

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMD Chemicals, Inc.		10/02/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Mylan Laboratories, Inc.		
Street Address:	1500 Corporate Drive		
Internal Address:	Suite 400		
City:	Canonsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	15317		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1124454	EPIPEN	
Registration Number:	1479294	EPIPEN	
Registration Number:	2576013	EPIPEN JR. 2-PAK	
Registration Number:	2576014	EPIPEN 2-PAK	
CORRESPONDENCE DATA			
Fax Number:	(717)260-1641		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	356/24406-0007		
NAME OF SUBMITTER:	Sue Heberlig		

OP \$115.00 1124454

Signature:	/SueHeb/
Date:	05/06/2008
Total Attachments: 8 source=A1143426#page1.tif source=A1143426#page2.tif source=A1143426#page3.tif source=A1143426#page4.tif source=A1143426#page5.tif source=A1143426#page6.tif source=A1143426#page7.tif source=A1143426#page8.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") dated as of October 2, 2007 (the "Assignment Effective Date"), by and between EMD Chemicals Inc., a New York corporation ("Assignor"), and Mylan Laboratories Inc., a Pennsylvania corporation ("Assignee"), (together with Assignor, the "Parties," and each individually a "Party").

WITNESSETH:

WHEREAS, Merck KGaA, certain Affiliates of Merck KGaA (the "Sellers") and Assignee are parties to a Share Purchase Agreement dated 12 May 2007 (the "Purchase Agreement"), pursuant to which the Sellers agreed to cause Assignor to transfer to Assignee and Assignee agreed to acquire from Assignor, the trademarks listed on Attachment 1 hereto (the "Trademarks"), and all goodwill associated therewith and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee all Assignor's right, title and interest in and to the Trademarks, and all goodwill associated therewith and symbolized thereby;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, representations and warranties contained herein and in the Purchase Agreement, intending to be legally bound hereby, the Parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

ARTICLE II

ASSIGNMENT OF TRADEMARKS

2.1 Assignor does hereby irrevocably assign, transfer, convey, and deliver to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor's rights, title, and interests in and to the Trademarks, and all goodwill associated therewith and symbolized thereby, and any registrations thereof and applications therefore.

2.2 Assignor shall, without further consideration, cause to be performed such lawful acts, and to execute such further assignments and other lawful documents, as Assignee may reasonably request to perfect or record Assignee's right, title and interest in and to any of the Trademarks and to carry out and fulfill the purposes and intent of this Assignment, including, but not limited to, executing all documents necessary to record in the name of Assignee the assignment of any of the Trademarks with the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar).

2.3 With respect to any Trademarks consisting of Internet domain names, Assignor shall cooperate with Assignee to transfer (or cause to be transferred) such Internet domain names electronically from Assignor's (or the applicable record owners' and/or administrative contacts') account to Assignee's account as quickly as reasonably practicable (such that Assignee will be listed as the registrant of such domain names in the WHOIS database). Assignor further shall (and shall cause the applicable record owners and/or administrative contacts to): (i) complete, execute, notarize (as necessary), and deliver at any future date any additional documents that are reasonably necessary to perfect Assignee's ownership of such Internet domain names including, but not limited to, any transfer documents required by a domain name registrar; and (ii) generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee or its successors and assigns reasonably request to secure, obtain or enforce proper protection for such domain names and all associated rights in this or any foreign country.

2.4 Assignee shall prepare any such assignments and any other documents described in Sections 2.2 and 2.3 at its sole expense, shall pay any applicable transfer, filing or recording fees and shall reimburse Assignor for any costs and expenses incurred by Assignor in connection with the activities described herein.

2.5 The Parties hereby authorize and request the Commissioner of Patents and Trademarks, the applicable Internet domain name registration authorities, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks and to issue any and all Trademarks to Assignee as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and each of its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademarks.

ARTICLE III

PURCHASE PRICE

3.1 The aggregate purchase price to be paid hereunder shall be Euro Twenty-Two Million (EUR 22,000,000) (the "Purchase Price").

ARTICLE IV

MISCELLANEOUS

4.1 This Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered by the duly authorized officer of each of Assignor and Assignee as of the Assignment Effective Date.

MYLAN LABORATORIES INC.

By:

Name:

Title:

P. J. Jans
DR. PHILIP JANSBI
on the basis of a
Power of Attorney dated
21 September 2007

EMD CHEMICALS INC.

By:

Name: Meiken Krebs

Title: President & CEO

EMD Chemicals Inc.

Attachment I

Trademark	Country	Registration/Application Number	Registration Status
EIPEN	Argentina	1,609,556	Registered
EIPEN	Argentina	2677186	Pending
EIPEN	Australia	A467040	Registered
EIPEN	Austria	159542	Registered
EIPEN	Austria	2937/95	Pending
EIPEN	Benelux	433301	Registered
EIPEN	Benelux	779010	Registered
EIPEN	Benelux	779010	Pending
EIPEN	Bolivia	106410-C	Registered
EIPEN	Bolivia	106438-C	Registered
EIPEN	Botswana	BW/M/9700669	Registered
EIPEN	Brazil	817403191	Registered
EIPEN	Brazil	828496064	Pending
EIPEN	Bulgaria	3410685	Pending
EIPEN	Canada	290306	Registered
EIPEN	Chile	747353	Registered
EIPEN	China	734370	Registered
EIPEN	China	5458022	Pending
EIPEN	Colombia	6052847	Pending
EIPEN	Colombia	327988	Registered
EIPEN	Costa Rica	158527	Registered
EIPEN	Costa Rica	159280	Registered
EIPEN	Croatia	779010	Registered
EIPEN	Cyprus	3410685	Pending
EIPEN	Czech Republic	779010	Registered
EIPEN	Czech Republic	A 946/02	Pending
EIPEN	Denmark	1222/1993	Registered
EIPEN	Denmark	3410685	Pending
EIPEN	Dominican Republic	153592	Registered
EIPEN	Ecuador	171031	Pending
EIPEN	Ecuador	171032	Pending
EIPEN	Egypt	87535	Registered
EIPEN	El Salvador	E-64905-2006	Pending
EIPEN	El Salvador	150 Book 67	Registered
EIPEN	Estonia	3410685	Pending
EIPEN	European Union	3410685	Pending
EIPEN	Fiji	442/2004	Registered
EIPEN	Fiji	441/2004	Registered

EIPEN	Finland	114063	Registered
EIPEN	Finland	5295/89	Pending
EIPEN	France	1412708	Registered
EIPEN	France	3410685	Pending
EIPEN	Germany	302 02 508	Registered
EIPEN	Germany	3410685	Pending
EIPEN	Greece	114820	Registered
EIPEN	Greece	114820	Pending
EIPEN	Greece	779010	Registered
EIPEN	Guatemala	143168-235-335	Registered
EIPEN	Guatemala	142639-6-334	Registered
EIPEN	Honduras	05-33581	Pending
EIPEN	Honduras	2006-010358	Pending
EIPEN	Hungary	779010	Registered
EIPEN	Hungary	3410685	Pending
EIPEN	Iceland	779010	Registered
EIPEN	India	1467306	Pending
EIPEN	Indonesia	D00-2006-026839	Pending
EIPEN	Indonesia	D00-2006-026837	Pending
EIPEN	Iran	71714	Registered
EIPEN	Ireland	3410685	Pending
EIPEN	Israel	66544	Registered
EIPEN	Italy	969,641	Registered
EIPEN	Italy	3410685	Pending
EIPEN	Japan	4 536 848	Registered
EIPEN	Japan	4 557 537	Registered
EIPEN	Jersey	3410685	Pending
EIPEN	Korea (South)	40-2006-34628	Pending
EIPEN	Latvia	3410685	Pending
EIPEN	Lesotho	97/00460	Registered
EIPEN	Lithuania	3410685	Pending
EIPEN	Macedonia	N/A	Not yet filed
EIPEN	Malaysia	6012289	Pending
EIPEN	Malaysia	6012290	Pending
EIPEN	Malta	3410685	Pending
EIPEN	Mexico	940023	Registered
EIPEN	Mexico	940901	Registered
EIPEN	Namibia	91/0478	Registered
EIPEN	New Zealand	715407	Registered
EIPEN	New Zealand	196334	Registered
EIPEN	Nicaragua	2006/00231	Pending
EIPEN	Norway	148481	Registered
EIPEN	Pakistan	226065	Pending
EIPEN	Pakistan	226064	Pending
EIPEN	Panama	148864	Registered

EIPEN	Panama	148865	Pending
EIPEN	Papua New Guinea	A65302	Registered
EIPEN	Papua New Guinea	A65305	Registered
EIPEN	Paraguay	13503-2006	Pending
EIPEN	Paraguay	13504-2006	Pending
EIPEN	Peru	122266	Registered
EIPEN	Peru	278900	Pending
EIPEN	Philippines	4-2006-007157	Pending
EIPEN	Poland	110368	Registered
EIPEN	Poland	3410685	Pending
EIPEN	Portugal	259533	Registered
EIPEN	Portugal	3410685	Pending
EIPEN	Portugal	259534	Registered
EIPEN	Romania	3410685	Pending
EIPEN	Singapore	T06/13089Z	Registered
EIPEN	Singapore	T06/13091A	Registered
EIPEN	Slovakia	779010	Registered
EIPEN	Slovakia	A 946/02	Pending
EIPEN	Slovenia	779010	Registered
EIPEN	Slovenia	3410685	Pending
EIPEN	South Africa	91/3600	Registered
EIPEN	Spain	3410685	Pending
EIPEN	Swaziland	397/97	Registered
EIPEN	Sweden	231043	Registered
EIPEN	Sweden	779010	Registered
EIPEN	Sweden	3410685	Pending
EIPEN	Switzerland	433277	Registered
EIPEN	Taiwan	644402	Registered
EIPEN	Taiwan	82036331	Pending
EIPEN	Thailand	KOR22888	Registered
EIPEN	Thailand	631567	Pending
EIPEN	Tonga	TO/M/04/01626	Pending
EIPEN	Tonga	TO/M/04/01624	Pending
EIPEN	Turkey	151093	Registered
EIPEN	Turkey	2004/24132	Registered
EIPEN	United Kingdom	1403978	Registered
EIPEN	United Kingdom	3410685	Pending
EIPEN	USA	1,124,454	Registered
EIPEN	USA	1,479,294	Registered
EIPEN	Uruguay	373175	Pending
EIPEN	Venezuela	P-179383	Registered
EIPEN	Venezuela	2006-017660	Pending

EPIPEN	Vietnam	4-2006-13421	Pending
EPIPEN	Western Samoa	4689	Registered
EPIPEN	Western Samoa	4690	Registered
EPIPEN	WIPO	779010	Registered
EPIPEN FASTJEKT	Italy	969,642	Registered
EPIPEN JR. 2-PAK	USA	2,576,013	Registered
EPIPEN (kata)	Japan	4 588 410	Registered
EPIPEN (kata)	Japan	4 598 961	Registered
EPIPEN 2- PAK	USA	2,576,014	Registered
EPIPEN- LOGO	Argentina	2694687	Pending
EPIPEN- LOGO	Brazil	828496080	Pending
EPIPEN- LOGO	China	5458023	Pending
EPIPEN- LOGO	Taiwan	1248685	Registered
EPIPEN- LOGO	Thailand	631566	Pending
EPIPEN- LOGO	Venezuela	2006-012018	Pending

Domain names

epipen.net
