

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
Mallinckrodt LLC		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Hi-Tech Pharmacal Co., Inc.		
Street Address:	369 Bayview Ave.		
City:	Amityville		
State/Country:	NEW YORK		
Postal Code:	11701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3261803	TUSSICAPS	
Registration Number:	3606459	TUSSICAPS	
CORRESPONDENCE DATA			
Fax Number:	(847)808-7238		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8478085500		
Email:	sswidler@iphorgan.net		
Correspondent Name:	Sean S. Swidler/IpHorgan Ltd.		
Address Line 1:	1130 Lake Cook Rd.		
Address Line 2:	Suite 240		
Address Line 4:	Buffalo Grove, ILLINOIS 60089		
ATTORNEY DOCKET NUMBER:	HIT 0001 US		
NAME OF SUBMITTER:	Sean S. Swidler		
Signature:	/sss/		

OP \$65.00 3261803

Date:

09/08/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, Mallinckrodt LLC., a Delaware limited liability company having a business address of 675 McDonnell Blvd., Hazelwood, MO 63042 and herein referred to as "ASSIGNOR", hereby, transfers, assigns, and conveys to Hi-Tech Pharmacal Co., Inc., a Delaware corporation having a business address of 369 Bayview Ave., Amityville, NY 11701, herein after referred to as "ASSIGNEE," ASSIGNOR's entire right, title and interest in and to the United States Trademark Registrations identified in the attached Schedule A and collectively referred to as the TRADEMARKS, all common law trademark rights to the TRADEMARKS, as well as any goodwill associated with the business symbolized by the TRADEMARKS; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States trademark (or service mark) registrations which may issue on the same in the future.

ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances and that to the best of its knowledge no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of the TRADEMARKS, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to the TRADEMARKS.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations or renewal registrations to ASSIGNEE, its successors and/or assigns.

This TRADEMARK ASSIGNMENT AGREEMENT may be executed in one or more counterparts, each which will be deemed an original, but all of which together will constitute one in the same instrument.

ASSIGNOR and ASSIGNEE hereby grant to IPHORGAN LTD., located at 1130 Lake Cook Rd., Suite 240, Buffalo Grove, Illinois 60089, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office.

ASSIGNOR:

ASSIGNEE:

Christine R. Cooke
MALLINCKRODT LLC

HI-TECH PHARMACAL CO., INC.

By: Christine R. Cooke
Assistant Secretary

By: *Carl Ditt*


Title: _____

Title: CEO

Date: SEP 8 - 2011

Date: 9/6/11

Schedule A - TRADEMARKS

	Mark	Reg. No. Reg. Date	Appl. No. Appl. Date	Intl. Class
1	TUSSICAPS	3261803 7/10/2007	78271526 7/8/2003	5
2	 (TUSSICAPS & Device)	3606459 4/14/2009	77058098 12/6/2006	5

TRADEMARK ASSIGNMENT AGREEMENT – Schedule A