

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Qualitest Pharmaceuticals, Inc.		10/31/2007	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Generics Bidco I, LLC
Street Address:	130 Vintage Drive
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35811
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3284079	ZOTANE
Registration Number:	2751263	PROCTOSERT
Registration Number:	2610589	PROCOF
Registration Number:	2595594	SULFAZINE
Registration Number:	2629041	AZO-SEPTIC
Registration Number:	2499673	QUALITEST
Registration Number:	2502945	MEPERITAB
Registration Number:	1902162	ACCUSURE

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 446-4800
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley M. Smith, Sr. Legal Assistant
 Address Line 1: Kirkland & Ellis LLP

CH \$215.00 3284079

Address Line 2: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40087-8 H.SMITH - BIDCO I
NAME OF SUBMITTER:	Hayley M. Smith
Signature:	//Hayley M. Smith//
Date:	05/29/2008

Total Attachments: 4

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ASSIGNMENT

This ASSIGNMENT ("Assignment"), is entered into and effective as of October 31, 2007 ("Effective Date"), by Qualitest Pharmaceuticals, Inc., an Alabama corporation ("Assignor"), for the benefit of Generics Bidco I, LLC, a Delaware limited liability company ("Assignee"). Reference is herein made to the Purchase Agreement, dated as of September 13, 2007 ("Purchase Agreement"), by and among Generics International (US), Inc., Generics Bidco I, LLC, Generics Bidco II, LLC, and William S. Propst, Sr., VP Investment, LLC, Propst Holding Company, LP, QV Pharmaceuticals, Inc., Qualitest Pharmaceuticals, Inc. and Vintage Pharmaceuticals, Inc. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor owns the trademarks and registrations listed in Schedule A to this Assignment, which is attached hereto and incorporated by reference herein (hereinafter "Marks"), free from any encumbrance or third-party interest; and

WHEREAS, Assignee is acquiring all of the business associated with, and the rights, title and interest in and to the Marks pursuant to the Purchase Agreement and desires to own the Marks of Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Marks identified in Schedule A, and all of the goodwill associated therewith, including, without limitation, all common law rights associated therewith, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, together with all income, royalties, damages

or payments due or payable as of the Effective Date, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Marks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

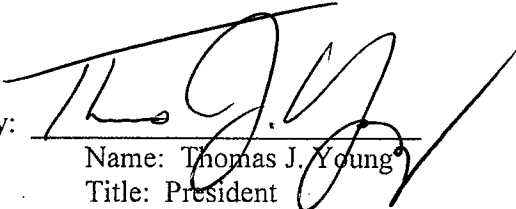
Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance, as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving its rights in, to or under any of the Marks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor hereby executes this Assignment as of the Effective Date.

QUALITEST PHARMACEUTICALS, INC.

By: 
Name: Thomas J. Young
Title: President

SCHEDULE A

QUALITEST PHARMACEUTICALS, INC. TRADEMARKS

Trademark	Registration No.	Filing Date	Country
ZOTANE	3,284,079	March 11, 2002	USA
PROCTOSERT	2,751,263	May 13, 2002	USA
PROCOF	2,610,589	January 12, 2001	USA
SULFAZINE	2,595,594	August 24, 2000	USA
AZO-SEPTIC	2,629,041	August 2, 2000	USA
QUALITEST	2,499,673	December 27, 1999	USA
MEPERITAB	2,502,945	December 6, 1999	USA
ACCUSURE	1,902,162	October 18, 1993	USA