

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProEthic Pharmaceuticals, Inc.		12/26/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hi-Tech Pharmacal Co., Inc.		
<b>Street Address:</b>	369 Bayview Avenue		
<b>City:</b>	Amityville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11701		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3083169	FOLTABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)894-5712		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-940-8712		
<b>Email:</b>	linda.chan@kattenlaw.com		
<b>Correspondent Name:</b>	Linda S. Chan		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 2:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>ATTORNEY DOCKET NUMBER:</b>	100642-00097		
<b>NAME OF SUBMITTER:</b>	Linda S. Chan		
<b>Signature:</b>	/Linda S. Chan/		
<b>Date:</b>	01/03/2008		

CH \$40.00 3083169

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARK RIGHTS

Whereas, ProEthic Pharmaceuticals, Inc., a Delaware corporation with a principal place of business in Montgomery, Alabama with an address at 5331 Perimeter Parkway Ct, Montgomery, Alabama 36116 (the "Assignor") is the owner of common law and statutory rights to the trademark FOLTABS as used on or in association with prescription vitamins, including the federal trademark registration thereof (U.S. Trademark Registration Number 3,083,169) (hereinafter collectively referred to as "the Trademark");

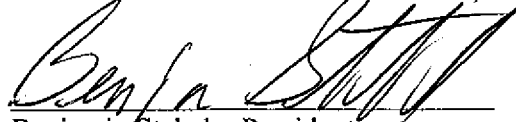
Whereas, Hi-Tech Pharmacial Co., Inc. is desirous of acquiring the entire interest of Assignor in and to the Trademark;

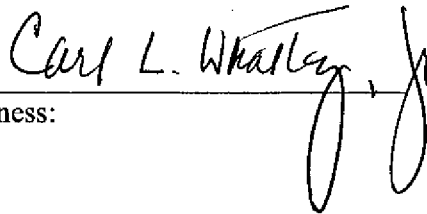
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Hi-Tech Pharmacial Co., Inc. all of Assignor's right, title and interest in and to the Trademark (including the federal registration therefor, registration number 3,083,169), together with the goodwill of the business symbolized by the Trademark and common law rights thereto, the same to be held and enjoyed by Hi-Tech Pharmacial Co., Inc., for its own use and benefit and that of its successors, assigns and legal representatives, together with all claims for damages by reason of past infringement thereof, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives.

Assignor represents and warrants to Hi-Tech Pharmacial Co., Inc. that it has full right, power and authority to make this assignment to Hi-Tech Pharmacial Co., Inc. in the manner set forth above, and that Assignor is transferring to Hi-Tech Pharmacial Co., Inc. all of Assignor's title, if any, to the Trademark, free and clear of all liens, security interests, claims, interests, options, encumbrances, or indebtedness of any kind.

Assignor does hereby covenant and agree to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer to Hi-Tech Pharmacal Co., Inc., any and all interest in and to the Trademark.

PROETHIC PHARMACEUTICALS, INC.

  
Benjamin Stakely, President

  
Witness:

  
Date