

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleming & Company, Pharmaceuticals		01/26/2010	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Par Pharmaceutical, Inc.		
Street Address:	300 Tice Boulevard		
City:	Woodcliff Lake		
State/Country:	NEW JERSEY		
Postal Code:	07677		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419623	CALOMIST	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-857-6000		
Email:	koines.kristen@arentfox.com		
Correspondent Name:	David S. Modzeleski, Esq.		
Address Line 1:	1050 Connecticut Ave., NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	027273.00000/3419623		
NAME OF SUBMITTER:	David S. Modzeleski		
Signature:	/David S. Modzeleski/		
Date:	04/28/2010		

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Total Attachments: 4

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EXECUTION COPY

TRADEMARK ASSIGNMENT

WHEREAS, Fleming & Company, Pharmaceuticals, a Missouri corporation, having offices at 1733 Gilsinn Lane, Fenton, MO 63026 ("Assignor"), wishes to assign its rights, title, and interest in and to, together with the goodwill of the business associated with and symbolized by the trademarks identified on Schedule A attached hereto (the "Trademarks");

WHEREAS, Par Pharmaceutical, Inc., a Delaware corporation, having offices at 300 Tice Boulevard, Woodcliff Lake, NJ 07677 ("Assignee"), is desirous of acquiring from Assignor such rights, title, and interest in and to the Trademarks.

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement with Assignor, dated as of January 26, 2010 (the "Purchase Agreement") pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to transfer to Assignee, among other things, all of Assignor's right, title and interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby irrevocably sell, assign, transfer and set over unto Assignee, its successors and assigns, its entire right, title, and interest in and to the Trademarks, therewith and symbolized by the Trademarks, with all rights for recovery, damages and profits for past infringements, if any and Assignor further assigns to Assignee all rights to sue and receive all damages accruing from the past and future infringements of the Trademarks.
2. Assignor hereby authorizes the Deputy Commissioner of Trademark Operations, and any official of any country or countries foreign to the United States whose duty it is to issue trademarks or equivalent registrations on applications for such as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument and the Purchase Agreement.
3. In the event of any conflicts between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on this 26th day of January, 2010.

FLEMING & COMPANY, PHARMACEUTICALS

Dated: 1-26-2010

By: 

Name: Phillip W. Dritsas

Title: President

{Signature Page to Trademark Assignment}

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

On this, the 26th day of January, 2010, before me personally came Phillip W. Dritsas, to me known, who, being by me duly sworn, did depose and say that he is the President of Fleming & Company, Pharmaceuticals, the company described in and which executed the foregoing instrument, and that he/she signed his name thereto by order of said company.

Subscribed and sworn to before me
this 26th day of January, 2010

Geraldine L. Baum
Notary Public



GERALDINE L. BAUM
My Commission Expires
April 14, 2013
St. Louis County
Commission #09771243

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CALOMIST	United States			3419623	04/29/2008