OP \$215.00 285437

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM301653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EXCERPTS FROM PURCHASE AGREEMENT EVIDENCING ASSIGNMENT OF TRADEMARKS AND GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paddock Laboratories, Inc.		01/20/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Perrigo Company	
Street Address:	515 Eastern Avenue	
City:	Allegan	
State/Country:	MICHIGAN	
Postal Code:	49010	
Entity Type:	CORPORATION: MICHIGAN	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2854371	ACCUTIP
Registration Number:	2205690	ACTIDOSE
Registration Number:	2942118	COMPRO
Registration Number:	2202936	NYSTOP
Registration Number:	2205683	ORA-PLUS
Registration Number:	2205689	ORA-SWEET
Registration Number:	2205708	PODOCON-25
Registration Number:	2277235	THE RULE OF 15

CORRESPONDENCE DATA

Fax Number: 6169578196

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 616-949-9610

Email: ptomail@priceheneveld.com

Correspondent Name: H. W. Reick
Address Line 1: 695 Kenmoor SE
Address Line 2: P O Box 2567

Address Line 4: Grand Rapids, MICHIGAN 49501

ATTORNEY DOCKET NUMBER: PAD001 A000

NAME OF SUBMITTER:	H. W. Reick	
SIGNATURE:	/Winthrop/	
DATE SIGNED:	04/16/2014	
Total Attachments: 4		
source=18B6667#page1.tif		
source=18B6667#page2.tif		
source=18B6667#page3.tif		
source=18B6667#page4.tif		

PURCHASE AGREEMENT

by and among

PERRIGO COMPANY,

PADDOCK LABORATORIES, INC.,

PADDOCK PROPERTIES LIMITED PARTNERSHIP

and,

solely for purposes of Section 11.15,

THE PERSONS SET FORTH ON EXHIBIT A

Dated as of January 20, 2011

DB1/65877045.11

and (g) any guaranty of any obligation described in the foregoing clauses (a) through (f) on behalf of any other Person.

"Independent Accountant" has the meaning set forth in Section 3.3(a)(ii).

"Initial Payment" has the meaning set forth in Section 3.2(a).

"Intellectual Property" means any and all of the following as they exist in all jurisdictions throughout the world: (i) Patents (ii) trademarks, service marks, trade names, trade dress, domain names, brand names, certification marks, logos, corporate names and other indications of origin, together with all goodwill related to the foregoing, (iii) copyrights and designs, applications for registrations of copyrights, and copyrightable works and all rights associated therewith and the underlying works of authorship, (iv) all inventions, invention certificates, trade secrets, discoveries, processes, formulae, methods, schematics, drawings, blue prints, utility models, designs and design applications, technology, know-how, software, ideas and improvements, technical data, databases, mask works, customer lists, and other proprietary or confidential information and materials, (v) computer software programs, including all source code, object code and documentation relating thereto, and (vi) all rights in the foregoing.

"IRS" means the U.S. Internal Revenue Service or successor thereto.

"Key Employees" means Michael Graves, Lonny Wittnebel, Yogesh Dandiker and Jim Schwier.

"Knowledge of the Company" means the actual knowledge after reasonable inquiry of Bruce Paddock, Michael Graves, Lonny Wittnebel, Phil Thompson, Yogesh Dandiker and Jim Schwier.

"Law" means any federal, state, local or foreign law (including common law), statute, code, ordinance, rule, regulation or other requirement.

"Legal Proceeding" means any judicial, administrative or arbitral claim, action, complaint, hearing, petition, suit, mediation, litigation, investigation, examination, inspection or other proceeding, at law or in equity, in any case, by or before a Governmental Body.

"<u>Liabilities</u>" means any and all debts, liabilities, obligations, deficiencies, penalties, assessments, fines, claims, causes of action or other losses, fees, costs or expenses, whether accrued or fixed, absolute or contingent, matured or unmatured, due or to become due and whether arising under any Order, Contract or otherwise.

"<u>Licensed Intellectual Property</u>" means Intellectual Property licensed to the Company by a third party.

"Lien" means any lien, claim, charge, right of way, pledge, security interest, option, right of first refusal or offer, easement, right of others, mortgage, deed of trust, hypothecation, conditional sale, servitude, transfer restriction under any Law, shareholder or similar Contract or similar encumbrance.

DB1/65877045.11

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PERRIGO COMPANY

By: Quello V mon
Name: Judy L/Krown Title: Executive Vice President & Chief Financial Officer
PADDOCK LABORATORIES, INC.
Ву:
Name: Title:
PADDOCK PROPERTIES LIMITED PARTNERSHIP
Ву:
Name: Title:
Solcly for purposes of Section 11.15:
BRUCE G. PADDOCK REVOCABLE TRUST U/A DATED 2/21/02
Ву:
Name: Title:
BRUCE G. PADDOCK 2001 IRREVOCABLE GRANTOR TRUST
Ву:
Name: Title:

[Signature Pages to Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PERRIGO COMPANY

Ву:
Name: Title:
PADDOCK LABORATORIES, INC.
By: Supling
Name: Bruce Paddock Title: Chairman
PADDOCK PROPERTIES LIMITED PARTNERSHIP
By: Eagle Real Estate, LLC, its general partner
By: Thulphady
Name: Bruce Paddock Title: Manager
Solely for purposes of Section 11.15: BRUCE G. PADDOCK REVOCABLE TRUST
U/A DATED 2/21/02
3y: Surpland
Name: Bruce Paddock Title: Trustee
BRUCE G. PADDOCK 2001 IRREVOCABLE BRANTOR TRUST
a (MACE)
Name: Dennis Amoth

Title: Trustee

[Signature Pages to Purchase Agreement]

RECORDED: 08/01/2012 RECORDED: 04/16/2014