

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 Pharmaceuticals, Inc.		10/29/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	The Harvard Drug Group, L.L.C.
Street Address:	31778 Enterprise Drive
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48150
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76006865	ACETA-GESIC
Serial Number:	76006866	ALLERFRIM
Serial Number:	76006873	CAL-GEST
Serial Number:	76006872	CEROVITE
Serial Number:	76006850	LAC-DOSE
Serial Number:	76006870	ORALYTE
Serial Number:	76006871	OYSCO
Serial Number:	76006868	REGULOID
Serial Number:	76006874	SENEXON
Serial Number:	76006864	THEREMS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: christine.hernandez@dechert.com
Correspondent Name: Christine Hernandez
Address Line 1: 2929 Arch Street
Address Line 2: Dechert LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	120859
NAME OF SUBMITTER:	Christine M. Hernandez
Signature:	/Christine M. Hernandez/
Date:	11/04/2012

Total Attachments: 4

source=Watson Pharmaceuticals Assignment#page1.tif
source=Watson Pharmaceuticals Assignment#page2.tif
source=Watson Pharmaceuticals Assignment#page3.tif
source=Watson Pharmaceuticals Assignment#page4.tif

Exhibit B

RECORDABLE ASSIGNMENT OF TRADEMARKS

This RECORDABLE ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of October 29, 2012 ("Effective Date") by and between Watson Pharmaceuticals, Inc., a Nevada corporation (the "Assignor"), and The Harvard Drug Group, L.L.C. a Michigan limited liability company ("Assignee").

WHEREAS Watson Pharma, Inc., an affiliate of the Assignor, and the Assignee have entered into an Asset Purchase Agreement dated August 24, 2012 (the "APA"), pursuant to which Assignee has agreed to acquire certain assets, including without limitation those registered trademarks listed on Table B-1 hereto and made part hereof (the "Assigned Marks"); and

WHEREAS, the Assignor wishes to assign the Assigned Marks to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. The Assignor does hereby irrevocably sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of the Assignor's worldwide rights, title, and interest in and to the Assigned Marks. Such assignment includes, without limitation, all registrations, all common law rights in the foregoing, the goodwill of the business connected with the use of and symbolized by the foregoing, all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, and further including all income, royalties and any other payment now and hereafter due and/or payable to Assignee, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to transfer ownership of the Assigned Marks to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. This instrument shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. This instrument may be executed by PDF signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature Page To Follow On Next Page]

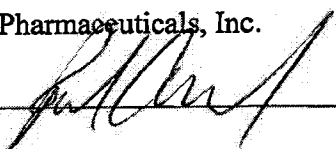
EXECUTION VERSION

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

Assignor:

Watson Pharmaceuticals, Inc.

By: _____



Name: Robert A. Stewart

Title: President, Global Operations

Assignee:

The Harvard Drug Group, L.L.C.

By: _____

Name: _____

Title: _____

[Signature Page to Exhibit B of Assignment of IP]

EXECUTION VERSION

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

Assignor:

Watson Pharmaceuticals, Inc.

By: _____

Name: _____

Title: _____

Assignee:

The Harvard Drug Group, L.L.C.

By: Terry P. Haas

Name: Terry Haas _____

Title: CEO _____

[Signature Page to Exhibit B of Assignment of IP]

Table B-1

ASSIGNED MARKS

Trademark Name	Country Name	Application Number	Registration Number
ACETA-GESIC	US	76006865	2442622
ALLERFRIM	US	76006866	2484758
CAL-GEST	US	76006873	2701659
CEROVITE	US	76006872	2745642
LAC-DOSE	US	76006850	2442621
ORALYTE	US	76006870	2442624
OYSCO	US	76006871	2442625
REGULOID	US	76006868	2442623
SENEXON	US	76006874	2442626
THEREMS	US	76006864	2465458