

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
Rugby Laboratories, Inc.		10/29/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Harvard Drug Group, L.L.C.		
Street Address:	31778 Enterprise Drive		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48150		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	73605710	ALLER-CHLOR	
Serial Number:	73605133	ALMACONE	
Serial Number:	73631062	BROMALINE	
Serial Number:	73639095	CAPTABS	
Serial Number:	73605132	DIPHENHIST	
Serial Number:	73652561	HYDROSKIN	
Serial Number:	77215412	NRS	
Serial Number:	73599046	RUGBY	
Serial Number:	76687044	RUGBY	
Serial Number:	73645437	SEA-OMEGA	
Serial Number:	77320052	STILL IN THE GAME	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Email: christine.hernandez@dechert.com
Correspondent Name: Christine Hernandez
Address Line 1: 2929 Arch Street
Address Line 2: Dechert LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	120859
NAME OF SUBMITTER:	Christine M. Hernandez
Signature:	/Christine M. Hernandez/
Date:	11/04/2012

Total Attachments: 4

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Exhibit A

RECORDABLE ASSIGNMENT OF TRADEMARKS

This RECORDABLE ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of October 29, 2012 ("Effective Date") by and between Rugby Laboratories, Inc., a New York corporation (the "Assignor"), and The Harvard Drug Group, L.L.C., a Michigan limited liability company ("Assignee").

WHEREAS Watson Pharma, Inc., an affiliate of the Assignor, and the Assignee have entered into an Asset Purchase Agreement dated August 24, 2012 (the "APA"), pursuant to which Assignee has agreed to acquire certain assets, including without limitation those registered trademarks listed on Table A-1 hereto and made part hereof (the "Assigned Marks"); and

WHEREAS, the Assignor wishes to assign the Assigned Marks to Assignee.

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

1. The Assignor does hereby irrevocably sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of the Assignor's worldwide rights, title, and interest in and to the Assigned Marks. Such assignment includes, without limitation, all registrations, all common law rights in the foregoing, the goodwill of the business connected with the use of and symbolized by the foregoing, all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, and further including all income, royalties and any other payment now and hereafter due and/or payable to Assignee, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to transfer ownership of the Assigned Marks to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. This instrument shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. This instrument may be executed by PDF signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature Page To Follow On Next Page]

EXECUTION VERSION

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

Assignor:

Rugby Laboratories, Inc.

By: Andrew S. Boyer

Name: Andrew Boyer

Title: Senior Vice President, Sales and Marketing
Generic Pharmaceutical Products

Assignee:

The Harvard Drug Group, L.L.C.

By: _____

Name: _____

Title: _____

[Signature Page to Exhibit A of Assignment of IP]

EXECUTION VERSION

The undersigned parties, by their authorized representatives, have executed this Recordable Assignment of Trademarks as of the date first written above:

Assignor:

Rugby Laboratories, Inc.

By: _____

Name: _____

Title: _____

Assignee:

The Harvard Drug Group, L.L.C.

By: Terry P. Haas

Name: Terry Haas _____

Title: CEO _____

[Signature Page to Exhibit A of Assignment of IP]

Table A-1

ASSIGNED MARKS

Trademark Name	Country Name	Application Number	Registration Number
ALLER-CHLOR	US	73605710	1423592
ALMACONE	US	73605133	1428985
BROMALINE	US	73631062	1450320
CAPTABS	US	73639095	1470380
DIPHENHIST	US	73605132	1721331
HYDROSKIN	US	73652561	1463264
NRS	US	77215412	3384911
RUGBY	US	73599046	1443806
RUGBY Logo	US	76687044	3535799
SEA-OMEGA	US	73645437	1470382
STILL IN THE GAME	US	77320052	3747290