

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hi-Tech Pharmacal Co., Inc.		06/20/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECR Pharmaceuticals Co., Inc.		
<b>Street Address:</b>	400 Somerset Corporate Boulevard		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807-2867		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3850916	TROPAZONE	
<b>Registration Number:</b>	3606459	TUSSICAPS	
<b>Registration Number:</b>	3261803	TUSSICAPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5853388706		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(585) 338-8417		
<b>Email:</b>	trademarks@bausch.com		
<b>Correspondent Name:</b>	Bausch & Lomb Incorporated		
<b>Address Line 1:</b>	1400 North Goodman Street		
<b>Address Line 2:</b>	Area 62		
<b>Address Line 4:</b>	Rochester, NEW YORK 14609		
<b>ATTORNEY DOCKET NUMBER:</b>	ECR PHARM		
<b>NAME OF SUBMITTER:</b>	Denis A. Polyn, Reg. No. 27152		
<b>SIGNATURE:</b>	/Denis A. Polyn/		
<b>DATE SIGNED:</b>	08/18/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Trademark Assignment*") is made and entered into and is effective as of June 20, 2014, by and between Hi-Tech Pharmacal Co., Inc., a Delaware corporation ("*Assignor*"), and ECR Pharmaceuticals Co., Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the record owner in the United States Patent and Trademark Office of the trademarks set forth on Schedule I attached hereto ("*Trademarks*"); and

WHEREAS, Assignor has entered into that certain Stock Purchase Agreement dated as of May 16, 2014, with Valeant Pharmaceuticals International, a Delaware corporation, and, solely for the purposes of Article XIII thereof, Akorn, Inc., a Louisiana corporation (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to sell, transfer, assign, convey, deliver and set over to Assignee all of Assignor's right, title and interest in and to the Trademarks.

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. Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee and its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks together with all registrations and applications for registration therefor and the goodwill of the business symbolized by the Trademarks and any and all renewals and extensions thereof that may hereafter be secured under applicable law.

2. Authorization. Assignor hereby irrevocably authorizes and empowers, and Assignee directs the United States Patent and Trademark Office, its commissioner and other offices, to record Assignee as the owner of the Trademarks. Assignor further agrees that this Trademark Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States for any purpose regarding the subject matter hereof.

3. Post-Closing Obligations. Assignor hereby agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the United States, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademarks.

4. Governing Law. This Trademark Assignment shall in all respects be construed in accordance with and governed by the substantive laws of the State of Delaware, without regard to its conflicts of law principles.

5. Counterparts. This Trademark Assignment may be executed in multiple counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first above written.

**ASSIGNOR:**

**Hi-Tech Pharmaceutical Co., Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Joseph Boraccorsi

Title: Secretary

**ASSIGNEE:**

**FCR Pharmaceuticals Co., Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: J Boraccorsi

Title: Secretary

**TRADEMARK**

**REEL: 005346 FRAME: 0912**

Schedule 1  
Trademarks

Mark	Registered Owner	Trademark No.	Application No.	Country
TROPAZONE	Assignor	3,850,916	77/666,128	US
TUSSICAPS (design)	Assignor	3,606,459	77/058,098	US
TUSSICAPS	Assignor	3,261,803	78/271,526	US