

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Forest Laboratories, Inc.		09/22/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caraco Pharmaceutical Laboratories, Ltd.		
<b>Street Address:</b>	1150 Elijah McCoy Drive		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48202		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1415548	FLUMADINE	
Registration Number:	2929594	ISOCHRON	
Registration Number:	1525198	THEOCHRON	
Registration Number:	0654047	ELIXOPHYLLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-761-3780		
<b>Email:</b>	asujek@bodmanllp.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman LLP		
<b>Address Line 1:</b>	201 South Division, Ste 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>Signature:</b>	/Angela Alvarez Sujek/		

OP \$115.00 1415548

**900150070**

**TRADEMARK  
 REEL: 004115 FRAME: 0148**

Date:

12/14/2009

**Total Attachments: 5**

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is dated as of September 22, 2009 (the "Agreement"), and is made among **FOREST LABORATORIES, INC.**, a Delaware corporation having its principal offices at 909 Third Avenue, New York, NY 10022 ("Forest") and **CARACO PHARMACEUTICAL LABORATORIES, LTD**, a Michigan corporation having its principal offices at 1150 Elijah McCoy Drive, Detroit, MI 48202 ("Caraco").

RECITALS:

A. Forest and Caraco have entered into that certain Asset Purchase Agreement dated July 10, 2009 between Forest and Caraco (the "Asset Purchase Agreement").

B. Forest owns the trademarks set forth on Schedule A attached hereto (the "Trademarks"), and, pursuant to the Asset Purchase Agreement, Forest wishes to transfer to Caraco the Trademarks, and Caraco wishes to acquire the Trademarks.

C. Unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. *Assignment of Rights.* Forest hereby assigns to Caraco all rights, title, and interests in and to the Trademarks, including, without limitation, (i) all goodwill associated therewith; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto; and (iv) any and all other rights corresponding thereto and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each Trademark.

2. *Recordation.* Forest hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states, to record Caraco as the owner of the Trademarks assigned by Forest to Caraco pursuant to Paragraph 1 and issue in accordance with this Agreement all registrations of such Trademarks and all applications for any of the same, which are assigned to Caraco by this Agreement or which relate to the subject matter so assigned.

3. *Further Assurances.* Forest agrees to provide all assistance reasonably requested by Caraco to fulfill the purposes of this Agreement, including executing further consistent assurances, confirmation, assignments,

transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Forest will not oppose or otherwise impede any effort by Caraco to enforce or procure registration for the Trademarks before any administrative, government or other tribunal.

4. *No Conflicting Uses.* Forest agrees that it will not utilize or seek to utilize the Trademarks, or any confusingly similar trademarks, or the goodwill associated therewith anywhere in the world.

5. *Indemnification.*

(a) Forest shall indemnify and hold Caraco and its Affiliates and their respective directors, officers, employees, consultants, contractors, representatives and agents (collectively, the "**Caraco Indemnitees**") harmless from and against any and all losses, costs, damages, fees or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Damages**") incurred by any Caraco Indemnitee arising out of any claim relating to a breach by Forest of this Agreement.

(b) Caraco shall indemnify and hold Forest and its Affiliates and their respective directors, officers, employees, consultants, contractors, representatives and agents (collectively, the "**Forest Indemnitees**") harmless from and against any Damages incurred by any Forest Indemnitee arising out of any claim relating to a breach by Caraco of this Agreement.

6. *Parties in Interest.* This Assignment shall inure to the benefit of Caraco and its successors and assigns, and shall be binding upon Forest and its successors and assigns.

7. *Inconsistent Terms.* In the event that any provision of this Assignment is constructed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.


8. *Governing Law; Dispute Resolution.* This Assignment shall be governed by and construed in accordance with the law of the State of Illinois, without regard to the conflicts of law rules of such state. Any dispute as to matters relating to this Assignment shall be resolved in accordance with the dispute resolution procedures of the Asset Purchase Agreement.

9. *Execution; Facsimile Signatures.* This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be signed and transmitted by facsimile with the same force and effect as if such counterpart was an ink-signed original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**FOREST LABORATORIES, INC.**

By:   
Name: Francis Perier  
Title: Senior Vice President - Finance & CFO

**CARACO PHARMACEUTICAL  
LABORATORIES, LTD.**

By: \_\_\_\_\_  
Name: Jitendra N. Doshi  
Title: Chief Executive Officer

*signature page to trademark assignment*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**FOREST LABORATORIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CARACO PHARMACEUTICAL  
LABORATORIES, LTD.**

By:  \_\_\_\_\_  
Name: Jitendra N. Doshi  
Title: Chief Executive Officer

Schedule A

**Trademarks**

Flumadine®  
Isochron®  
Theochron®  
Elixophyllin®