

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/05/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KVD Pharma, Inc.		12/05/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Amneal Pharmaceuticals, L.L.C.
Street Address:	209 McLean Boulevard
City:	Paterson
State/Country:	NEW JERSEY
Postal Code:	07504
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77097968	GENEXA

CORRESPONDENCE DATA

Fax Number: (973)379-7734
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973-379-4800
 Email: jtaub@budd-larner.com
 Correspondent Name: Benjamin G. Taub, Esq.
 Address Line 1: 150 John F. Kennedy Parkway
 Address Line 4: Short Hills, NEW JERSEY 07078

ATTORNEY DOCKET NUMBER:	10573-1
NAME OF SUBMITTER:	Benuamin G. Taub, Esq.
Signature:	/s/ Benjamin G. Taub

Date:

02/11/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is dated as of December 5, 2007, by KVD Pharma, Inc., a New Jersey corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Amneal Pharmaceuticals, L.L.C., a Delaware limited liability company ("Assignee") have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, Assignor has certain rights in a trademark which is unregistered, registered, or for which Assignor has filed applications for registration, in the United States Patent and Trademark Office (the "USPTO"), as set forth on Exhibit A hereto (the "Trademark"); and

WHEREAS, pursuant to the provisions of the Purchase Agreement, Assignee desires to acquire the Trademark;

NOW, THEREFORE, in consideration of and in exchange for the consideration paid to Assignor under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee, its successors or assigns, its entire right, title and interest in and to the Trademark, and all related United States registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Trademark and any right to sue for and recover for past infringement thereof.
2. Issuance of Certificates of Registration. The Commissioner of Patents and Trademarks is requested to issue the certificates of registration in respect of the Trademark to Assignee.
3. Representations and Warranties. Assignor, for itself and its successors and assigns, covenants and agrees to and with Assignee, and its successors and assigns, that the representations and warranties of Assignor in Article III of the Purchase Agreement, insofar as they relate to the Trademark, are hereby incorporated herein by reference.
4. No Continued Use of Trademark by Assignor. Immediately upon the execution of this Agreement, Assignee shall have the exclusive and sole right to use the Trademark. Assignor's right to use the Trademark shall immediately cease upon execution of this Agreement and Assignor shall not be entitled to the continued use of the Trademark after the Effective Date.

5. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed. Such cooperation by Assignor shall include, but not be limited to, the production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed reasonably necessary or desirable by Assignee, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing any and all necessary documents, instrument and applications with any governmental agency with respect to the Trademark, including all documents which must be filed with the USPTO to further effect this agreement; and (c) for any legal proceedings involving the Trademark, including any infringement actions pertaining to the Trademark.

6. Governing Law. This Agreement shall be construed, enforced, and governed by the internal laws of the State of New Jersey, without regard to its conflict of laws principles.

7. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective heirs, legatees, legal representatives, successors, transferees and permitted assigns.

8. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its corporate name by its duly authorized officer as of the day and year first above written.

ASSIGNOR:

KVD PHARMA, INC.

By: *[Signature]*
Name: *Charles Hambrokh*
Title: *Chairman & CEO*

ANNEX A


TRADEMARK

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
GENEXA	77/097,968	February 2, 2007

STATE OF New Jersey)
) SS:
COUNTY OF Essex)

BEFORE ME, a ^{Attorney}~~Notary Public~~ in and for said ~~County and~~ State, personally appeared Kamlesh Haribhakti, CEO/Pres of KVD Pharma, Inc., who acknowledged that he did sign the foregoing Trademark Assignment as the duly authorized officer of KVD Pharma, Inc. and that the same was its free corporate act and deed and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5 day of December, 2007.


~~Notary Public~~ Attorney At Law
Robert Loewend State of New Jersey
My commission expires: _____

(Notary Seal)