

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302099

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Perrigo Company		06/13/2011	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paddock Laboratories, LLC		
<b>Street Address:</b>	515 Eastern Avenue		
<b>City:</b>	Allegan		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49010		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2854371	ACCUTIP	
<b>Registration Number:</b>	2205690	ACTIDOSE	
<b>Registration Number:</b>	2942118	COMPRO	
<b>Registration Number:</b>	2202936	NYSTOP	
<b>Registration Number:</b>	2205683	ORA-PLUS	
<b>Registration Number:</b>	2205689	ORA-SWEET	
<b>Registration Number:</b>	2205708	PODOCON-25	
<b>Registration Number:</b>	2277235	THE RULE OF 15	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6169578196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	616-949-9610		
<b>Email:</b>	ptomail@priceheneveld.com		
<b>Correspondent Name:</b>	H. W. Reick		
<b>Address Line 1:</b>	695 Kenmoor SE		
<b>Address Line 2:</b>	P O Box 2567		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49501		
<b>ATTORNEY DOCKET NUMBER:</b>	PAD001 A000		
<b>NAME OF SUBMITTER:</b>	H. W. Reick		

OP \$215.00 2854371

<b>SIGNATURE:</b>	/Winthrop/
<b>DATE SIGNED:</b>	04/21/2014
<b>Total Attachments: 4</b> source=18B6683#page1.tif source=18B6683#page2.tif source=18B6683#page3.tif source=18B6683#page4.tif	

## 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.

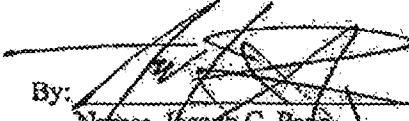
[Signature Page Follows]

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

FERRIGO COMPANY

PADDOCK LABORATORIES, LLC

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

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.

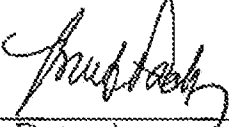
PERRIGO COMPANY

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

RECORDED: 08/01/2012  
RECORDED: 04/21/2014

TRADEMARK  
REEL: 005264 FRAME: 0932