

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
Par Pharmaceutical Companies, Inc.		09/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIOALLIANCE PHARMA		
Street Address:	49 Boulevard du General Martial Valin		
City:	Paris		
State/Country:	FRANCE		
Entity Type:	societe anonyme a directoire: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3966483	ORAVIG	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
Phone:	6124927178		
Email:	ip@fredlaw.com, dkarau@fredlaw.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:	Dean R. Karau		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
DOMESTIC REPRESENTATIVE			
Name:	Dean R. Karau		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		

OP \$40.00 3966483

NAME OF SUBMITTER:	Dean R. Karau
Signature:	/Dean R. Karau/
Date:	02/16/2012
Total Attachments: 6 source=Oravig trademark assignment#page1.tif source=Oravig trademark assignment#page2.tif source=Oravig trademark assignment#page3.tif source=Oravig trademark assignment#page4.tif source=Oravig trademark assignment#page5.tif source=ORAVIG PoA#page1.tif	

ORAVIG TRADEMARK ASSIGNMENT AGREEMENT

This Trademark assignment agreement (hereinafter the "Trademark Assignment Agreement") is made and entered into as of this September 30, 2011 (hereinafter the "Effective Date"), by and between,

PAR PHARMACEUTICAL COMPANIES, INC., incorporated in the state of Delaware, having an address at One Ram Ridge Rd., Spring Valley, NY 10977, USA,

hereinafter referred to as the "Assignor", on the one hand,

And

BIOALLIANCE PHARMA, a company organized and existing under the laws of France, Société Anonyme registered with the RCS of Paris under n° SIREN B 410 910 095 and having its registered office at 49 boulevard du Général Martial Valin, 75015 Paris, France,

hereinafter referred to as the "Assignee", on the other hand,

RECITALS

WHEREAS, the Assignor is the owner of the trademark ORAVIG and the corresponding registration and/or application for registration set forth on Appendix 1 (hereinafter referred to as the "Trademark"), together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the said mark ("Associated Goodwill") of the business connected with and symbolized by the Trademark,

WHEREAS, pursuant to section 2.2.8 of the license agreement entered into as of July 2, 2007 between the Assignor and the Assignee, and the Agreement to Assign signed on November 30, 2009 between them, the Assignor desires to sell and assign the Trademark and Associated Goodwill to the Assignee and the Assignee desires to acquire the Trademark and Associated Goodwill and accepts the said assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and representations set forth herein the parties hereby agree as follows:

Article 1 – Assignment

Assignor hereby assigns to Assignee all of its right to the Trademark and Associated Goodwill, as to protect customers from deception and confusion, and Assignee accepts the foregoing assignment.

As of the Effective Date, Assignee will assume and be responsible for any and all procedures with respect to the maintenance, defense and /or the renewal of the Trademark and shall accordingly bear any and all costs and expenses related thereto.

Article 2 – Consideration

In consideration for the assignment set forth in Article 1 above, the Assignee shall pay to the Assignor the fixed and definitive amount of one (1) US Dollar. Such price shall be paid by wire transfer upon execution of this Trademark Assignment Agreement.

Article 3 – Representations and Warranties

3.1 Assignor hereby represents and warrants to Assignee that as of the Effective Date:

- it has the authority to enter the Trademark Assignment Agreement,
- it owns the entire right, title and interest in and to the Trademark,
- all registrations for the Trademark are currently valid and subsisting and in full force and effect, meaning notably that all renewal fees due in respect of the registrations of the Trademark with the competent local Trademark office in the Territory have been paid by Assignor in a timely manner.
- no transfer or license has been granted to any third party in any connection with respect to the Trademark and there is no restriction on the use or transfer of any of the Trademark,
- there are no liens or security interests charges, leases, claims, encumbrances, mortgages, pledges, options and similar rights against the Trademark,
- the execution of this Trademark Assignment Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3.2 Assignee hereby represents and warrants to Assignor that, as of the Effective Date, it has the authority to enter the Trademark Assignment Agreement.

Article 4 – Registration and documentation

Assignor agrees to execute any further act, deed, certificate of title and other instrument of assignment and transfer with respect to the transaction contemplated herein, as necessary to vest in Assignee good record and marketable title to the Trademark.

Any recordation of the change of ownership of the Trademark (with the Assignment Services Division of the USPTO or otherwise) shall be undertaken by the Assignee and the Assignee shall bear all fees and expenses related thereto.

Article 5 – Miscellaneous

5.1. Entire agreement

This Trademark Assignment Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior agreements and negotiations, written and oral, and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

5.2 Binding

This Trademark Assignment Agreement will be binding on and inure to the benefit of the Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

5.3. Amendment and Supplement

Any amendment to this Trademark Assignment Agreement shall come into force only after a written agreement is signed by both parties. The amendment duly executed by both parties shall be part of this Trademark Assignment Agreement and shall have the same legal effect as this Trademark Assignment Agreement.

5.4. Severability

If any provision of this Trademark Assignment Agreement is held to be illegal, invalid, void, or unenforceable, it will be limited or severed to the minimum extent necessary and the remainder of this Agreement will remain in full force and effect provided that the provisions will permit the transaction contemplated by this Trademark Assignment Agreement to take place in substantially the same manner as originally contemplated by the parties.

5.5. Waiver

The waiver by a party of a default or a breach of any provision of this Trademark Assignment Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The continued performance by a party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any default or breach.

5.6. Assignment

This Trademark Assignment Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred by a party, without the written consent of the other party, except that a party may assign this Trademark Assignment Agreement or any of its rights or obligations hereunder to an affiliate or third party that acquires all or substantially all of the assets or business of such party.

For the purposes hereof, an "affiliate" of a party is an entity that controls, is controlled by or shares common control with such party. This Trademark Assignment Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

5.7. Appendices

The Appendix referred to in this Trademark Assignment Agreement are an integral part of this Agreement and have the same legal effect as this Trademark Assignment Agreement.

5.8. Counterparts

This Trademark Assignment Agreement may be executed in any number of counterparts and by facsimile, pdf or electronic signature, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

Article 6 -- Dispute Resolution

This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of New York.

Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by the provisions of this clause shall survive the expiration or other termination of this Agreement regardless of the cause of termination.

Any dispute arising from the execution of this Trademark Assignment Agreement will be settled amicably whenever possible. If such an amicable settlement cannot be reached, all disputes or claims arising out of or in relation to this Trademark Assignment Agreement, or breach thereof, shall be governed by and construed in accordance with the laws of the State of New York. The parties irrevocably agree that the State and Federal courts located in the State, City, and County of New York, shall have exclusive jurisdiction to deal with any disputes arising out of or in connection with this Agreement and that venue is proper in such courts. Each party hereby expressly consents and submits to the personal jurisdiction of Federal and State courts in the State and County of New York. The parties hereby agree that the United Nations Convention on Contracts shall not apply to this Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee hereto have caused this Trademark Assignment Agreement to be executed by their respective officers duly authorized as of the Effective Date above written.

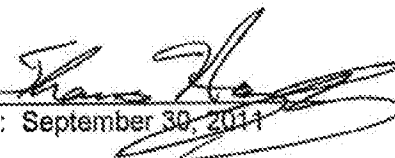
BIOALLIANCE PHARMA

Mrs Aude Michel
Intellectual Property and Legal Director

By: 
Date: September 30, 2011

PAR PHARMACEUTICAL COMPANIES, INC.

Thomas J. Haughey
EVP and General Counsel

By: 
Date: September 30, 2011

Appendix 1

Trademark	Territory	Serial Number	Filing Date	Registration Number	Registration Date
ORAVIG	United States	77627417	12/05/2008	N/A	N/A
		85188886	12/02/2010	3,966,483	05/24/2011

**REVOCATION OF ATTORNEY/DOMESTIC REPRESENTATIVE AND/OR
APPOINTMENT OF ATTORNEY/DOMESTIC REPRESENTATIVE**

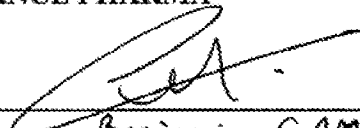
The undersigned, being a duly authorized representative of Registrant, hereby revokes all prior powers of attorney and appointments of domestic representatives, and appoints Carrie L. Rosenberry, David C. West, Stephen R. Bergerson, Caroline G. Chicoine, Dean R. Karau, John C. Pickerill, and Paul E. Thomas as attorneys-at-law, with full power of substitution and revocation, to prosecute the below-referenced registration, to transact all business in the Patent and Trademark Office in connection therewith, to receive the Certificate of Registration, and to serve as domestic representative upon whom notices or process affecting the mark may be served.

Please address all future communications to:

Dean R. Karau
Fredrikson & Byron, P.A.
200 South Sixth Street
Suite 4000
Minneapolis, Minnesota 55402-1425
Telephone: 612-492-7178
Facsimile: 612-492-7077
E-mail: ip@fredlaw.com

Dated: February 6th, 2012

BIOALLIANCE PHARMA

By: 
Name: Benjamin CAMIER
Title: Industrial Property Manager
Address: 49 Boulevard du Général Martial Valin
Paris FRANCE 75015

BIOALLIANCE PHARMA SA
49 boulevard du Général Martial Valin
75015 PARIS
Tél. : 01 45 58 76 00 - Fax : 01 45 58 08 81
N° SIRET : 410 910 095 00042

Trademark	Registration No.
ORAVIG	3966483