

**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>
Ferndale IP, Inc.		11/23/2011	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mission Pharmacal Company		
<b>Street Address:</b>	10999 IH 10 West, Suite 1000		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78230		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3349190	ELETONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(210)226-8395		
<b>Phone:</b>	210-554-5450		
<b>Email:</b>	ipdocket@coxsmith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Pamela B. Huff		
<b>Address Line 1:</b>	112 East Pecan Street, Suite 1800		
<b>Address Line 4:</b>	San Antonio, TEXAS 78205		
<b>ATTORNEY DOCKET NUMBER:</b>	21262.891		
<b>NAME OF SUBMITTER:</b>	Pamela B. Huff		
<b>Signature:</b>	/pbhuff35901/		
<b>Date:</b>	12/07/2011		

OP \$40.00 3349190

Total Attachments: 5

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (this "**Assignment**"), dated November 23, 2011, by Ferndale Laboratories, Inc., a Michigan corporation ("**FLI**") and Ferndale IP, Inc., a Michigan Corporation ("**Ferndale IP**", and collectively with FLI, ("**Assignor**"), in favor of Mission Pharmacal Company, a Texas corporation ("**Assignee**").

**RECITALS**

A. FLI and Assignee are parties to an Asset Purchase Agreement, dated as of November 23, 2011 (the "**Purchase Agreement**"). Capitalized terms used herein without further definition shall have the meanings ascribed to them in the Purchase Agreement unless the context requires otherwise.

B. In connection with the closing of the transactions contemplated by the Purchase Agreement, Assignor is selling, assigning, transferring, conveying, and delivering, and has covenanted to cause its Affiliates to sell, assign, transfer, convey, and deliver, to Assignee, and any such Affiliate's right, title and interest in and to the Acquired Assets which include certain Intellectual Property of Assignor as set forth in the Purchase Agreement.

C. Ferndale IP is an Affiliate of FLI and owns, may own, or have rights in the Intellectual Property being sold to and acquired by Assignee under the Purchase Agreement, including (including the Trademark Registration number 77045669, Purchased Know-How, and the Purchased Copyrights, the "**Acquired Intellectual Property**").

D. In consummation of the transactions contemplated under the Purchase Agreement, Assignor, contemporaneously with the execution and delivery of this Assignment, has executed and delivered to and in favor of Assignee a Bill of Sale, dated the date hereof (the "**Bill of Sale**") transferring the Acquired Assets.

E. Assignor and Assignee desire that the Bill of Sale be supplemented by this Assignment which pertains solely to the Acquired Intellectual Property.

**AGREEMENT**

In consideration of the facts set forth set in the Recitals, and the consideration paid and to be paid pursuant to the Purchase Agreement, Assignor hereby agrees with and for the benefit of Assignee as follows:

1. **ASSIGNMENT.** Assignor hereby assigns, sells, transfers and conveys to Assignee, its successors and assigns, all of Assignor's worldwide

right, title and interest in and to all of Assignor's Acquired Intellectual Property. Nothing in this Assignment shall be deemed to transfer to Assignee any Excluded Asset.

2. **FURTHER ASSURANCES.** At any time and from time to time after the date of this Assignment, Assignor, at the Assignee's request and without out of pocket expenses unless reimbursed by Assignee, will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments and assurances as necessary to grant, sell, convey, assign, set over to or vest in the Assignee any of the Acquired Intellectual Property.

3. **POWER OF ATTORNEY.** Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee, its successors or assigns, the true and lawful attorney (and agent-in-fact) of Assignor and its Affiliates with full power of substitution, for the benefit of Assignee, and except as may be limited by or otherwise provided for in the Purchase Agreement, to take any and all actions, to execute and deliver any and all documents and instruments and to institute and prosecute all proceedings, which Assignee may deem proper in order to document, record, collect, assert or enforce any claim, right or title of any kind in or to any of the Acquired Intellectual Property, to defend or compromise any and all actions, suits or proceedings in respect of any of the Acquired Intellectual Property, and to do all such acts and things in relation thereto as Assignee shall deem advisable. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Assignor or its Affiliates in any manner or for any reason.

4. **BINDING EFFECT.** This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective heirs, estates, personal representatives, successors and assigns.

5. **NO MODIFICATION.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit or amend any such rights and obligations of the parties hereto under the Purchase Agreement. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

6. **Notices.** All notices, requests, demands and other communications which are given under this Assignment shall be given in the manner, and to the respective addresses, set forth in Section 12.1 of the Purchase Agreement.

7. **No Third Party Beneficiaries.** This Assignment shall be binding upon and inure to the benefit of and be enforceable by Assignor and Assignee and their respective successors and permitted assigns. Nothing in this Assignment, expressed or implied, is intended to confer on any Person other than Assignor and Assignee or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Assignment.

8. **Amendments and Waivers.** Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision of this Assignment, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay by either Assignee or Assignor in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

10. **Invalidity.** If any provision of this Assignment, or the application thereof to any person or any circumstance, is held invalid, the remainder of this Assignment and the application of such provision to other circumstances shall not be affected by such invalidity, nor shall such invalidity affect the validity of such provision, or the application thereof, in any other jurisdiction.


11. **Counterparts; Facsimile Signature Pages.** This Assignment may be executed by each of Assignor and Assignee in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and which together shall constitute one and the same instrument. Any signed counterpart of this Assignment which is delivered by facsimile or other printable electronic transmission shall be deemed to be executed and delivered for all purposes.

12. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law principles thereof.

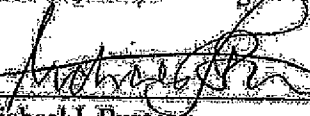
*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Assignor has executed and delivered this Assignment on the date first above written.

**Ferndale Laboratories, Inc., a  
Michigan corporation**

By:   
**Michael J. Burns  
President and Chief Operating Officer**

**Ferndale IP, Inc., a Michigan corporation**

By:   
**Michael J. Burns  
President and Chief Operating Officer**

Acknowledged and Agreed to as  
of the date first above written.

**Mission Pharmacal Company, a  
Texas corporation**

By: \_\_\_\_\_  
**Thomas J. Dooley  
Chief Financial Officer**

*[Signature Page to Assignment of Intellectual Property]*

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment on the date first above written.

Ferndale Laboratories, Inc., a  
Michigan corporation

By: \_\_\_\_\_  
Michael J. Burns  
President and Chief Operating Officer

Ferndale LP, Inc., a Michigan corporation

By: \_\_\_\_\_  
Michael J. Burns  
President and Chief Operating Officer

Acknowledged and Agreed to as  
of the date first above written.

Mission Pharmaceutical Company, a  
Texas corporation

By:   
Thomas J. Dooley  
Chief Financial Officer

*[Signature Page to Assignment of Intellectual Property]*