


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies) Taro Pharmaceuticals U S A., Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of New York <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies): Name: Alterna-TCHP, LLC Internal Address: Street Address: 89 Headquarters Plaza Suite 1409 City: Morristown State: New Jersey Zip: 07960 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: Limited Liability Company- Delaware If assignee is not domiciled in the United States, a domestic representative designation is attached (Designations must be a separate document from assignment) <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: June 23, 2006					
4. Application Number(s) or Registration Number(s):					
A. Trademark Application No. (s) 78/713,645 78/267,653 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No. (s) 2,792,257 2,947,691 2,888,966 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed Name: LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP Internal Address: Street Address: 600 South Avenue West City: Westfield State: N.J. Zip: 07090			6. Total Number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41) \$ 140.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 12-1095 (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Gregg A. Paradise  9-14-06 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5					

ElixSure Trademark Assignment

This MARKS ASSIGNMENT (the "Assignment") is effective as of **June 23, 2006**, and is made from **Taro Pharmaceuticals U.S.A., Inc.**, a corporation organized and existing under the laws of the State of New York, with a principal place of business at Three Skyline Drive, Hawthorne, NY 10532 ("Assignor") on the one hand, to **Alterna-TCIP, LLC**, a Delaware limited liability company with its principal place of business at 89 Headquarters Plaza, Suite 1409, Morristown, NJ 07960 ("Assignee") on the other hand.

WHEREAS, Assignor owns the marks set forth in the attached Schedule 1 (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into that certain ElixSure License Agreement dated as of March 3, 2005 (the "License Agreement") and pursuant to the License Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, the Marks and the goodwill associated with the Marks;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor

1. Assignment Assignor hereby conveys, assigns, transfers, and delivers to Assignee, its successors, and assigns all rights, title, and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for infringement of said Marks arising from and after the third anniversary of the Effective Date (as defined in the License Agreement) of the License Agreement

2. Further Actions Assignor agrees to take such further action, execute such additional documents, provide good faith testimony, and, in general, provide all lawful cooperation reasonably requested of it by Assignee, at Assignee's expense, to perfect Assignee's title in and to the Marks and to carry out and fulfill the purposes and intent of this Assignment. Assignor shall also provide copies of all records and files relating to said Marks reasonably requested by Assignee

3. Recordation Assignor hereby requests the U.S. Commissioner of Patents and Trademarks (the "Commissioner") and the trademark offices in Canada and Mexico to record this Assignment to Assignee. Assignor hereby further requests the Commissioner and the Canadian and Mexican trademark offices to issue any and all trademark registrations derived from the applications listed on Schedule 1 to Assignee as assignee of the entire interest in such Marks.

4. Miscellaneous This Assignment will be governed by and construed in accordance with the domestic substantive laws of the State of New York, without regard to its conflict of law principles. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions. This Assignment may be

executed in counterparts, each of which will be an original and all of which when taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:
TARO PHARMACEUTICALS U.S.A., INC.

By: [Signature]
Name: Kevin Connelly
Title: Senior Vice President, Chief Financial Officer

ASSIGNEE:
ALTERNATECHP, LLC

By: [Signature]
Name: Bruce Tomason
Title: President, Chief Financial Officer

State of New York
County of Westchester

This instrument was executed before me on this 20th day of June 2006, by Kevin Connelly, the Senior Vice President, Chief Financial Officer of Taro Pharmaceuticals U.S.A., Inc., a corporation organized under the laws of the State of New York on behalf of said corporation.

SANDRA PRESSLEY
Notary Public, State of New York
No. 01PR606060
Qualified in Bronx County
Certificate filed in New York County
Commission Expires Nov. 13, 2006

[Signature]
Notary Public in and for

Sandra Pressley
Printed or Typed Name of Notary

My commission expires November 13, 2006

Schedule ITrademarks

Trademark Application / Registration No.	Mark	Registration or Filing Date
Canada Appln. No. 1,190,118	BE SURE WITH ELIXSURE	September 23, 2003
U.S. Appln. No. 78/713,645	BE SURE WITH ELIXSURE	September 15, 2005
Canada Appln. No. 1,187,722	ELIXSURE	August 27, 2003
Mexican Reg. No. 797,501	ELIXSURE	June 26, 2003
US Reg. No. 2,792,257	ELIXSURE	December 9, 2003
Canada Appln. No. 1,187,723	ELIXSURE (with Spoon Design)	August 27, 2003
US Reg. No. 2,947,691	ELIXSURE (with Spoon Design)	May 10, 2005
Canada Appln. No. 1,190,965	SPOON DESIGN	October 1, 2003
US Reg. No. 2,888,966	SPOON DESIGN	Sept 28, 2004
US Appln. No. 78/267,653	THE SURE WAY FOR KIDS TO GET RELIEF	June 26, 2003
Common Law	THE FIRST SPILL-RESISTANT CHILDREN'S MEDICINE	N/A