

## 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
Watson Laboratories, Inc.		03/29/2012	CORPORATION: NEVADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2115766	CORMAX	
CORRESPONDENCE DATA			
Fax Number:	(212)940-8987		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.sarney@kattenlaw.com		
Correspondent Name:	Michael Sarney, Katten Muchin Rosenman		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	100642-00160		
NAME OF SUBMITTER:	Michael Sarney		
Signature:	/michael sarney/		
Date:	04/05/2012		

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**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**  
**AND TEMPORARY LICENSE BACK**

This Assignment of Trademark (this "Agreement") is entered into as of March 29, 2012 ("the Effective Date"), by and between Hi-Tech Pharmacal Co., Inc., a Delaware corporation with offices at 369 Bayview Avenue, Amityville, New York 11701 ("Assignee"), and Watson Laboratories, Inc., a Nevada corporation with offices at 311 Bonnie Circle, Corona, California 91720 ("Assignor"). The Parties to this Agreement are sometimes referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Assignor is the owner of the Trademark "CORMAX", registered with the United States Patent and Trademark Office ("PTO") under registration number 2,115,766 (the "Trademark");

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Trademark and any registrations thereof, subject to a license back to Assignor to temporarily continue using the Trademark in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Payment. In consideration of the sale, assignment and transfer of the Trademark by Assignor to Assignee, Assignee hereby pays to Assignor the amount of [REDACTED] the receipt and sufficiency of which is hereby acknowledged by Assignor.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark, the Trademark registrations (and all renewals and extensions thereof) together with the goodwill 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 Trademark, 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.

3. Other Documents. Assignor will execute and promptly deliver, or cause its affiliates to execute and promptly deliver, any and all documents required for the assignment to Assignee of the Trademark in order to enable Assignee to cause the recording of the assignment and shall provide copies thereof to Assignee. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademark to request the PTO to reflect Assignee as the record owner of the Trademark. Further, Assignor hereby authorizes Assignee to file this Agreement and any other documents relating thereto with the PTO and any appropriate foreign jurisdictions for purposes of having the Agreement recorded therein and to place sole and exclusive right, title, and interest in and to the Trademarks in the name of Assignee. If Assignee files the Agreement with the PTO or any foreign jurisdictions pursuant to this Section, Assignee hereby agrees to redact the amount of the payment set forth in Section 1, above.

4.

REDACTED

REDACTED

5. Representations. Assignor represents and warrants to Assignee that (i) Assignor is the sole owner of the Trademark and the Trademark is owned via registration 2115966 with the PTO, (ii) Assignor has not granted any liens or encumbrances on the

Trademark, or granted rights to any party to use the Trademark, (iii) the Trademark is free of all liens, encumbrances and rights of other parties, (iv) Assignor is not bound by any agreement or order that would prohibit the Assignment of the Trademark, (v) Assignor shall have no further right to use the Trademark, except as specifically set forth herein, (vi) Assignor has not received any notice or claim by any party asserting any rights to use the Trademark or to stop the use of the Trademark or that the trademark infringes on the rights of any third party; (vii) any fees required to have been paid with respect to the Trademark and its registration are fully paid to date; (viii) Assignor has timely made all filings, payments of fees and recordations with the PTO to protect and maintain its interest in the Trademark and all such registrations and applications remain in full force and effect and have not been abandoned or withdrawn; (ix) Assignor has taken all necessary action to maintain and protect its sole ownership rights in the Trademark.

6. Governing Law and Jurisdiction. This Agreement and its execution, validity and interpretation shall be governed in all respects in accordance with the laws of the State of New York, excluding its conflicts of law rules. The Parties hereto agree that any legal suit, action, or proceeding against them arising out of or relating to this Agreement may be brought in the United States Federal Court in the State of New York. The Parties hereto hereby accept the jurisdictions of such courts for the purpose of any such action or proceeding, Each of the Parties hereto hereby irrevocably consents to the service of process in any action or proceeding in such courts by the mailing thereof by United States registered or certified mail postage prepaid at its address set forth herein.

7. Severability. In the event that any provision of this Agreement shall be held to be unenforceable, invalid or in contravention of applicable law, such provision shall be of no effect, and the Parties shall negotiate in good faith to replace such provision with a provision which effects to the extent possible the original intent of such provision.

8. Complete Agreement; Modifications. This Agreement constitutes the entire Agreement between the Parties with respect to the present subject matter, all prior negotiations, agreements and understandings being expressly canceled hereby. This Agreement may be amended only by a written agreement embodying the full terms of

the amendment signed by authorized representatives of both Parties. An email intending to confirm or modify this Agreement shall not be binding.

9. No Agency. Neither Party shall by virtue of this Agreement have any power to bind the other to any obligation nor shall this Agreement create any relationship of agency, partnership or joint venture.

10. No Waiver. No term or condition of this Agreement shall be considered waived unless reduced to writing and duly executed by an officer of the waiving Party. Any waiver by any Party of a breach of any term or condition of this Agreement will not be considered as a waiver of any subsequent breach of this Agreement, of that term or condition or any other term or condition hereof.

11. Further Assurances. The Parties shall cooperate and use commercially reasonable efforts, and take such actions and execute such documents as may be reasonably requested by the other Party.


12. Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same Agreement.

13. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the latest date indicated below.

SIGNATURES  
REDACTED

HI-TECH PHARMACAL CO., INC.

By: 

Name: David S. Seltzer  
Title: Chief Executive Officer  
Date: 3/29/12

WATSON LABORATORIES, INC.

By: 

Name:  
Title:  
Date: