

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331909

<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>
Ben Venue Laboratories, Inc.		07/15/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hikma Pharmaceuticals PLC		
<b>Street Address:</b>	13 Hanover Square		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1S 1HL		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4442124	B	
<b>Registration Number:</b>	4303590	BEDFORD LABORATORIES	
<b>Registration Number:</b>	4108830	BEYOND ABOVE-AND-BEYOND	
<b>Registration Number:</b>	2173441	CAFCIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>	6468852066		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Theresa Tran/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	4451540-0003		
<b>NAME OF SUBMITTER:</b>	Theresa Tran		
<b>SIGNATURE:</b>	/Theresa Tran/		
<b>DATE SIGNED:</b>	02/11/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of July 15, 2014 by and between Ben Venue Laboratories, Inc., a Delaware corporation with offices at 300 Northfield Road, Bedford, Ohio 44146 (“**Assignor**”), and Hikma Pharmaceuticals PLC, a public limited company incorporated in England and Wales with offices at 13 Hanover Square, London W1S 1HL, United Kingdom (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 28, 2014 (as the same may be amended, restated, supplemented or modified from time to time, the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to and under all Trademarks owned or in-licensed by Assignor used primarily or held for use primarily in the Bedford Business, including the Trademarks listed in Schedule A attached hereto and made a part hereof (collectively, the “**Transferred Trademarks**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest of Assignor in, to and under the Transferred Trademarks and the goodwill associated with such Transferred Trademarks.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill of the Bedford Business associated with and symbolized by the Transferred Trademarks, and Assignee hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks or his or her designee to record this Assignment. All costs and expenses associated with the conveyance of the Transferred Trademarks shall be borne solely by Assignee.

4. **Further Assurances.** Assignor agrees, at Assignee's expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. **Miscellaneous.**

(a) This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the Laws of the State of New York, without reference to its conflicts of laws principles that would refer the interpretation or construction of, or resolution of any dispute under, this Assignment to the substantive Laws of another jurisdiction.

(b) This Assignment may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the parties or, in the case of a waiver, by or on behalf of the party waiving compliance. No course of dealing between the parties shall be effective to amend or waive any provision of this Assignment.

(c) All legal and other costs and expenses incurred in connection herewith and the transactions contemplated hereby shall (except as otherwise provided herein) be paid by the Party incurring such expenses.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) In the event that any provision contained in this Assignment shall for any reason be held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction. Upon such a determination, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

(f) This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

BEN VENUE LABORATORIES, INC.

By: 

Name: GEORGE F. DOYLE, III

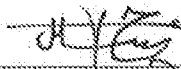
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

By: 

Name: WILLIAM C. LARKINS, JR.

Title: VICE PRESIDENT AND GENERAL MANAGER, BEDFORD LABORATORIES

HIKMA PHARMACEUTICALS PLC


By:   
Name: HUSEN ARCHANA  
Title: GENERAL COUNSEL

SIGNATURE PAGE  
TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK**  
**REEL: 005458 FRAME: 0622**

**SCHEDULE A**

**Transferred Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Owner</b>
B LOGO 	United States	85/381,260	4,442,124	Ben Venue Laboratories, Inc.
BEDFORD LABORATORIES	United States	85/382,296	4,303,590	Ben Venue Laboratories, Inc.
BEYOND ABOVE-AND-BEYOND	United States	85/382,161	4,108,830	Ben Venue Laboratories, Inc.
CAFCIT	United States	75/071,173	2,173,441	Ben Venue Laboratories, Inc.