ipsen to employ or contract with the relevant person or entity) with the opportunity to enter into employment contracts with any of the Product Access Personnel, Product Core Personnel (Group 1) or to contract with any Third Party Consultant;

2. for a period of at least six (6) months after the Closing Date, provide Ipsen with the opportunity to enter into employment contracts with any of the Product Core Personnel (Group 2);

   These periods are hereinafter referred to as the "Access Period(s)"; and

3. not later than ten (10) days after the Closing Date, provide Ipsen with the Product Personnel Information related to the Product Access Personnel, Product Core Personnel (Group 1), and Product Core Personnel (Group 2). Failure by Respondents to provide the Product Personnel Information for any relevant individual within the time provided herein shall extend the Access Period with respect to that individual in an amount equal to the delay.

F. During the respective Access Periods, Respondents shall:

1. not interfere with the hiring, employing, or contracting with the Product Access Personnel, Product Core Personnel (Group 1), or the Third Party Consultants by Ipsen or the New Joint Development Partner;

2. not interfere with the hiring, employing, or contracting with the Product Core Personnel (Group 2) by Ipsen;

3. remove any impediments within the control of Respondents that may deter the Product Access Personnel, Product Core Personnel (Group 1), Product Core Personnel (Group 2), and/or the Third Party Consultants from accepting such a relationship with Ipsen;

4. remove any impediments within the control of Respondents that may deter the Product Access Personnel, Product Core Personnel (Group 1), and/or the Third Party Consultants from accepting such a relationship with the New Joint Development Partner;

5. eliminate any provisions of any Product Access Personnel's, Product Core Personnel (Group 1)'s, Product Core Personnel (Group 2)'s, and/or Third Party Consultant's contract with the Respondent(s) that has the potential to interfere with such employee's or Third Party Consultant's ability to perform work related to the Joint Development Botulinum Products, including, but not limited to, those provisions that would prohibit such employee or Third Party Consultant from:

    a. being employed by or contracting with Ipsen;

    b. for those subject to Paragraph II.F.1, being employed by or contracting with the New Joint Development Partner as authorized by Ipsen to hire or contract with such employee or Third Party Consultant; or

    c. disclosing information related to the Joint Development Botulinum Products to Ipsen or the New Joint Development Partner;

6. facilitate Ipsen in notifying any Product Key Personnel, Product Access Personnel, Product Core Personnel (Group 1), Product Core Personnel (Group 2), and Third Party Consultant that such person or entity is specifically identified as such in the Decision and Order;

7. facilitate Ipsen in providing an explanation to each of the above-described persons or entities of the provisions of this Order to Maintain Assets and the Decision and Order related to such person or entity's potential employment or use by Ipsen or Ipsen's New Joint Development Partner; and

8. not make any counteroffer to a Product Access Personnel or an individual who is a Third Party Consultant who receives a written offer of employment or contract from Ipsen or the New Joint Development Partner;

provided, however, that Paragraph II.F. shall not prohibit the Respondents from making offers of continued employment to, continuing to employ, or continuing to use the services of, any Product Access Personnel, Product Core Personnel (Group 1), Product Core Personnel (Group 2), or Third Party Consultant, during the Access Period (subject to the conditions of employment or contract prescribed in this Order to Maintain Assets or the Decision and Order regarding the prohibitions on use and disclosure of Confidential Business Information);

provided, further however, that Paragraph II.F. shall not prohibit the Respondents from maintaining any reasonable restrictions on the disclosure of proprietary non-public information related solely to the Respondents' Retained Products by an employee who

accepts an offer of employment with Ipsen or the New Joint Development Partner where such restrictions were a part of the relevant employee's contract of employment with Respondent Inamed prior to December 20, 2005.

G. Pending divestiture of the Joint Development Botulinum Product Assets, Respondents shall:

1. provide Ipsen and the Interim Monitor (if any has been appointed) with access to the following:

   a. all Confidential Business Information within Respondents' possession and control;

   b. all Respondents' employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Joint Development Botulinum Products that contain Confidential Business Information and facilitating the delivery in a manner consistent with this Order;

   c. all Third Party Consultants who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Joint Development Botulinum Products that contain Confidential Business Information and facilitating the delivery in a manner consistent with this Order;

2. not use, directly or indirectly, any Confidential Business Information other than as necessary to comply with the following:

   a. the requirements of this Order to Maintain Assets or the related Decision and Order;

   b. the Respondents' obligations to Ipsen under the terms of any Remedial Agreement related to the Joint Development Botulinum Product(s); or

   c. applicable Law;

3. not disclose or convey any Confidential Business Information, directly or indirectly, to any person except Ipsen and such Joint Development Botulinum Products Releasee(s) or Third Party Consultants as are authorized by Ipsen to receive such information; and

4. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to Respondent Allergan or any of Respondents' employees associated with business related to those Retained Products that contain botulinum toxin.

H. For a period beginning on the Effective Date and continuing until either the date of Final FDA Approval of the first of the Joint Development Botulinum Product(s) to receive such approval, or three (3) years after the Effective Date, whichever is earlier, Respondents shall not use any Product Access Personnel or any Product Core Personnel (Group 1) for any

purpose related to the research, Development, manufacturing, marketing, or sales of any of Respondents' Retained Products that contain botulinum toxins. For a period beginning on the Effective Date and continuing until six (6) months after the Effective Date, Respondents shall not use any Product Core Personnel (Group 2) for any purpose related to the research, Development, manufacturing, marketing, or sales of any of Respondents' Retained Products that contain botulinum toxins;

provided, however, the periods of restriction may be reduced as to a particular individual identified as a Product Access Personnel, Product Core Personnel (Group 1) or Product Core Personnel (Group 2) provided that the Respondents have received the express written approval of Ipsen to the reduction of the period as it pertains to the particular individual.

I. For a period beginning on the Effective Date and continuing until one year after the Effective Date, Respondents shall not, directly or indirectly, use the services of any employee or contractor of a Third Party Consultant who was directly involved in the research, Development, manufacture, marketing, or sales of the Joint Development Botulinum Products for any purpose related to the research, Development, manufacturing, marketing, or sales of any of Respondents' Retained Products that contain botulinum toxins;

provided, however, this period of restriction may be reduced as to a particular employee or contractor, provided that the Respondents have received the express written approval of Ipsen to the reduction of the period as it pertains to the particular employee(s), contractor(s), or general groups of employees or contractors of the relevant Third Party Consultant.

J. Not later than thirty (30) days from the Effective Date, Respondents shall secure a confidentiality agreement from each Product Firewalled Employee or Third Party Consultant as of such date. Such agreement shall require, as a condition of employment post-divestiture or as a condition of work to be performed on behalf of Respondents post-divestiture, that each Product Firewalled Employee or Third Party Consultant shall maintain all Confidential Business Information as confidential to anyone except Ipsen and such Joint Development Botulinum Products Releasee(s) or Third Party Consultants as are authorized by Ipsen to receive such information and not to disclose any such information to any employees, executives, or other personnel of Respondents (other than as necessary to comply with the requirements of this Order to Maintain Assets, the Remedial Agreement(s), or the Decision and Order). Respondents shall keep a file of such agreements until one (1) year after the Final FDA approval of the first of the Joint Development Botulinum Product(s) to receive such approval. Respondents shall provide a copy of such agreements to Ipsen. Respondents shall maintain complete records of all such agreements at Respondents' corporate headquarters and shall provide an officer's certification to the Commission stating that each of the relevant Product Firewalled Employees or Third Party Consultants has signed such agreement and has and is complying with the respective agreement. Respondents shall provide Ipsen with copies of such certifications.

K. Not later than thirty (30) days from the Effective Date, Respondents shall provide written notification of the restrictions on the use and disclosure of the Confidential Business Information related to the Joint Development Botulinum Product(s) to all of Respondents' employees and any Third Party Consultant who:

1. had access to any Confidential Business Information;

2. are involved in the research, Development, manufacturing, distribution, sale, or marketing of any of Retained Products that contain botulinum toxins and/or are approved by the FDA for use in the cosmetic treatment of the facial area; and/or

3. may have Confidential Business Information related to the Joint Development Botulinum Products.

Such notification shall be in substantially the form set forth in the "Notice of Antitrust Remedy and Requirement for Confidentiality" attached to this Order to Maintain Assets as Public Appendix A, and to the Decision and Order as Public Appendix I. Respondents shall give such notification by e-mail with return receipt requested or similar transmission, and keep a file of such receipts until one (1) year after the Final FDA approval of the first of the Joint Development Botulinum Product(s) to receive such approval. Respondents shall provide a copy of such notification to Ipsen. Respondents shall maintain complete records of all such notifications at Respondents' corporate headquarters and shall provide an officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with. Respondents shall provide Ipsen with copies of all certifications, notifications and reminders sent to Respondents' personnel.

L. Respondents shall adhere to and abide by the Remedial Agreements (which agreements shall not vary or contradict, or be construed to vary or contradict, the terms of the Orders, it being understood that nothing in the Orders shall be construed to reduce any obligations of Respondents under such agreement(s)), which are incorporated by reference into this Order to Maintain Assets and made a part hereof.

M. The purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability, and competitiveness of the Joint Development Botulinum Products Business, to minimize any risk of loss of competitive potential for the Joint Development Botulinum Products Business, to ensure that there is no disruption, delay, or impairment of the Joint Development Products Key Clinical Trials and regulatory approval process, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Joint Development Botulinum Product Assets until after their respective transfer to Ipsen.

III.

IT IS FURTHER ORDERED that:

A. At any time after Respondents sign the Consent Agreement in this matter, the Commission may appoint an Interim Monitor to assure that Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by the Orders and the Remedial Agreements. The Commission may appoint one or more Interim Monitors to assure Respondents' compliance with the requirements of the Orders, and the related Remedial Agreements.

B. The Commission shall select the Interim Monitor, subject to the consent of Respondent Allergan, which consent shall not be unreasonably withheld. If Respondent Allergan has not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) days after notice by the staff of the Commission to Respondent Allergan of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.

C. Not later than ten (10) days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Orders in a manner consistent with the purposes of the Orders.

D. If one or more Interim Monitors are appointed pursuant to this Paragraph or pursuant to the relevant provisions of the Decision and Order in this matter, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of each Interim Monitor:

   1. The Interim Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and asset maintenance obligations and related requirements of the Orders, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of the Orders and in consultation with the Commission;

   2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission;

   3. The Interim Monitor shall serve until the latest of:

      a. the completion by Respondents of the divestiture of the Joint Development Botulinum Products Assets (including, but not limited to, the delivery of all Confidential Business Information in Respondents' possession or control to Ipsen) required to be divested pursuant to the Decision and Order in a manner that fully

satisfies the requirements of the Orders and notification by Ipsen to the Interim Monitor that Ipsen is fully capable of completing the Joint Development Botulinum Products Key Clinical Trials;

b. the implementation of appropriate firewalls and other measures within the Respondents' business operations to prevent the misuse or improper disclosure of Confidential Business Information; and

c. the completion by Respondents of the last obligation under the Orders pertaining to the Interim Monitor's service;

provided, however, that the Commission may extend or modify this period as may be necessary or appropriate to accomplish the purposes of this Order to Maintain Assets.

E. Subject to any demonstrated legally recognized privilege, the Interim Monitor shall have full and complete access to Respondents' personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondents' compliance with their obligations under the Orders, including, but not limited to, their obligations related to the relevant assets. Respondents shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondents' compliance with the Orders.

F. The Interim Monitor shall serve, without bond or other security, at the expense of Respondents on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ, at the expense of the Respondents, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities.

G. Respondents shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Interim Monitor.

H. Respondents shall report to the Interim Monitor in accordance with the requirements of this Order to Maintain Assets and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondents, and any reports submitted by Ipsen with respect to the

performance of Respondents' obligations under the Orders or the Remedial Agreement. Within one (1) month from the date the Interim Monitor receives these reports, the Interim Monitor shall report in writing to the Commission concerning performance by Respondents of their obligations under the Orders.

I. Respondents may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement;

provided, however, that such agreement shall not restrict the Interim Monitor from providing any information to the Commission.

J. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Interim Monitor's duties.

K. If the Commission determines that the Interim Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Interim Monitor in the same manner as provided in this Paragraph or the relevant provisions of the Decision and Order in this matter.

L. The Commission may on its own initiative, or at the request of the Interim Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Orders.

M. The Interim Monitor appointed pursuant to this Order to Maintain Assets or the relevant provisions of the Decision and Order in this matter may be the same person appointed as a Divestiture Trustee pursuant to the relevant provisions of the Decision and Order.

IV.

IT IS FURTHER ORDERED that within thirty (30) days after the date this Order to Maintain Assets becomes final, and every thirty (30) days thereafter until Respondents have fully complied with their obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey relevant assets as required by Paragraphs II.A. and II.E.1. of the related Decision and Order in this matter, Respondents shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order to Maintain Assets and the related Decision and Order; *provided, however*, that, after the Decision and Order in this matter becomes final, the reports due under this Order to Maintain Assets may be consolidated with, and submitted to the Commission at the

same time as, the reports required to be submitted by Respondents pursuant to Paragraph V of the Decision and Order.

V.

IT IS FURTHER ORDERED that Respondents shall notify the Commission at least thirty (30) days prior to any proposed (1) dissolution of the Respondents, (2) acquisition, merger or consolidation of Respondents, or (3) any other change in the Respondents that may affect compliance obligations arising out of this Order to Maintain Assets, including, but not limited to, assignment, the creation or dissolution of subsidiaries, or any other change in Respondents.

VI.

IT IS FURTHER ORDERED that, for the purposes of determining or securing compliance with this Order to Maintain Assets, and subject to any legally recognized privilege, and upon written request with reasonable notice to Respondents made to their principal United States Office, Respondents shall permit any duly authorized representatives of the Commission:

A. Access, during office hours of Respondents and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondents relating to compliance with this Order to Maintain Assets; and

B. Upon five (5) days notice to Respondents and without restraint or interference from Respondents, to interview officers, directors, or employees of Respondents, who may have counsel present, regarding such matters.

VII.

IT IS FURTHER ORDERED that this Order to Maintain Assets shall terminate either:

A. Three (3) days after the Commission withdraws its acceptance of the Consent Agreement pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34; or

B. The latter of:

1. the day after the divestiture of all of the Joint Development Botulinum Product Assets, as required by and described in the Decision and Order, has been completed and the Interim Monitor, in consultation with Commission staff and Ipsen, notifies the Commission that all assignments, conveyances, deliveries, grants, licenses, transactions, transfers and other transitions related to such divestitures are complete; or

2. the day the related Decision and Order becomes final.

By the Commission, Commissioner Rosch recused.

Donald S. Clark
Secretary

SEAL
ISSUED: March 7, 2006

PUBLIC
APPENDIX A
TO THE ASSET MAINTENANCE ORDER

NOTICE OF ANTITRUST REMEDY AND REQUIREMENT FOR CONFIDENTIALITY

On **[INSERT]**, Allergan Inc. ("Allergan") and Inamed ("Inamed") hereinafter referred to as "Respondents," entered into an Agreement Containing Consent Orders ("Consent Agreement") with the Federal Trade Commission ("FTC") relating to the divestiture of certain assets. That Consent Agreement includes two orders: the Decision and Order and the Order to Maintain Assets.

The Decision and Order requires the divestiture of assets relating to Reloxin®. These assets are hereinafter referred to as the "Reloxin® Divested Assets." Both the Decision and Order and the Order to Maintain Assets require Respondents to commit that no Confidential Business Information relating to the Reloxin® Divested Assets will be disclosed to or used by any employee of the combined entity formed by the acquisition of a controlling interest in Inamed by Allergan ("Combined Entity"). In particular, this is to prevent Confidential Business Information from being used in any way for the research, development, sale, or manufacture of any product that competes or may compete with the Reloxin® Divested Assets after the proposed acquisition. The Decision and Order also requires the complete divestiture of ALL documents (including electronically stored material) that contain Confidential Business Information related to the Reloxin® Divested Assets. Accordingly, no employee of the Combined Entity may maintain copies of documents containing such information, except as otherwise permitted by the Consent Order, required by law, or to comply with Inamed's obligations to terminate the Joint Development and Distribution Agreement with Ipsen.

Under the Decision and Order, the Respondents are required to divest the Reloxin® Divested Assets to Ipsen. Until a complete divestiture of all of the Reloxin® Divested Assets occurs, the requirements of the second order – the Order to Maintain Assets – are in place to ensure the continued marketability, viability, and competitive vigor of the Reloxin® Divested Assets and to ensure that no Confidential Business Information related to Reloxin® is communicated to the employees of Allergan.

You are receiving this notice because you are one or more of the following: (i) an employee with work responsibilities related to Reloxin®; (ii) a Third Party Consultant to Inamed with work responsibilities related to Reloxin®; (iii) an employee of Allergan or the Combined Entity who has work responsibilities in some way related to products that compete or may compete with Reloxin®; or (iv) an employee, former employee, contractor, or former contractor of Inamed who might have Confidential Business Information in your possession related to Reloxin®.

All Confidential Business Information related to the Reloxin® Divested Assets must be retained and maintained by the persons involved in the operation of that business on a confidential basis, and such persons must not provide, discuss, exchange, circulate, or otherwise

disclose any such information to or with any other person whose employment involves responsibilities unrelated to the Reloxin® Divested Assets (such as persons with job responsibilities related to Allergan's BOTOX® products or other products that compete or may compete with Reloxin®). In addition, any person who possesses such Confidential Business Information related to the Reloxin® Divested Assets and who becomes involved in the Combined Entity's business related to any product that competes or may compete with Reloxin® must not provide, discuss, exchange, circulate, or otherwise disclose any such information to or with any other person whose employment relates to such businesses. Finally, any Inamed employee, former employee, contractor, or former contractor with documents that contain information that he or she believes might be considered Confidential Business Information related to Reloxin® and who has not received specific instructions as to how the documents in his or her possession should be disposed of should contact the contact person identified at the end of this notice.

Furthermore, the Decision and Order places restrictions upon the functions that certain management level employees of Inamed, or certain contractors to Inamed, can perform for the Combined Entity until [insert description of length of these restrictions].

Any violation of the Decision and Order or the Order to Maintain Assets may subject Allergan, Inamed, or the Combined Entity to civil penalties and other relief as provided by law. If you have any questions regarding the contents of this notice, the confidentiality of information, the Decision and Order or the Order to Maintain Assets, you should contact [insert name and title].

ACKNOWLEDGMENT

I, _____ (print name), hereby acknowledge that I

have read the above notification and agree to abide by its provisions.

PUBLIC
APPENDIX B
TO THE ORDER TO MAINTAIN ASSETS

AGREEMENT CONTAINING CONSENT ORDER
AND
PROPOSED DECISION AND ORDER