

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
SICAPP LLC		03/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Dynova Laboratories, Inc.		03/07/2012	CORPORATION: DELAWARE

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: 16

Property Type	Number	Word Mark
Registration Number:	3876264	SPRAY AWAKE
Registration Number:	3840214	FEEL THE POWER
Registration Number:	3160855	CAPSIDERM
Registration Number:	3511453	DISCOVER THE POWER OF THE PEPPER
Registration Number:	3332321	MIGRAINE BUSTER
Registration Number:	3325786	PEPPERCARE
Registration Number:	3386648	PEPPERTRIM
Registration Number:	3503088	SINUS BUSTER ALL NATURAL NASAL SPRAY
Registration Number:	3667149	ALLERGY BUSTER
Registration Number:	3332320	HEADACHE BUSTER
Registration Number:	3194160	SINUS BUSTER
Registration Number:	3506048	SINUS GENIE
Registration Number:	3840072	BUSTER BRANDS

CH \$415.00 3876264

Registration Number:	1800408	COLD-BUSTER
Serial Number:	77568710	COUGH BUSTER
Serial Number:	77832203	COLD BUSTER

CORRESPONDENCE DATA

Fax Number: (212)940-8987
 Email: michael.sarney@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Michael Sarney, Katten Muchin Rosenman
 Address Line 1: 575 Madison Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	100642-00132
NAME OF SUBMITTER:	Michael Sarney
Signature:	/michael sarney/
Date:	03/23/2012

Total Attachments: 6
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**ASSIGNMENT OF PATENTS, TRADEMARKS, DOMAIN NAMES
and OTHER PRODUCT INTELLECTUAL PROPERTY**

This Assignment of Patents, Trademarks, Domain Names and other Product Intellectual Property (this "Assignment") dated as of March __, 2012 by and between **Hi-Tech Pharmacal Co., Inc.**, a Delaware corporation with offices at 369 Bayview Avenue, Amityville, New York 11701 ("Assignee"), **Dynova Laboratories, Inc.**, a Delaware corporation with offices at 36 Cattano Avenue, Suite 301, Morristown, NJ 07960 ("Dynova") and SICAP LLC, a Delaware limited liability company with offices at 36 Cattano Avenue, Suite 301, Morristown, NJ 07960 ("SICAP", and together with Dynova collectively referred to herein as "Assignor").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to those certain patents set forth on Schedule A hereto (the "Patents"), the trademarks set forth on Schedule B hereto (the "Trademarks"), the domain names set forth on Schedule C hereto (the "Domain Names") and the other Product Intellectual Property (as defined in the APA) together with the goodwill associated therewith and symbolized thereby and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore; and

WHEREAS, Dynova and Assignee have entered into an Asset Purchase Agreement effective as of the date hereof (the "APA"), pursuant to which Assignee agreed to purchase certain selected assets from Dynova, including without limitation all of Assignor's rights, title and interest in and to the Patents, Trademarks, Domain Names and other Product Intellectual Property, and, pursuant to the APA, Dynova has agreed to execute and to cause SICAP to execute, such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets; and

WHEREAS, in accordance with the APA, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide rights, title and interest in, to and under the Patents, Trademarks, Domain Names and other Product Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises and upon the terms and subject to the conditions set forth in the APA and this Assignment, the parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, all its rights, title and interest in, to and under the Patents, Trademarks,

Domain Names and other Product Intellectual Property, together with the goodwill, if any, associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Patents, Trademarks or other Product Intellectual Property, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

3. Further Actions. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Patents, Trademarks, Domain Names and other Product Intellectual Property and all rights appurtenant thereto to Assignee, its successors or assigns.

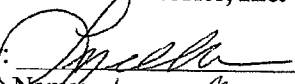
4. Authority to File. Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and any appropriate foreign jurisdictions for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to the Patents and Trademarks in the name of Assignee.

5. Terms of the APA. This Assignment is subject to the terms and conditions of the APA, which are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail.

6. Counterparts. . This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed on behalf of each of the parties hereto by their duly authorized officers as of the day and year first above written.

Dynova Laboratories, Inc.

By: 
Name: Lynne Matheron
Title: President

Hi-Tech Pharmacal Co., Inc.

By: _____
Name: _____
Title: _____

SICAP LLC

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed on behalf of each of the parties hereto by their duly authorized officers as of the day and year first above written.

Dynova Laboratories, Inc.

By: _____
Name:
Title:

Hi-Tech Pharmacal Co., Inc.

By: David S. Seltzer
Name: DAVID SELTZER
Title: President + CEO

SICAP LLC

By: _____
Name:
Title:

EXHIBIT A

Dynova/SiCap Active Trademarks Case Listing

MarkName	Docket No.	Country	Owner	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Status
COLD BUSTER	700168.016CA	Canada	SiCap, LLC (DE)	1449251	08/24/2009			Filed
ALLERGY BUSTER	700168.017CA	Canada	SiCap, LLC (DE)	1449252	08/24/2009	TMA787,366	01/14/2011	Registered
HEADACHE BUSTER	700168.018CA	Canada	SiCap, LLC (DE)	1449250	08/24/2009	TMA787,365	01/14/2011	Registered
SINUS BUSTER	700168.019CA	Canada	SiCap Industries, LLC	1,378,181	01/07/2008	TMA733,034	01/22/2009	Registered
SINUS GENIE	700168.020CA	Canada	SiCap Industries, LLC	1,378,171	01/07/2008	TMA732672	01/19/2009	Registered
COLD BUSTER	700168.016CTM	Community Trademark	SiCap, LLC (DE)	008970171	03/22/2010	008970171	03/22/2010	Registered
ALLERGY BUSTER & DESIGN	700168.017CTM	Community Trademark	SiCap, LLC (DE)	008506347	08/24/2009	008506347	01/28/2010	Registered
HEADACHE BUSTER & DESIGN	700168.018CTM	Community Trademark	SiCap, LLC (DE)	008506421	08/24/2009	008506421	01/28/2010	Registered
SINUS BUSTER & DESIGN	700168.019CTM	Community Trademark	SiCap, LLC (DE)	008506461	08/24/2009	008506461	01/28/2010	Registered
BUSTER BRANDS	700168.021CTM	Community Trademark	SiCap, LLC (DE)	008550931	09/15/2009	008550931	03/16/2010	Registered
SPRAY AWAKE	700168.002	United States	SiCap, LLC (DE)	77967491	03/24/2010	3,876,264	11/16/2010	Registered
FEEL THE POWER	700168.004	United States	SiCap, LLC (DE)	77826410	09/15/2009	3,840,214	08/31/2010	Registered
COUGH BUSTER	700168.005	United States	SiCap, LLC (DE)	77568710	09/12/2008			Filed
CAPSIDERM	700168.006	United States	SiCap, LLC (DE)	78652509	06/16/2005	3,160,855	10/17/2006	Registered
DISCOVER THE POWER OF THE PEPPER	700168.007	United States	SiCap, LLC (DE)	77392249	02/08/2008	3,511,453	10/07/2008	Registered
MIGRAINE BUSTER	700168.008	United States	SiCap, LLC (DE)	78845168	03/24/2006	3,332,321	11/06/2007	Registered

Dynova/SiCap Active Trademarks Case Listing

PEPPERCARE	700168.010	United States	SiCap, LLC (DE)	78/495831	10/06/2004	3,325,786	10/30/2007	Registered
PEPPERTRIM	700168.011	United States	SiCap, LLC (DE)	78/815831	02/15/2006	3,386,648	02/19/2008	Registered
SINUS BUSTER ALL NATURAL NASAL SPRAY	700168.013	United States	SiCap, LLC (DE)	78/850704	03/30/2006	3,503,088	09/16/2008	Registered
COLD BUSTER	700168.016	United States	SiCap, LLC (DE)	77/832203	09/22/2009			Filed
ALLERGY BUSTER	700168.017	United States	SiCap, LLC (DE)	77/133848	03/18/2007	3,667,149	08/11/2009	Registered
HEADACHE BUSTER	700168.018	United States	SiCap, LLC (DE)	78/845160	03/24/2006	3,332,320	11/06/2007	Registered
SINUS BUSTER	700168.019	United States	SiCap, LLC (DE)	78/862364	04/16/2006	3,194,160	01/02/2007	Registered
SINUS GENIE	700168.020	United States	SiCap, LLC (DE)	77/179422	05/11/2007	3,506,048	09/23/2008	Registered
BUSTER BRANDS	700168.022	United States	SiCap, LLC (DE)	77/791443	07/28/2009	3,840,072	08/31/2010	Registered
COLD-BUSTER	700172.008	United States	Dynova Laboratories, LLC (DE)	74/204860	09/19/1991	1,800,408	10/26/1993	Registered