

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.		09/30/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Paddock Laboratories, Inc.		
Street Address:	3940 Quebec Avenue N.		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55427		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0925790	MIDAMOR	
CORRESPONDENCE DATA			
Fax Number:	(212)588-0500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2125880800		
Email:	docket@flhlaw.com		
Correspondent Name:	Frommer Lawrence & Haug LLP		
Address Line 1:	745 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10151		
ATTORNEY DOCKET NUMBER:	544965-100		
NAME OF SUBMITTER:	Marilyn Matthes Brogan		
Signature:	/marilyn matthes brogan/		
Date:	02/10/2009		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT made effective as of September 30, 2008, by and between **Merck & Co., Inc.**, a corporation organized under the laws of the State of New Jersey (hereinafter "**Assignor**"), and **Paddock Laboratories, Inc.**, a corporation organized under the laws of the State of Minnesota (hereinafter "**Assignee**").

WHEREAS, the Parties have entered into that certain Asset Purchase and Sale Agreement dated as of September 30, 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 trademark registration set forth on **Exhibit A** (the "**Assigned 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 its rights, title and interest in and to the Assigned Trademark in the Territory, the goodwill of the business symbolized by said Assigned Trademark, along with the registration of such Assigned Trademark in the Territory.

2.2 The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its Affiliates had this assignment not been made.

3. MISCELLANEOUS

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

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 Trademark Assignment Agreement. In the event of any inconsistency between this Trademark Assignment Agreement and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.

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 Trademark in accordance with the intent of the Purchase and Sale Agreement and this Trademark Assignment Agreement, including execution and delivery of such documents relating to the Assigned Trademark in the Territory.

3.4 Applicable Law. This Trademark Assignment Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of New York without reference to any rules of conflict of laws or renvoi.

3.5 Counterparts. This Trademark Assignment Agreement 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 Trademark Assignment Agreement to be duly executed in two (2) originals.

MERCK & CO., INC.

By: _____

Name: ROBERT A. McMATTON

Title: PRESIDENT, COMMERCIAL OPERATIONS - U.S.

PADDOCK LABORATORIES, INC

By: _____

Name: Michael Graves

Title: CEO



EXHIBIT A
Assigned Trademark

Country	Trademark	Registration Number
US	MIDAMOR	0925790