

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
Blaine Company, Inc.		02/26/2010	CORPORATION: KENTUCKY
Blaine Pharmaceuticals, Inc.		02/26/2010	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Hi-Tech Pharmacal Co., Inc.		
Street Address:	369 Bayview Avenue		
City:	Amityville		
State/Country:	NEW YORK		
Postal Code:	11701		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2541622	MAGINEX	
Registration Number:	3272765	PHARMACEUTICAL GRADE	
CORRESPONDENCE DATA			
Fax Number:	(212)940-8987		
Phone:	(212) 940-8698		
Email:	michael.sarney@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael Sarney, Katten Muchin Rosenman		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	100642-00123		
NAME OF SUBMITTER:	Michael Sarney		
Signature:	/michael sarney/		

CH \$65.00 2541622

Date:

10/31/2011

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS

This **ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS**, dated as of February 26, 2010 (the "Agreement"), by and among **Hi-Tech Pharmacal Co., Inc.**, a Delaware corporation with offices at 369 Bayview Avenue, Amityville, New York 11701 ("Assignee"), and **Blaine Company, Inc.**, a Kentucky corporation with offices at 100 Crisler Avenue, Suite 102, Ft. Mitchell, KY 41017 ("Blaine") and **Blaine Pharmaceuticals, Inc.**, a Kentucky corporation with offices at 100 Crisler Avenue, Suite 102, Ft. Mitchell, KY 41017 ("Blaine Pharmaceuticals" and together with Blaine, the "Assignor"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, all of Assignor's right, title and interest in and to (a) the Products; and (b) all Intellectual Property owned or held by Assignor and related exclusively to the Products; and

WHEREAS, Assignor owns the registered trademarks and servicemarks set forth in Exhibit A ("Registered Marks"), attached hereto and fully incorporated herein; and

WHEREAS, Assignor desires to sell, transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Registered Marks, pursuant to this Agreement and the Asset Purchase Agreement.

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

1. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in and to the Registered Marks set forth in Exhibit A (and all renewals and extensions thereof), together with the goodwill of the business associated with or symbolized by the Registered Marks, and all rights to profits, damages and other relief for any past, present and future infringement of the Registered Marks, and the right to sue and collect the same for Assignee's own use and the benefit of Assignee's successors, assigns, or legal representatives.


2. Assignor hereby irrevocably assigns, transfers and conveys to the Assignee all of Assignor's worldwide right, title and interest in and to any other rights, unregistered or registered, in the names Maginex, Mag-Ox 400, Mag-Ox, Uro-Mag, Pharmaceutical Grade and Maginex (Canada) (the "Trademarks"), together with the goodwill of the business associated with or symbolized by the Trademarks, and all rights to profits, damages and other relief for any past, present and future infringement of rights in the Trademarks, and the right to sue and collect the same for the Assignee's own use and the benefit of the Assignee's successors, assigns, or legal representatives.

3. Assignor will execute and promptly deliver, or cause its Affiliates to execute and promptly deliver, any and all documents reasonably required for the assignment to Assignee of the Registered Marks in order to enable Assignor to record the assignment in the territories concerned. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recording of the assignment of the Registered Marks and to request the trademark offices in the territories concerned to issue to Assignee as the assignee of all right, title and interest in and to the Registered Marks, any and all documents covering the Registered Marks, or otherwise as Assignee would direct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.


BLAINE COMPANY, INC.

Assignor

By: 
Name: Alex Blaine
Title: Chief Executive Officer

BLAINE PHARMACEUTICALS, INC.

Assignor

By: 
Name: Alex Blaine
Title: CEO

HI-TECH PHARMACAL CO., INC.

Assignee

By: _____
Name: David Seltzer
Title: President and
Chief Executive Officer

3. Assignor will execute and promptly deliver, or cause its Affiliates to execute and promptly deliver, any and all documents reasonably required for the assignment to Assignee of the Registered Marks in order to enable Assignor to record the assignment in the territories concerned. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recording of the assignment of the Registered Marks and to request the trademark offices in the territories concerned to issue to Assignee as the assignee of all right, title and interest in and to the Registered Marks, any and all documents covering the Registered Marks, or otherwise as Assignee would direct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BLAINE COMPANY, INC.

Assignor

By: *Alex Blaine*
Name: Alex Blaine
Title: Chief Executive Officer

BLAINE PHARMACEUTICALS, INC.

Assignor

By: *Alex Blaine*
Name: Alex Blaine
Title: CEO

HI-TECH PHARMACAL CO., INC.

Assignee

By: *David Seltzer*
Name: David Seltzer
Title: President and
Chief Executive Officer

EXHIBIT A

U.S. TRADEMARKS:

MAG-OX 400	Registration No. 2,633,768
MAGINEX	Registration No. 2,541,622
URO-MAG	Registration No. 974,841
PHARMACEUTICAL GRADE and Design	Registration No. 3,272,765

FOREIGN TRADEMARKS

MAGINEX	(Canada)	Registration No. TMA641833
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OHIO
STATE OF NEW YORK)
COUNTY OF HAMILTON) ss:

On the 26 day of February in the year 2010 before me, the undersigned, personally appeared Alex Blaine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

APRIL L. BUTLER, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C. April L Butler
Notary Public

OHIO
STATE OF NEW YORK)
COUNTY OF HAMILTON) ss:

On the 26 day of February in the year 2010 before me, the undersigned, personally appeared Alex Blaine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

APRIL L. BUTLER, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C. April L Butler
Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the ___ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the ___ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the ___ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the 1 day of March in the year 2010 before me, the undersigned, personally appeared David Seltzer personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELLEN B. SOLOMON
Notary Public, State of New York
No. 01SO6124748
Qualified in Suffolk County
Commission Expires March 28, 20 13


Notary Public