

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
Paddock Laboratories, LLC		07/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Watson Laboratories, Inc		
Street Address:	400 Interpace Parkway		
Internal Address:	Morris Corporate Center III		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2881637	PHENADOZ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	862-261-7000		
Email:	Matthew.brady@watson.com		
Correspondent Name:	Watson Laboratories, Inc		
Address Line 1:	400 Interpace Parkway		
Address Line 2:	Morris Corporate Center III		
Address Line 4:	Parsippany, NEW JERSEY 07054		
NAME OF SUBMITTER:	Amy L. Hulina		
Signature:	/s/		

Date:

09/19/2012

Total Attachments: 6

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DOMAIN NAME AND TRADEMARK ASSIGNMENT

THIS DOMAIN NAME AND TRADEMARK ASSIGNMENT (this “**Assignment**”) is dated as of July 28, 2011, and is made from Paddock Laboratories, LLC, a Delaware limited liability company (“**Assignor**”) to Watson Laboratories, Inc., a Nevada corporation (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 16, 2011 among Assignor, Perrigo Israel Pharmaceuticals, Ltd., and Assignee (the “**Purchase Agreement**”), Assignor and Assignee have agreed that Assignor shall transfer, convey and assign (or cause to be transferred, conveyed and assigned) to Assignee, and Assignee shall accept from Assignor all of Assignor’s right, title and interest in and to the Purchased Assets, and Assignee has agreed that it will accept such assignment and will assume the Assumed Liabilities of Assignor, in each case, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Assignor is the owner of (i) the trademarks set forth on Schedule A attached hereto (collectively the “Trademarks”) and (ii) the domain name registrations set forth on Schedule B attached hereto (collectively, the “Domain Names”), which such Trademarks and Domain Names are included in the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee the Assignor’s entire right, title and interest in and to the Trademarks and the Domain Names and the goodwill associated therewith, and Assignor and Assignee desire to confirm such assignment pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration provided pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment of Rights. Assignor hereby assigns, transfers and delivers to Assignee all rights, title and interests in and to the Trademarks and the Domain Names, including, without limitation, the goodwill associated therewith.
2. Binding Effect. This Assignment and all rights and powers granted and obligations created hereby will bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
3. Amendment; Waiver. This Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any Party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such Party.
4. Definitions; Purchase Agreement. All capitalized terms used in this Assignment not otherwise defined herein shall have the meanings given to them in the Purchase Agreement. This Assignment is expressly subject to the terms, conditions and limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
5. Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment. This

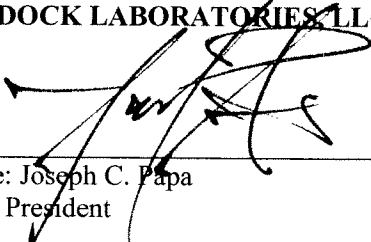
Assignment may be executed by facsimile signatures, which signatures shall have the same force and effect as original signatures.

6. Governing Law. This Assignment will be deemed to have been made in the State of New York and its form, execution, validity, construction and effect will be determined in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof, and the parties agree to the personal jurisdiction of and venue in any federal court located in the Southern District of New York. The application of the United Nations Convention for Contracts for the International Sales of Goods is hereby expressly excluded.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

PADDOCK LABORATORIES, LLC



By: _____
Name: Joseph C. Papa
Title: President

WATSON LABORATORIES, INC.

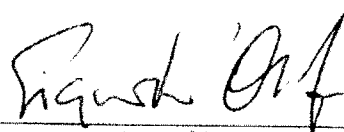
By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the date first above written.

PADDOCK LABORATORIES, LLC

By: _____
Name: Joseph C. Papa
Title: President

WATSON LABORATORIES, INC.

By:  _____
Name: Sigurdur Olafsson
Title: Executive Vice President
Global Genes

Schedule A

Trademarks

Registered Trademarks

Phenadoz - US Registration No. 2881637

Claimed Trademark Rights

LACLOTION™

Schedule B

Domain Names

Laclotion.com

Phenadoz.com

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