

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
Esrubar, L.P.		08/31/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Mission Pharmacal Company		
Street Address:	10999 IH 10 West, Suite 1000		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3177738	DR. SMITH'S RASH 'N ALL OINTMENT	
Registration Number:	3451789	DR. SMITH'S	
Registration Number:	1990055	DR. SMITH'S DIAPER OINTMENT	
Registration Number:	2001200	DR. SMITH'S DIAPER OINTMENT	
CORRESPONDENCE DATA			
Fax Number:	(210)226-8395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	210-554-5450		
Email:	ipdocket@coxsmith.com		
Correspondent Name:	Pamela B. Huff		
Address Line 1:	112 East Pecan Street, Suite 1800		
Address Line 2:	Cox Smith Matthews Incorporated		
Address Line 4:	San Antonio, TEXAS 78205		
ATTORNEY DOCKET NUMBER:	21262.810		

OP \$115.00 3177738

NAME OF SUBMITTER:	Pamela B. Huff
Signature:	/pbhuff35901/
Date:	09/30/2009
Total Attachments: 4 source=DrSmithAssign#page1.tif source=DrSmithAssign#page2.tif source=DrSmithAssign#page3.tif source=DrSmithAssign#page4.tif	

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (the "Agreement") is entered into as of August 31, 2009, by and between ESRUBAR, L.P., a Texas limited partnership by ESRUBAR MANAGEMENT, L.L.C., its General Partner, having a principal place of business at 313 Towne Vue, San Antonio, Texas 78213 ("Esrubar"), and MISSION PHARMACAL COMPANY ("Mission"), a Texas corporation with offices at 10999 IH-10 West, Ste. 1000, San Antonio, Texas 78230. The two parties to this Agreement may be referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Esrubar is engaged in the business of developing, marketing and selling pharmaceutical products and owns certain rights related to the unpatented products listed on Exhibit A hereto (the "Products"); and

WHEREAS, the Parties hereto intend that Esrubar shall sell to Mission, and Mission shall purchase from Esrubar, certain assets related to the Products upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, and intending to be legally bound, the Parties do hereby agree as follows:

ARTICLE 1

Purchase and Sale of Assets

1.1 Sale of Assets. Pursuant to the terms and conditions set forth in this Agreement, Esrubar agrees to sell, convey, assign, grant, transfer and deliver to Mission, and Mission agrees to purchase, acquire and receive from Esrubar on the Closing Date (as defined below), Esrubar's entire interest in all of the following assets related to the Products (collectively, the "Assets") in the United States (including its territories and possessions, the "Territory");

1.1.1 Information and Know-How. All technical information, regulatory correspondence and information specifically relating to the development, manufacture, packaging, use or sale of the Products in the Territory owned or possessed by Esrubar on the Closing Date (collectively, the "Information"). The Information, to the extent such Information has not previously been provided to Mission, shall be transferred by Esrubar as soon as practicable after the Closing Date.

1.1.2 Included Intellectual Property. All intellectual property and contracts identified in Exhibit B, subject to Section 1.2 below.

1.1.3 Goodwill. Any goodwill associated with the Products in the Territory, subject to Section 1.2 below.

1.1.5 Marketing materials. All marketing materials relating to the Products and any written materials discussing or referencing the Products, whether or not previously used. Such marketing materials shall include all print, video, photographic and electronic media as well as any marketing or sales data, public relations, brand books, creative briefs, strategic marketing plans, strategic maps, medical meeting displays, quantitative or qualitative research, prescriber or consumer focus group findings, managed care documentation and contacts, all customer lists and customer contact information.

1.1.6 FDA regulatory materials. All FDA regulatory materials related to the Products.

1.1.7 Business records. All business records, including books, accountings, client lists and sales records relating to the Products for the ten (10) years immediately prior to the Closing Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

ESRUBAR, L.P.

a Texas limited partnership by

ESRUBAR MANAGEMENT, L.L.C.

Its General Partner

By: 

Name: Martin Rubin

Title: Manager

MISSION PHARMACAL COMPANY

By: 

Name: Thomas J. Dooley

Title: Chief Financial Officer

EXHIBIT B

INCLUDED INTELLECTUAL PROPERTY AND CONTRACTS

Trademarks

No.	Country	Trademark	Application No. Registration No.	Filing Date Registration Date	Status
1	United States	DR. SMITH'S RASH 'N ALL OINTMENT	78/357,196 3,177,738	2004-01-25 2006-11-28	Registered
2	United States	DR. SMITH'S	76/681,663 3,451,789	2007-09-10 2008-06-24	Registered
3	United States	DR. SMITH'S DIAPER OINTMENT	74/721,653 1,990,055	1995-08-28 1996-07-30	Registered
4	United States	DR. SMITH'S DIAPER OINTMENT & Design	74/72,1414 2,001,200	1995-08-28 1996-09-17	Registered