

**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>
Hi-Tech Pharmacal Co		05/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metrics, Inc.		
<b>Street Address:</b>	1240 Sugg Parkway		
<b>City:</b>	Greenville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27834		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3548022	MIDLOTHIAN LABORATORIES	
Registration Number:	3109732	FOLAMIN	
Registration Number:	3332878	D-TANN	
Registration Number:	2933865	FOLCAPS	
Registration Number:	3083169	FOLTABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-821-6734		
<b>Email:</b>	bfricks@smithlaw.com		
<b>Correspondent Name:</b>	Blake Simpson Fricks		
<b>Address Line 1:</b>	PO Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>NAME OF SUBMITTER:</b>	Blake Simpson Fricks		

OP \$140.00 3548022

900199848

**TRADEMARK**  
 REEL: 004605 FRAME: 0904

Signature:	/Blake Simpson Fricks/
Date:	08/16/2011
<b>Total Attachments: 6</b> source=Assignment of Hi-Tech marks#page1.tif source=Assignment of Hi-Tech marks#page2.tif source=Assignment of Hi-Tech marks#page3.tif source=Assignment of Hi-Tech marks#page4.tif source=Assignment of Hi-Tech marks#page5.tif source=Assignment of Hi-Tech marks#page6.tif	

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAME

This Assignment of Trademarks and Domain Name (this "*Assignment*") is made and entered into by Hi-Tech Pharmacal Co., Inc., a Delaware corporation ("*Assignor*") and Metrics, Inc., a North Carolina corporation ("*Assignee*").

**WHEREAS**, Assignor is the sole owner of all rights, title and interest in and to the trademarks and the registrations therefor, set forth on **Schedule A**, and the goodwill of the business associated therewith and symbolized thereby (the "*Trademarks*"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore; and

**WHEREAS**, Assignor uses, and, as registrant of, owns certain rights in connection with, the domain name and the registration corresponding thereto as set forth on **Schedule B** (the "*Domain Name*"); and

**WHEREAS**, Assignee and Assignor are parties to an Asset Purchase Agreement effective of May 1, 2011 (the "*Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation all of Assignor's rights, title and interest in and to the Trademarks and the Domain Name, and, pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

**WHEREAS**, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide rights, title and interest in, to and under the Trademarks and Domain Name.

**NOW, THEREFORE**, in consideration of the payment of the purchase price set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, all its rights, title and interest in, to and under the Trademarks and Domain Name, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of any of the Trademarks and/or the Domain Name, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or

unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Trademarks and Domain Name and all rights appurtenant thereto to Assignee, its successors or assigns.

3. Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to such Trademarks in the name of Assignee.

4. This Assignment is subject to the terms and conditions of the Agreement, which are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall prevail.

5. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Assignment may not be amended or modified without the prior written agreement of both parties hereto.

This Assignment is effective as of May 1, 2011.

*[Signature Page Follows]*

*[Signature Page to Assignment of Trademarks and Domain Name]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

**Assignor:**

**HI-TECH PHARMACAL CO., INC.**

By: \_\_\_\_\_

Name: David Seltzer

Title: President

**Assignee:**

**METRICS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TRADEMARK**

**REEL: 004605 FRAME: 0908**

*[Signature Page to Assignment of Trademarks and Domain Name]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

**Assignor:**

**HI-TECH PHARMACAL CO., INC.**

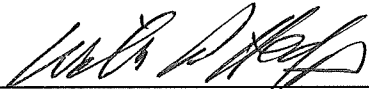
By: \_\_\_\_\_

Name: David Seltzer

Title: President

**Assignee:**

**METRICS, INC.**

By:  \_\_\_\_\_

Name: William P Hodges

Title: President

**Schedule A**

Registered Marks:

Name	Description	Date Registered	Jurisdiction	Registration Number
Midlothian Laboratories	Name	12/16/2008	US	#3548022
Folamin	Drug Name	6/27/2006	US	#3109732
D-Tann	Drug Name	11/6/2007	US	#3332878
Folcaps	Drug Name	3/15/2005	US	#2933865
Foltabs	Drug Name	4/18/2006	US	#3083169

**Schedule B**

<b>Domain Name</b>	<b>Registrar</b>
midlothianlabs.com	Network Solutions, LLC