

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	excerpts from purchase agreement evidencing assignment of trademarks and goodwill		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paddock Laboratories, Inc.		01/20/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Perrigo Company		
Street Address:	515 Eastern Avenue		
City:	Allegan		
State/Country:	MICHIGAN		
Postal Code:	49010		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065274	KIONEX	
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:	CPA9861		
NAME OF SUBMITTER:	Ronald E. Shapiro		
Signature:	/Ronald E. Shapiro/		

Date:

08/01/2012

Total Attachments: 7

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PURCHASE AGREEMENT

by and among

PERRIGO COMPANY,

PADDOCK LABORATORIES, INC.,

PADDOCK PROPERTIES LIMITED PARTNERSHIP

and,

solely for purposes of Section 11.15,

THE PERSONS SET FORTH ON EXHIBIT A

Dated as of January 20, 2011

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, dated as of January 20, 2011 (this "Agreement"), is entered into by and among Perrigo Company, a Michigan corporation ("Purchaser"), Paddock Laboratories, Inc., a Minnesota corporation (the "Company"), Paddock Properties Limited Partnership, a Minnesota limited partnership ("Paddock Properties" and, with the Company, each a "Seller" and together the "Sellers"), and, solely for purposes of Section 11.15, each of the Persons set forth on Exhibit A (the "Guarantors"). Each Seller and Purchaser may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Company is engaged in the business of developing, manufacturing, marketing and distributing generic pharmaceutical and over-the-counter products (the "Business");

WHEREAS, the Company holds all of the issued and outstanding equity interests in CitrusPharma LLC, a Minnesota limited liability company (the "Subsidiary");

WHEREAS, Paddock Properties owns the Real Estate (as defined herein); and

WHEREAS, the Sellers and the Subsidiary desire to sell, assign, transfer and deliver to Purchaser, and Purchaser desires to purchase, assume and accept from the Sellers and the Subsidiary, all right, title and interest in, to and under the Transferred Assets (as hereinafter defined), upon the terms and subject to the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.1.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such first Person and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

and (g) any guaranty of any obligation described in the foregoing clauses (a) through (f) on behalf of any other Person.

“Independent Accountant” has the meaning set forth in Section 3.3(a)(ii).

“Initial Payment” has the meaning set forth in Section 3.2(a).

“Intellectual Property” means any and all of the following as they exist in all jurisdictions throughout the world: (i) Patents (ii) trademarks, service marks, trade names, trade dress, domain names, brand names, certification marks, logos, corporate names and other indications of origin, together with all goodwill related to the foregoing, (iii) copyrights and designs, applications for registrations of copyrights, and copyrightable works and all rights associated therewith and the underlying works of authorship, (iv) all inventions, invention certificates, trade secrets, discoveries, processes, formulae, methods, schematics, drawings, blue prints, utility models, designs and design applications, technology, know-how, software, ideas and improvements, technical data, databases, mask works, customer lists, and other proprietary or confidential information and materials, (v) computer software programs, including all source code, object code and documentation relating thereto, and (vi) all rights in the foregoing.

“IRS” means the U.S. Internal Revenue Service or successor thereto.

“Key Employees” means Michael Graves, Lonny Wittnebel, Yogesh Dandiker and Jim Schwier.

“Knowledge of the Company” means the actual knowledge after reasonable inquiry of Bruce Paddock, Michael Graves, Lonny Wittnebel, Phil Thompson, Yogesh Dandiker and Jim Schwier.

“Law” means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation or other requirement.

“Legal Proceeding” means any judicial, administrative or arbitral claim, action, complaint, hearing, petition, suit, mediation, litigation, investigation, examination, inspection or other proceeding, at law or in equity, in any case, by or before a Governmental Body.

“Liabilities” means any and all debts, liabilities, obligations, deficiencies, penalties, assessments, fines, claims, causes of action or other losses, fees, costs or expenses, whether accrued or fixed, absolute or contingent, matured or unmatured, due or to become due and whether arising under any Order, Contract or otherwise.

“Licensed Intellectual Property” means Intellectual Property licensed to the Company by a third party.

“Lien” means any lien, claim, charge, right of way, pledge, security interest, option, right of first refusal or offer, easement, right of others, mortgage, deed of trust, hypothecation, conditional sale, servitude, transfer restriction under any Law, shareholder or similar Contract or similar encumbrance.

“Survival Periods” has the meaning set forth in Section 8.1.

“Target Amount” means \$39,800,000.

“Tax Benefit” has the meaning set forth in Section 10.4.

“Taxes” means (i) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all net or gross income, gross receipts, net proceeds, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, abandoned property, escheat, alternative, add-on minimum, windfall profits, premium, environmental, profits, workman’s compensation and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, whether disputed or not, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority or Governmental Body in connection with any item described in clause (i).

“Tax Package” has the meaning set forth in Section 10.1.

“Tax Return” means a report, return, declaration, election, agreement, claim for refund, or information return or statement, including any schedule or attachment thereto, and including any amendment thereof, in each case to the extent filed or required to be filed with a taxing authority with respect to Taxes.

“Tax Return Statement” has the meaning set forth in Section 10.1.

“Third Party Notice” has the meaning set forth in Section 8.5(a).

“Title Commitment” means that certain title commitment, dated as of September 27, 2010, issued by Chicago Title Insurance Company.

“Transferred Assets” means all assets, properties, contractual rights, intellectual property, goodwill, going concern value, rights and claims of the Company and the Subsidiary, other than the Excluded Assets, and all assets and properties of Paddock Properties used by the Company in the operation of the Business, including the Real Estate.

“Transferred Liabilities” means all obligations and liabilities associated with the ownership or operation of the Business or the Transferred Assets, whether existing or arising prior to, on or after the Closing, but expressly excluding (a) all obligations and liabilities relating to or arising out of the Excluded Assets and (b) the Excluded Liabilities.

“WARN Act” has the meaning set forth in Section 4.17.

“Working Capital” means (a) all current assets included in the Transferred Assets, net of all reserves and allowances applicable to such current assets, less (b) the current liabilities included in the Transferred Liabilities (but excluding the Transferred Liabilities set forth in Schedule 1.1(e)), in each case, determined in accordance with GAAP as of the Closing.

Section 1.2 Construction.

(a) For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively, and the use of any gender herein shall be deemed to include the other genders; (ii) references herein to “Articles,” “Sections,” “subsections” and other subdivisions, and to Exhibits, Schedules, Annexes and other attachments, without reference to a document are to the specified Articles, Sections, subsections and other subdivisions of, and Exhibits, Schedules, Annexes and other attachments to, this Agreement; (iii) a reference to a subsection or other subdivision without further reference to a Section is a reference to such subsection or subdivision as contained in the same Section in which the reference appears; (iv) the words “herein”, “hereof”, “hereunder”, “hereby” and other words of similar import refer to this Agreement as a whole and not to any particular provision; (v) the words “include”, “includes” and “including” are deemed to be followed by the phrase “without limitation”; (vi) all accounting terms used and not defined herein have the respective meanings given to them under GAAP; (vii) any reference in this Agreement to \$ or dollars shall mean U.S. dollars; and (viii) the words “made available to Purchaser” and words of similar import refer to documents (A) posted to the Intralinks, Inc. datasite by or on behalf of the Company and reflected on the datasite index, dated as of the date hereof, set forth in Schedule 1.2(a) or (B) delivered in person or electronically to Purchaser and/or its representatives and advisors.

(b) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(c) Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

ARTICLE II

SALE AND PURCHASE OF TRANSFERRED ASSETS;
ASSUMPTION OF TRANSFERRED LIABILITIES

Section 2.1 Sale and Purchase of Transferred Assets; Assumption of Transferred Liabilities. Upon the terms and subject to the conditions contained in this Agreement, on the Closing Date (a) the Company shall, and shall cause the Subsidiary to, sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, assume and accept from the Company and the Subsidiary, free and clear of all Liens, other than Permitted Exceptions, all right, title and interest in, to and under the Transferred Assets owned by the Company and the Subsidiary, and (b) Paddock Properties shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, assume and accept from Paddock Properties, free and clear of all Liens, other than Permitted Exceptions, all right, title and interest in, to and under the Transferred Assets owned

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PERRIGO COMPANY

By: Judy L. Brown
Name: Judy L. Brown
Title: Executive Vice President & Chief
Financial Officer
PADDOCK LABORATORIES, INC.

By: _____
Name:
Title:

PADDOCK PROPERTIES LIMITED
PARTNERSHIP

By: _____
Name:
Title:

Solely for purposes of Section 11.15:

BRUCE G. PADDOCK REVOCABLE TRUST
U/A DATED 2/21/02

By: _____
Name:
Title:

BRUCE G. PADDOCK 2001 IRREVOCABLE
GRANTOR TRUST

By: _____
Name:
Title:

[Signature Pages to Purchase Agreement]

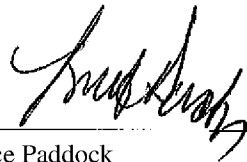
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PERRIGO COMPANY

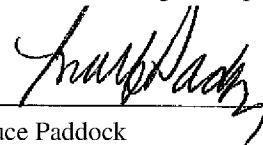
By: _____
Name:
Title:

PADDOCK LABORATORIES, INC.

By:  _____
Name: Bruce Paddock
Title: Chairman


PADDOCK PROPERTIES LIMITED
PARTNERSHIP

By: Eagle Real Estate, LLC, its general partner


By:  _____
Name: Bruce Paddock
Title: Manager

Solely for purposes of Section 11.15:

BRUCE G. PADDOCK REVOCABLE TRUST
U/A DATED 2/21/02

By:  _____
Name: Bruce Paddock
Title: Trustee

BRUCE G. PADDOCK 2001 IRREVOCABLE
GRANTOR TRUST

By:  _____
Name: Dennis Amoth
Title: Trustee

[Signature Pages to Purchase Agreement]