

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perrigo Company		06/13/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Paddock Laboratories, LLC		
Street Address:	515 Eastern Avenue		
City:	Allegan		
State/Country:	MICHIGAN		
Postal Code:	49010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2618255	COLOCORT	
Registration Number:	3165078	ORA-BLEND	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA9647 AND CPA10063		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		

OP \$65.00 2618255

Date:

05/10/2012

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into as of June 13, 2011 (this "**Agreement**") by and between Perrigo Company, a Michigan Corporation ("**Perrigo**"), Paddock Laboratories, LLC, a Delaware limited liability company ("**Paddock LLC**"), and Paddock Laboratories, Inc., a Minnesota corporation ("**Paddock Inc.**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Perrigo is a party to that certain Purchase Agreement, dated as of January 20, 2011 (the "**Purchase Agreement**"), among Perrigo, Paddock Inc., Paddock Properties Limited Partnership, a Minnesota limited partnership, and, for limited purposes, certain guarantors set forth therein; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Perrigo wishes to assign to Paddock LLC (a) all of its rights under the Purchase Agreement and (b) the Transferred Liabilities.

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

1. Assignment and Transfer. Perrigo does hereby irrevocably and unconditionally assign, transfer and deliver to Paddock LLC (a) all of Perrigo's rights under the Purchase Agreement and (b) all of the Transferred Liabilities under the Purchase Agreement; provided, however, that such assignment, transfer and delivery of the Transferred Liabilities shall not relieve Perrigo of any liability with respect to such Transferred Liabilities. For the avoidance of doubt, none of Perrigo's obligations under the Purchase Agreement, other than the Transferred Liabilities, shall be assigned to or assumed by Paddock LLC.

2. Assumption. Paddock LLC hereby assumes and agrees to discharge when due all of the Transferred Liabilities.

3. Consent. Paddock Inc. hereby consents to the assignments and assumptions described in Sections 1 and 2 hereof.

4. Further Assurances. Each party agrees to take any and all additional actions and to execute, acknowledge and deliver any and all documents that the other party may reasonably request in order to effect the intent and purposes of the transactions contemplated hereby.

5. No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

6. Governing law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to the conflicts of Law principles thereof.


7. Counterparts. This Agreement may be executed and delivered in two or more counterparts (including by electronic transmission), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Descriptive Headings. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

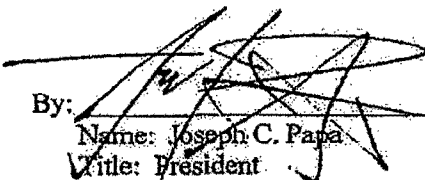
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

PERRIGO COMPANY

By: 
Name: Joseph C. Papa
Title: President and Chief Executive Officer

PADDOCK LABORATORIES, LLC

By: 
Name: Joseph C. Papa
Title: President

PADDOCK LABORATORIES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

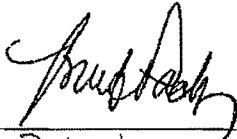
PERRIGO COMPANY

PADDOCK LABORATORIES, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

PADDOCK LABORATORIES, INC.

By:  _____
Name: Bruce Paddock
Title: Chairman

Signature Page to Assignment and Assumption Agreement