

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Pliva, Inc.	12/23/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Watson Laboratories, Inc.
<b>Street Address:</b>	311 Bonnie Circle
<b>City:</b>	Corona
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92880
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5858401
Patent Number:	7070802
Application Number:	10207146
Application Number:	11400585
Application Number:	11686555
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)293-6499
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2152936438
<b>Email:</b>	edward.trauffer@tevausa.com
<b>Correspondent Name:</b>	Edward Trauffer
<b>Address Line 1:</b>	425 Privet Rd
<b>Address Line 4:</b>	Horsham, PENNSYLVANIA 19044
<b>NAME OF SUBMITTER:</b>	Edward A. Trauffer
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## ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS ("Agreement") is made and entered into as of this 23<sup>rd</sup> day of December, 2008, by and between PLIVA, INC., a New Jersey corporation with offices at 225 Summit Ave., Montvale, NJ 07645 ("Assignor"), and WATSON LABORATORIES, INC., a Nevada corporation with offices at 311 Bonnie Circle, Corona, CA 92880 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 24, 2008 (the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery to Assignee of this instrument evidencing the sale, transfer and assignment by Assignor to Assignee of all right, title and interest in and to US Patent Nos. 5,858,401 and 7,070,802, US Pub. Appl. Nos. 2006/188561 A1 and 2007/259810 A1 and US Appl. No. 10/207,146, and all continuing applications, re-issues, continuations, divisions, continuations-in-part, reexaminations, renewals and extensions thereof (the "Patents").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto enter into this agreement as follows:

1. Assignment of Rights. Assignor hereby irrevocably sells, transfers and assigns to Assignee and Assignee's successors and assigns all right, title and interest in and to the Patents and the inventions covered thereby, together with the right to sue and recover damages and bring other actions for future or past infringements thereof and for other causes of action relating thereto and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all patents and applications for the Patents to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all patents which may issue with respect to any applications for a patent included in the Patents, in accordance with this Agreement.

3. General Provisions.

(a) This Agreement is to be read in conjunction with the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

(b) This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York (without giving effect to the principles of conflicts of laws thereof). Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the Southern District of the State of New York or the United States of America, in each case located in the New York County, hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

(c) This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto.

(d) The failure of any party to enforce any terms or provisions of this Agreement will not waive any rights under such terms and provisions.

(e) This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have made, entered into and executed this Agreement as of the date first written above.

PLIVA, INC.

By: William McKee  
Name: William McKee  
Title: President + CFO

WATSON LABORATORIES, INC.

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

[PATENT ASSIGNMENT]