

**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>    |
| Interpharm, Inc.                 |  | 06/23/2008            | CORPORATION: NEW YORK |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Amneal Pharmaceuticals of New York, LLC  |                       |                       |
| <b>Street Address:</b>           | 75 Adams Avenue  |                       |                       |
| <b>City:</b>                     | Hauppauge  |                       |                       |
| <b>State/Country:</b>            | NEW YORK   |                       |                       |
| <b>Postal Code:</b>              | 11788  |                       |                       |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 2978031  | REPREXAIN             |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (973)379-7734  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 973-379-4800   |                       |                       |
| <b>Email:</b>                    | jtaub@budd-larner.com  |                       |                       |
| <b>Correspondent Name:</b>       | Benjamin G. Taub   |                       |                       |
| <b>Address Line 1:</b>           | 150 John F. Kennedy Parkway  |                       |                       |
| <b>Address Line 4:</b>           | Short Hills, NEW JERSEY 07078-2703   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 11342-1A   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Benjamin G. Taub   |                       |                       |
| <b>Signature:</b>                | /Benjamin G. Taub/   |                       |                       |
| <b>Date:</b>                     | 07/09/2008   |                       |                       |

OP \$40.00 2978031

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is dated as of June 23, 2008, by Interpharm, Inc., a New York corporation ("Assignor").

### WITNESSETH:

**WHEREAS**, Assignor and Amneal Pharmaceuticals of New York, LLC, a Delaware limited liability company ("Assignee") have entered into that certain Asset Purchase Agreement dated April 24, 2008, as amended by the First Amendment date May 2, 2008 and that Second Amendment dated May 29, 2008 (as amended, the "Purchase Agreement");

**WHEREAS**, Assignor has certain rights in a trademark which is registered 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. 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.

3. No Continued Use of Trademark by Assignor. Immediately upon the execution of this Assignment, 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 Assignment and Assignor shall not be entitled to the continued use of the Trademark after the date hereof.

4. 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 Assignment; and (c) for any legal proceedings involving the Trademark, including any infringement actions pertaining to the Trademark.

5. Governing Law. This Assignment shall be construed, enforced, and governed by the internal laws of the State of Delaware, without regard to its conflict of laws principles.

6. Binding Effect. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment 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.

7. Severability. Every provision of this Assignment 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 Assignment.

*[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:

INTERPHARM, INC.

By: *Pullenzo*  
Name: *PETER BIAUORTAZO*  
Title: *COO/CFO*

ANNEX A


TRADEMARK

| <u>Trademark</u> | <u>Registration No.</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------------|-------------------|--------------------|
| REPREXAIN        | 2,978,031               | 76/584,625        | March 25, 2004     |

STATE OF New York )  
COUNTY OF New York ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Peter Giallorenzo, COO/CEO of Interpharm, Inc., who acknowledged that he did sign the foregoing Trademark Assignment as the duly authorized officer of Interpharm, 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 23<sup>rd</sup> day of June, 2008.

  
\_\_\_\_\_  
Notary Public

LI BING WU  
NOTARY PUBLIC, State of New York  
No. 02WU6181734  
Qualified in New York County  
Commission Expires Feb. 11, 2012

My commission expires: \_\_\_\_\_

(Notary Seal)