

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck & Co., Inc.		05/19/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Taro Pharmaceuticals U.S.A., Inc.		
Street Address:	3 Skyline Drive		
City:	Hawthorne		
State/Country:	NEW YORK		
Postal Code:	10532		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0710482	DARANIDE	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademarkdocket@venable.com		
Correspondent Name:	Marcia A. Auberger		
Address Line 1:	P. O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	32308-260267		
NAME OF SUBMITTER:	Marcia A. Auberger		
Signature:	/Marcia A. Auberger/		
Date:	06/10/2008		

CH \$40.00 0710482

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter the "**Assignment**") made effective as of May 19, 2008, by, between and among Merck & Co., Inc., a New Jersey corporation (hereinafter "**Assignor**"), and Taro Pharmaceuticals U.S.A., Inc., a New York corporation (hereinafter "**Assignee**").

WHEREAS, the parties have entered into that certain Asset Purchase and Sale Agreement dated as of May 12, 2008 (the "**Purchase and Sale Agreement**") regarding the sale of certain assets related to the Product; and

WHEREAS, in connection with the transactions contemplated by the Purchase and Sale Agreement, the Parties have decided to enter into a formal agreement assigning to Assignee the DARANIDE trademark, *Registration No. 710482 dated January 31, 1961*, (the "**Assigned DARANIDE Trademark**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Except as otherwise set forth herein, capitalized terms shall have the meaning provided in the Purchase and Sale Agreement.

2. ASSIGNMENT

2.1 Assignor does hereby assign to Assignee all rights, title and interest in and to the Assigned DARANIDE Trademark in the Territory, the goodwill of the business symbolized by said Assigned DARANIDE Trademark, along with the registration of such Assigned DARANIDE Trademark in the Territory.

3. MISCELLANEOUS

3.1 Representations, Warranties, Covenants and Indemnification Provisions of Purchase and Sale Agreement. The representations, warranties and covenants relating to the Assigned DARANIDE Trademark contained in the Purchase and Sale Agreement, and the indemnification provisions relating thereto, shall apply to this Assignment.

3.2 Incorporation of the Purchase and Sale Agreement. The Parties expressly acknowledge and agree that the provisions of the Purchase and Sale Agreement are incorporated by reference herein, or by their terms otherwise apply hereto, and further agree that such provisions shall be given full effect in interpreting and enforcing this Assignment. In the event of any inconsistency between this Assignment and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

Restricted
R Confidential
Limited access

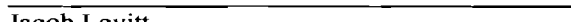
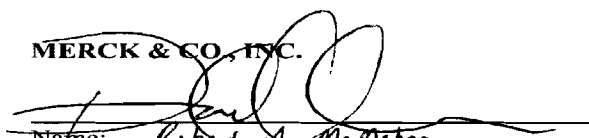
3.3 Further Assurances. Each Party shall take (or cause its Affiliates to take) such further actions, including but not limited to, the execution and delivery of (or causing such party's Affiliates or designees to execute and deliver) additional documents, reasonably requested by the other Party, to effect the grant of the assignment of the Assigned DARANIDE Trademark in accordance with the intent of the Purchase and Sale Agreement and this Assignment, including execution and delivery of such documents relating to DARANIDE in the Territory.

3.4 Counterparts. This Assignment may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed in two originals.

MERCK & CO., INC.

TARO PHARMACEUTICALS U.S.A., INC.



Name: *Robert A. McMahon*
Title: *Sr. Vice President, US Pharmaceuticals*

Jacob Levitt
Vice President

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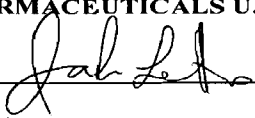
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MERCK & CO., INC.

Name:
Title:

TARO PHARMACEUTICALS U.S.A., INC.



Jacob Levitt
Vice President