

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actavis Mid Atlantic LLC		08/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Taro Pharmaceuticals North America, Inc.		
Street Address:	3 Skyline Drive		
City:	Hawthorne		
State/Country:	NEW YORK		
Postal Code:	10532		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1642430	FEVERALL	
Registration Number:	3950872	FEVERALL	
CORRESPONDENCE DATA			
Fax Number:	6095149779		
<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:	609-720-5394		
Email:	general.ip.mailbox@sunpharma.com		
Correspondent Name:	Kathryn Jones, Esq.		
Address Line 1:	600 College Road East, Suite 2100		
Address Line 2:	Ranbaxy Inc., a Sun Pharma Company		
Address Line 4:	Princeton, NEW JERSEY 08540		
ATTORNEY DOCKET NUMBER:	FEVERALL-TARO		
NAME OF SUBMITTER:	Kathryn Jones		
SIGNATURE:	/kathryn jones/		
DATE SIGNED:	08/25/2015		
Total Attachments: 2			
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Trademark Assignment

This Trademark Assignment (the "Assignment") is dated as of August 18, 2015, and is by and between Actavis Mid Atlantic LLC, a limited liability company organized under the Laws of Delaware, ("Assignor"), and Taro Pharmaceuticals North America, Inc., a corporation organized under the laws of the Cayman Islands, ("Assignee").

WHEREAS, on December 6, 2013, Assignor and Assignee entered into a Purchase and Sale Agreement relating to the pharmaceutical product known as FEVERALL® (the "Purchase Agreement"); and

WHEREAS, as part of the Purchase Agreement, Assignor sold, assigned, transferred, conveyed and delivered to Assignee all of Seller's right, title and interest in, to and under the Assigned Trademark, which is defined in the Purchase Agreement and includes U.S. Trademark Registration Nos. 1,642,430 and 3,950,872; and

WHEREAS, Assignor and Assignee wish to confirm the sale, assignment, transfer, conveyance and delivery of the Assigned Trademark.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Trademark Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. On December 6, 2013, the Effective Date of the Purchase Agreement, Assignor sold, assigned, transferred, conveyed and delivered to Assignee all right, title and interest of Seller in, to and under the Assigned Trademark (U.S. Trademark Registration Nos. 1,642,430 and 3,950,872) and the trademarks shown in the said Registrations together with the goodwill of the business symbolized by the Assigned Trademark.
3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the U.S. Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.
4. Terms of the Purchase Agreement. The Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. 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 any


choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York.

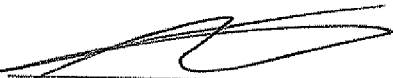
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment to be effective as of the Effective Date.

Actavis Mid Atlantic LLC

Taro Pharmaceuticals North America, Inc.

By: 
Name: Lili Lee
Title: Secretary
Date: August 18, 2015

By: 
Name: Stephen Manzano
Title: GVP, General Counsel, Secretary, Corp. Compliance
Date: