

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

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10/15/2012



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

Par Pharmaceutical Companies, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware corp. located in NJ
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 23, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MonoSol Rx, LLC

Street Address: 30 Technology Drive

City: Warren,

State: New Jersey

Country: U.S.A. Zip: 07059

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3,877,508

ZUPLENZ

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle Taurino

Internal Address: _____

Street Address: 30 Technology Drive

City: Warren

State: NJ Zip: 07059

Phone Number: 908-941-1896

Docket Number: _____

Email Address: mtaurino@monosolrx.com

9. Signature: Michelle Taurino

Signature

Michelle Taurino

Name of Person Signing

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

10/15/2012 AMULLINS



9 Oct 2012
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004906 FRAME 0706

10-15-12

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of August 23, 2012 (hereinafter the "Effective Date") between Par Pharmaceutical Companies, Inc., a Delaware corporation having an address of 300 Tice Boulevard, 3rd Floor, Woodcliff Lake, NJ 07677 ("Assignor") and MonoSol Rx, LLC, Delaware a limited liability company having an address of 30 Technology Drive, Warren, NJ 07059 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark(s) listed in Schedule A, including all registrations and applications for registration for such trademark(s) (collectively, the "Marks");

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Marks;

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

1. Assignment. Assignor is the owner of all right, title and interest in and to the trademarks listed in Schedule A. All registrations for the Marks are currently valid and subsisting and in full force and effect, meaning that all renewal fees due in respect of the registrations of the Trademark with the competent local Trademark office in the Territory have been paid by Assignor in a timely manner. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with any goodwill associated therewith.

As of the Effective Date, Assignee will assume and be responsible for any and all procedures with respect to the maintenance, defense, and/or the renewal of the Trademark and shall bear any and all costs and expenses related thereto.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.
4. Authorization. Assignor authorizes and requests any official throughout the United States and the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's respective rights in the Marks.

5. Right to Convey. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.

PAR PHARMACEUTICAL COMPANIES, INC.

By: 

Name: BARRY J. GILMAN

Title: GENERAL COUNSEL

SCHEDULE A

	MARK	REGISTRATION NUMBER	COUNTRY
	ZUPLENZ	3,877,508	United States