

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDLOTHIAN LABORATORIES, LLC		12/27/2007	LIMITED LIABILITY COMPANY: ALABAMA
RECEIVING PARTY DATA			
Name:	Hi-Tech Pharmacal Co., Inc.		
Street Address:	369 Bayview Avenue		
City:	Amityville		
State/Country:	NEW YORK		
Postal Code:	11701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3109732	FOLAMIN	
Registration Number:	3332878	D-TANN	
Registration Number:	2933865	FOLCAPS	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5712		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-940-8712		
Email:	linda.chan@kattenlaw.com		
Correspondent Name:	Linda S. Chan		
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Address Line 2:	Katten Muchin Rosenman LLP		
Address Line 4:	New York, NEW YORK 10022-2585		
ATTORNEY DOCKET NUMBER:	100642-00097		
NAME OF SUBMITTER:	Linda S. Chan		

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Signature:	/Linda S. Chan/
Date:	01/03/2008
Total Attachments: 4 source=Midlothian assignment#page1.tif source=Midlothian assignment#page2.tif source=Midlothian assignment#page3.tif source=Midlothian assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS, AND PATENT RIGHTS

THIS ASSIGNMENT OF TRADEMARKS, SERVICEMARKS AND PATENT RIGHTS (hereinafter referred to as "Assignment") is made and entered into, and shall be effective, as of the 27 day of December, 2007, by **MIDLOTHIAN LABORATORIES, LLC**, an Alabama limited liability company with an address at 5323 Perimeter Parkway Court, Montgomery, Alabama 36116 (hereinafter referred to as "ASSIGNOR"), in favor of **HI-TECH PHARMACAL CO., INC.**, a Delaware corporation with an address at 369 Bayview Avenue, Amityville, New York 11701 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and is the owner of the entire right, title and interest in and to certain trademarks, service marks and trade names, and registrations and pending applications therefor related to the business of developing, marketing, distributing and selling pharmaceutical products (collectively, the "Marks"), including, but not limited to the marks listed on Schedule A hereto and made a part hereof and the priority rights associated therewith; and

WHEREAS, the said ASSIGNOR desires to transfer, assign, convey, deliver, set over and vest all of said rights, titles and interests of the Marks for the United States and worldwide unto and ASSIGNEE; and

WHEREAS, ASSIGNEE desires to receive from ASSIGNOR all of said right, title and interests in the Scheduled Marks;

WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, or a portion thereof, to which the Scheduled Marks pertain, and that business is existing and ongoing;

WHEREAS, ASSIGNOR owns rights to U.S. Provisional Patent Application No. 60/984,034, filed October 31, 2007, entitled "Shelf Stable Famotidine Granulates for Oral Suspensions";

WHEREAS, ASSIGNEE desires to acquire ASSIGNORS' entire right, title and interest in application 60/984,034;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby assign, convey, transfer, deliver, set over and vest to and in ASSIGNEE, its successors and assigns, absolutely and forever, this entire right, title and interest, whether statutory or common law, in and to the Marks, and all the rights and privileges related thereto including but not limited to the priority rights arising from said application and mark, the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement and dilution, together with that part of the goodwill of the business connected with the use of and symbolized by said Marks throughout the world.

ASSIGNOR agrees to execute and deliver at the request of ASSIGNEE, all papers, instruments, and assignments, and to perform any other reasonable acts the ASSIGNEE may require in order to vest all ASSIGNOR's rights, title, and interest in and to the Marks in the ASSIGNEE and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR, by these presents does sell, assign, and transfer unto ASSIGNEE its full and entire right, title, and interest in and to application 60/984,034, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said application, preparatory to obtaining Letters Patent of the United States therefor; and we hereby request the Director of the U.S. Patent and Trademark Office to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to ASSIGNEE, for its interest and for the use and benefit of ASSIGNEE and its assigns and legal representatives;

ASSIGNOR further agrees to sign all lawful papers, execute all division, continuing, reissue, and other applications, make all assignments and rightful oaths, and generally do

everything possible to aid ASSIGNEE, its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in the United States and around the world.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused these presents to be executed by their duly authorized officers or agents on this 27 day of Dec, 2007.

ASSIGNOR: Midlothian Laboratories, LLC

By: 
Bryce M. Harvey, Manager

SCHEDULE A

Mark	U.S. Trademark Reg. No.
FOLAMIN	3,109,732
D-TANN	3,332,878
FOLCAPS	2,933,865

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