

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MFP Industries LLC dba Epi-Ready		8/29/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Mylan Inc		
Street Address:	1000 Mylan Boulevard		
City:	Canonsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	15317		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3693323	EPI-READY	
CORRESPONDENCE DATA			
Fax Number:	3045985408		
<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>			
Phone:	3045544752		
Email:	jennifer.hughes@mylan.com		
Correspondent Name:	Jennifer Hughes		
Address Line 1:	781 Chestnut Ridge Road		
Address Line 2:	Legal IP-GBR		
Address Line 4:	Morgantown, WEST VIRGINIA 26505		
NAME OF SUBMITTER:	Jennifer Hughes		
SIGNATURE:	/jennifer hughes/		
DATE SIGNED:	09/02/2014		
Total Attachments: 1			
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OP \$40.00 3693323

EXECUTION COPY

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated August 29, 2014 (the "Agreement"), is by and among Mylan Inc., a Pennsylvania corporation ("Buyer"), on the one hand, and MFP Industries, LLC, a Massachusetts limited liability company ("MFP Industries"), and Michael F. Prindle, an individual residing at 68 School Street, Arlington, Massachusetts 02476, on the other hand ("Prindle;" MFP Industries and Prindle are hereinafter jointly and individually referred to as "Seller").

RECITALS

Seller wishes to sell, and Buyer wishes to purchase, certain of Seller's assets relating to or utilized by Seller in its business (the "Business"), including Seller's rights worldwide to the trademark "EPI-READY" and the goodwill of Seller's Business symbolized thereby and associated therewith, upon the terms and conditions set forth in this Agreement on the Closing Date (as defined in Section 7.1).

In consideration of the mutual covenants, agreements and representations and warranties contained herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I -- Terms of Transaction

1.1 Agreement and Sale. In exchange for the consideration provided in Section 1.2 hereof, Seller hereby irrevocably sells, conveys, transfers, assigns and delivers to Buyer and its successors and assigns all of Seller's right, title and interest throughout the world in and to the following, in each case free from any Liens (as defined in Section 2.4):

(a) the website used in the Business or viewable or otherwise accessible via <epi-ready.com> ("Purchased Web Site") including: (i) support files and related information associated with the Purchased Web Site; (ii) text, graphics, templates, forms, and all other content that comprise the Purchased Web Site; (iii) all content that has appeared in any past versions or editions of the Purchased Web Site; (iv) the operation, concepts, and look and feel of the Purchased Web Site; (v) all past and present web pages that comprise the Purchased Web Site; and (vi) all 800 telephone numbers and facsimile numbers associated with the Purchase Web Site or the Business;

(b) all Intellectual Property owned or used by or useful to the Business, including that intellectual property listed on Schedule 1.1 hereto and described herein, as well as guarantees, warranties, claims, causes of action, and the goodwill relating to and/or associated with such assets, and all proceeds thereof, including, without limitation, proceeds from any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof (collectively, the "Purchased IP"). For purposes of this Agreement, "Intellectual Property" means all of the following and all rights associated

with the following with respect to Seller's Business: (i) United States and foreign patents and applications therefor as described in Schedule 1.1 attached hereto and made a part hereof, and any division, substitution, continuation, continuation-in-part, reexamination, or reissues thereof, and foreign counterparts of the foregoing ("Patents"); (ii) trade-secret rights, technical information, and all other rights in or to confidential business information, including Seller's lists of past and present customers (and associated addresses, files, sales and contact information) to whom Seller has sold or provided its products ("Trade Secrets"); (iii) copyrights, copyright registrations and applications therefor including with respect to the Purchased Web Site as described above and as described in Schedule 1.1 attached hereto and made a part hereof and all other rights corresponding thereto throughout the world ("Copyrights"); (iv) trade names, trademarks, service marks, logos, trade dress rights and similar designation of origin and rights therein as described in Schedule 1.1 attached hereto and made a part hereof ("Trademarks"); (v) rights in industrial designs, and any registrations and applications therefor ("Industrial Rights"); (vi) uniform resource locators, web site addresses and domain names as described in Schedule 1.1 attached hereto and made a part hereof ("Domain Names"); (vii) all manufacturing know-how relating to the Purchased Molds (as described herein) used by or in connection with the Business and products sold by the Business or otherwise relating to or used by the Business, and all registrations and applications therefor; and (ix) any third party licenses and contracts relating to the Business and any similar, corresponding or equivalent rights to any of the foregoing;

REDACTED

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

MYLAN INC

By:  _____

Name: ANIL AMIN

Title: VP, BUSINESS DEVELOPMENT

MFP INDUSTRIES, LLC

By: _____

Name: Michael F. Prindle

Title: Member

MICHAEL F. PRINDLE

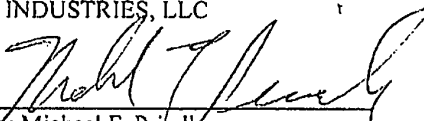
[signature page to Asset Purchase Agreement]

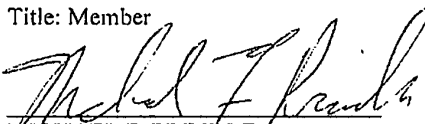
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

MYLAN INC.

By: _____
Name:
Title:

MFP INDUSTRIES, LLC

By: 
Name: Michael F. Prindle
Title: Member


MICHAEL F. PRINDLE

[signature page to Asset Purchase Agreement]

Schedule 1.1

Intellectual Property

Trademarks: EPIREADY U.S. TM Reg. #3693323

Copyrights: All materials published on Purchased Web Site and any other sales or marketing materials published or written for the Business

Patents: U.S. Patent No. 7,434,686

Domain names: <http://epi-ready.com>