

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
DRUGTECH CORPORATION		08/08/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZYNESHER PHARMACEUTICALS (USA) LLC		
Street Address:	13910 Saint Charles Rock Road		
City:	Bridgeton		
State/Country:	MISSOURI		
Postal Code:	63044		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77833035	DILITAZ	
Registration Number:	3269576	INVEAMP	
Registration Number:	1123580	MICRO-K	
Serial Number:	85058278	N	
Registration Number:	2500706	NITROQUICK	
Serial Number:	77833038	TIZEM	
CORRESPONDENCE DATA			
Fax Number:	(314)345-7600		
Phone:	314-345-7000		
Email:	kbastunas@senniger.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:	Senniger Powers LLP- Paul Fleischut/ksb		
Address Line 1:	100 North Broadway, 17th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		

OP \$165.00 77833035

ATTORNEY DOCKET NUMBER:	NSHP 9496
NAME OF SUBMITTER:	Paul I. J. Fleischut
Signature:	/paul fleischut/
Date:	10/31/2011
Total Attachments: 10 source=01614035#page1.tif source=01614035#page2.tif source=01614035#page3.tif source=01614035#page4.tif source=01614035#page5.tif source=01614035#page6.tif source=01614035#page7.tif source=01614035#page8.tif source=01614035#page9.tif source=01614035#page10.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“*Assignment*”), dated this 8th day of August 2011, is by and between Zynsher Pharmaceuticals (USA) LLC, a Missouri limited liability company (the “*Assignee*”) and K-V Pharmaceutical Company, a Delaware corporation (“*KV*”), Neshor Pharmaceuticals Inc., a Delaware corporation and a wholly owned subsidiary of KV (“*Neshor*”), and DrugTech Corporation, a Delaware corporation and a wholly owned subsidiary of KV (“*DrugTech*”) and, collectively with KV and Neshor, the “*Assignors*”).

WHEREAS, the parties hereto and Buyer Parent have entered into that certain Asset Purchase Agreement, dated June 17, 2011 (the “*Asset Purchase Agreement*”) pursuant to which Assignee and Buyer Parent purchased certain assets of Assignors, including, without limitation, the Intellectual Property set forth on *Annexure A* hereto (“*Assigned IP*”);

WHEREAS, Assignors are the sole and exclusive owners of all right, title and interest in and to the Assigned IP other than Computer Software and have a valid license to use the Assigned IP that is Computer Software;

WHEREAS, the Asset Purchase Agreement requires Assignors to assign to Assignee its entire right, title and interest in and to the Assigned IP; and

WHEREAS, Assignors and Assignee desire to effectuate such assignment pursuant to the terms and conditions set forth herein.

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

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. Assignment. Each Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Assigned IP, free and clear of all Liens, licenses and encumbrances, including without limitation any escrow of Assigned IP.
3. Right to Sue for Past Infringement. Assignors also assign to Assignee any and all claims for past damages by reason of past infringement or misappropriation of the Assigned IP, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Each Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
5. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, contains the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.
6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed and performed in such state, without giving effect to conflicts of laws principles.

8. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.


9. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[This space intentionally left blank; signature page follows.]

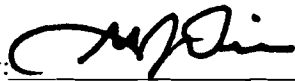
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNORS:


KV PHARMACEUTICAL COMPANY

By: 
Name: Gregory J. Divis
Title: President and CEO

NESHER PHARMACEUTICALS INC.

By: 
Name: Gregory J. Divis
Title: President

DRUGTECH CORPORATION

By: 
Name: Gregory J. Divis
Title: President

ASSIGNEE:

ZYNESHER PHARMACEUTICALS (USA) LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNORS:

KV PHARMACEUTICAL COMPANY

By: _____
Name:
Title:

NESHER PHARMACEUTICALS INC.

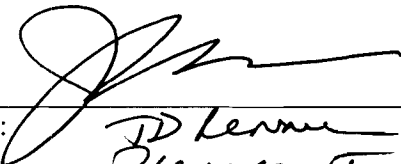
By: _____
Name:
Title:

DRUGTECH CORPORATION

By: _____
Name:
Title:

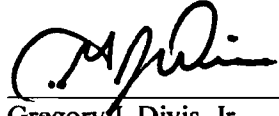
ASSIGNEE:

ZYNESHER PHARMACEUTICALS (USA) LLC

By: 
Name: JD Lerner
Title: President.

Signed and dated by Seller effective as of the Effective Date.

K-V Pharmaceutical Company

By: 
Name: Gregory J. Divis, Jr.
Title: President and Chief Executive Officer

NOTARY PUBLIC

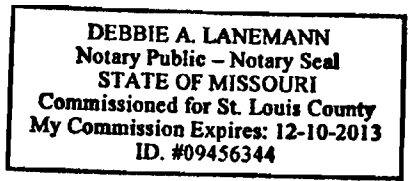
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 8th day of August, 2011, before me appeared Gregory J. Divis, Jr., to me personally known, who being by me duly sworn, did state that (s)he is authorized to sign the foregoing document on behalf of K-V Pharmaceutical Company, and that the statements made herein are true to the best of his/her knowledge, information and belief.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal in the County and State aforesaid, the date and year written above.


Notary Public

My Commission Expires:



ACKNOWLEDGMENT

STATE OF Missouri :
 :
 : SS.
COUNTY OF St. Louis :

Gregory J. Davis being duly sworn, says that he/she is the President of Neshor Pharmaceuticals Inc., a Delaware corporation, and acknowledges that he/she did sign said instrument on behalf of Neshor Pharmaceuticals Inc. pursuant to due authority.

Sworn to and subscribed
before me this 8th day
of August, 2011.

Debbie A. Lanemann
Notary Public

My commission expires: 12/10/13

(SEAL)

DEBBIE A. LANEMANN
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires: 12-10-2013
ID. #09456344

ACKNOWLEDGMENT

STATE OF Missouri :
 : ss.
COUNTY OF St. Louis :

Gregory J. Lewis being duly sworn, says that he/she is the President of DrugTech Corporation, a Delaware corporation, and acknowledges that he/she did sign said instrument on behalf of DrugTech Corporation pursuant to due authority.

Sworn to and subscribed
before me this 8th day
of August, 2011.

Debbie A. Lanemann
Notary Public:

My commission expires: 12/10/13

(SEAL)

DEBBIE A. LANEMANN
Notary Public – Notary Seal
STATE OF MISSOURI
Commissioned for St. Louis County
My Commission Expires: 12-10-2013
ID. #09456344

ACKNOWLEDGMENT

STATE OF NJ :
 :
 : ss.
COUNTY OF Morris :
 :

 JD Kenner , being duly sworn, says that he/she is the President of Zynesher Pharmaceuticals (USA) LLC, a Missouri limited liability company, and acknowledges that he/she did sign said instrument on behalf of Zynesher Pharmaceuticals (USA) LLC pursuant to due authority.

Sworn to and subscribed
before me this 8th day
of August , 2011.

 Susan Ferrara
Notary Public

My commission expires: _____

(SEAL)

SUSAN FERRARA
A Notary Public of New Jersey
My Commission Expires September 10, 2013

ANNEXURE A

ASSIGNED IP

Trademarks

Mark	Status	App. No.	Reg No.	Class	Ex-US Countries
DILITAZ	Allowed	77/833,035	-	5	None
EXTENCAPS	Registered (licensed From Pfizer)	78/085,425	2,625,202	5	None
INVEAMP	Registered	78/637,694	3,269,576	5	None
MICRO-K	Registered	73/179,777	1,123,580	5	Barbados Bermuda Canada Kuwait Nicaragua Paraguay South Africa Spain
NESHER	Allowed	77/962,857	-	5	None
NESHER "N" LOGO	Allowed	85/058,278	-	5	None
NESHER PHARMACEUTICALS	Allowed	77/962,859	-	5	None
TIZEM	Allowed	77/833,038	-	5	None
NITROQUICK	Registered	75/594,820	2,500,706	5	None

Domain Names

Domain Name	Current Registrar	Site Points To	Exp. Date
inveamp.com	Network Solutions via Miller Group	ethex.com	5/2/2014
microextencaps.com	Network Solutions via Miller Group	ther-rx.com	7/13/2013
neshher.com	Neshher.com	neshher.com	6/24/2013
neshherpharma.com	GoDaddy.com	n/a	3/15/2013
neshherpharmaceutical.com	GoDaddy.com	n/a	3/15/2013
neshherpharmaceuticals.com	GoDaddy.com	n/a	3/15/2013

Computer Software

Application
Andover
Easy Lobby

ONSSI
S2
Sage Auto Pilot
PC Compliance
Nesher.com
Bill DDS
Calibration Manager
Empower
Iris Spectral Processing
Kay System (Labwatch)
LIMS
LimsLink
Loftware
NWA
PYRIS Manager
TotalChrom
UV/Cary 50
Val Probe
Validator 2000
CDNA
AutoCad
MSDS
Omega CTXL
Omron Sysmac PLC
Spray Dryer Sw
TempTales
Trackwise