

_____, INC.

**PROPRIETARY INFORMATION, INVENTIONS AND NONSOLICIT AGREEMENT
FOR EMPLOYEES**

I recognize that _____, Inc., a Delaware corporation, together with its parents and subsidiaries (hereinafter collectively called the "Company"), is engaged in a continuous program of research, development and production respecting its business, present and future, relating to a broad range of generic, prescription, topical, dermatological, medical, dental and veterinary products (the "Business"). I recognize that these programs represent valuable assets to the Company.

In consideration of my employment, the compensation received by me from the Company from time to time, and other good and valuable consideration, my signature below hereby acknowledges the sufficiency of which, I hereby agree as follows:

1. As an employee of the Company, I will devote my best efforts to the interests of the Company and to making contributions and inventions of value to the Company.

2. I agree that employment creates a relationship of confidence and trust between the Company and me and, in acknowledgement of this relationship, I will not engage in any activity, investment, interest or association:

(a) which is hostile, adverse to or competitive with the Company, or

(b) which so occupies my attention as to interfere with the proper and efficient performance of my duties at the Company, or

(c) which interferes with the independent exercise of my judgment in the Company's interests.

3. I agree that the Company possesses and will continue to possess information that has been created, discovered, developed or otherwise become known to the Company (including but without limitation, information created, discovered, developed or made known to me during the period of or arising out of my employment by the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the Business. All the aforementioned information is hereinafter called "Proprietary Information." Proprietary Information, for purposes of this Agreement, includes all information disclosed to me or known by me as a result of my employment with the Company, not generally known to the public, about the Company's products, processes, machines and services, including research, development, manufacturing, purchasing, finance, data processing, engineering, marketing, merchandising, selling, and customers, including customer lists

and customer contact information.

4. As used herein, the period of my employment includes any time in which I may be retained by the Company as a consultant or on contract before or after being an employee.

5. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information clearly in the public domain and my own knowledge, skills and experience to whatever extent and in whatever way I wish.

6. I agree that all algorithms, flow charts, sketches, schematics, drawings, models, plans, specifications, microcodes, computer programs, documentation, circuit and logic diagrams, circuit layouts, silkscreens, lab books, research reports and similar items documenting my work for the Company fall under the category of Work for Hire under the copyright laws of the United States. In consideration of my employment, I agree that programs and other such documentation written or created by me in the general areas of research and development being pursued by or under study by the Company in the Business shall be presumed to be Works for Hire performed for the Company, unless I have notified the Company, in writing, that the particular work is being created outside my employment. Such notification must be made as soon as is practical and with sufficient detail to identify the material in question.

I understand that, in the absence of such notification, at the time of creation or immediately after creation, works made in whole or in part by me during my employment by the Company, falling within the scope of the Business of the Company, will be presumed to be Works for Hire. All copyrights to such works shall be the sole and exclusive property of the Company. I also understand that all such works are protected by the copyright laws of the United States from the time of their creation, and that any copying or appropriation of such works by me, for my own use or that of others for purposes not authorized by the Company or in its interests, will be in violation of the copyright laws of the United States and of international copyright conventions. Finally, in consideration of my employment, I agree to cooperate with the Company in performing all necessary steps for securing copyright registration of works created by me in whole or in part. This last obligation shall extend beyond the period of employment, providing that the Company agrees to provide reasonable expenses and compensation for my time, such compensation not to exceed twice the highest hourly rate paid to me during the period of my employment by the Company.

7. In the event of the termination of my employment by me or by the Company for any reason, I will deliver to the Company all documents and data of any nature pertaining to my work with the Company and I will not take with me any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information.

8. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, formulae, processes, techniques, skills and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment which are related to or useful in the Business of the Company, or result from tasks assigned me by the Company or result from the use of premises owned, leased or contracted for the Company (all said improvements, inventions, formulae, processes, techniques, skills and data shall be collectively hereinafter called "Inventions").

9. I agree that all Inventions shall be the sole property of the Company and its assigns, and that the Company and its assigns shall be the sole owner of all patents and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I further agree as to all such Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and enforce from time to time patents on said Inventions in any and all countries, and to that end I will execute all documents for use in applying for and obtaining such patents thereon and enforcing the same, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. In the event the Company is unable, because of my mental or physical incapacity or for any reason whatsoever, to secure my signature to apply for, or to pursue any application for any United States ("U.S.") or for any foreign patent or copyright covering Inventions assigned to the Company as stated above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for me and on my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution, issuance and renewal of U.S. and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request with such compensation not to exceed twice the highest hourly rate paid to me during the period of my employment by the Company.

10. Any provision in this Agreement requiring me to assign my rights in any Invention does not apply to an Invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on my own time, and (a) which does not relate (i) to the Business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) which