not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined to accept the executed Consent Agreement and place such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.Fons 0 Tw 15.44 0 Td [94(ons

ORDER

I.

IT IS ORDERED THAT , as used in this Order to Maintain Assets, the following

licensed to, the Respondents.

H. "Interim Monitor" means any monitor appointed pursuant to Paragraph III of this Order to Maintain Assets or Paragraph II of the Decision and Order.

I. "Orders" means the Decision and Order and this Order to Maintain Assets.

II.

IT IS FURTHER ORDERED THAT from the date this Order to Maintain Assets becomes final and effective:

A. Until Respondents fully transfer and deliver the Minocycline Product Assets to an Acquirer, Respondents shall take such actions as are necessary to maintain the full economic viability, marketability and competitiveness of each of the related Minocycline Product Businesses, to minimize any risk of loss of competitive potential for such Minocycline Product Businesses, and to prevent the destruction, removal, wasting, deterioration, or impairment of such Minocycline Product Assets except for ordinary wear and tear. Respondents shall not sell, transfer, encumber or otherwise impair the Minocycline Product Assets (other than in the manner prescribed in the Decision and Order) nor take any action that lessens the full economic viability, marketability or competitiveness of the related Minocycline Product Businesses.

B. Until Respondents fully transfer and deliver the Minocycline Product Assets to an Acquirer, Respondents shall maintain the operations of the related Minocycline Product Businesses in the regular and ordinary course of business and in accordance with past practice (including regular repair and maintenance of the assets of such business) and/or as may be necessary to preserve the full economic marketability, viability, and competitiveness of such Minocycline Product Businesses and shall use their best efforts to preserve the existing relationships with the following: suppliers; vendors and distributors; High Volume Accounts; customers; Agencies; employees; and others having business relations with each of the respective Minocycline Product Businesses. Respondents' responsibilities shall include, but are not limited to, the following:

1. providing each of the respective Minocycline Product Businesses with sufficient working capital to operate at least at current rates of operation, to meet all capital calls with respect to such business and to carry on, at least at their scheduled pace, all capital projects, business plans and promotional activities for such Minocycline Product Business;

2. continuing, at least at their scheduled pace, any additional expenditures for each of the respective Minocycline Product Businesses authorized prior to the date the Consent Agreement was signed by Respondents including, but not limited to, all research, Development, manufacturing, distribution, marketing and sales expenditures;

3. providing such resources as may be necessary to respond to competition against each of the Minocycline Products and/or to prevent any diminution in sales of each of the Minocycline Products during and after the Acquisition process and prior to the complete transfer and delivery of the related Minocycline Product Assets to an Acquirer;

4. providing such resources as may be necessary to maintain the competitive strength and positioning of each of the Minocycline Products that were marketed or sold by Respondents prior to April 6, 2014, at the related High Volume Accounts;

5. making available for use by each of the respective Minocycline Product Businesses funds sufficient to perform all routine maintenance and all other maintenance as may be necessary to, and all replacements of, the assets related to such Minocycline Product Businesses; and

6. providing such support services to each of the respective Minocycline Product Businesses as were being provided to such Minocycline Product Business by Respondents as of the date the Consent Agreement was signed by Respondents.

C. Until Respondents fully transfer and deliver each of the respective Minocycline Product Assets to an Acquirer, Respondents shall maintain a workforce that is (i) at least as large in size (as measured in full time equivalents), and (ii) comparable in training, and expertise, to what has been associated with the Minocycline Products for the relevant Minocycline Products' last fiscal year.

D. Respondents shall:

1. for a period of six (6) months from the Closing Date or until the hiring of ten (10) Minocycline Product Core Employees by the Acquirer or its Manufacturing Designee, whichever occurs earlier, provide the Acquirer or its Manufacturing Designee with the opportunity to enter into employment contracts with the Minocycline Product Core Employees related to the Minocycline Products and assets acquired by the Acquirer. Each of these periods is hereinafter referred to as the "Minocycline Product Core Employee Access Period(s)";

2. not later than the earlier of the following dates: (i) ten (10) days after notification by the Commission to Respondents to provide the Product Employee Information; or (ii) ten (10) days after written request by an Acquirer, provide the Acquirer or Proposed Acquirer(s) with the Product Employee Information related to the Minocycline Produc(r)3(, pr)3(

provided, however, that Respondents may hire any former Minocycline Product Employee whose employment has been terminated by the Acquirer or its Manufacturing Designee or who independently applies for employment with a Respondent, as long as that employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided further, however, that this Paragraph does not require nor shall be construed to require Respondents to terminate the employment of any employee or to prevent Respondents from continuing to employ the Minocycline Product Core Employees in connection with the Acquisition;

provided further, *however*, that any Respondent may do the following: (i) advertise for employees in newspapers, trade publications or other media not targeted specifically at the Minocycline Product Employees; or (ii) hire a Minocycline Product Employee who contacts any Respondent on his or her own initiative without any direct or indirect solicitation or encouragement from any Respondent.

E. Pending divestiture of the Minocycline Product Assets, Respondents shall:

1. not use, directly or indirectly, any Confidential Business Information other than as necessary to comply with the following:

   a. the requirements of this Order;

   b. Respondents' obligations to the Acquirer under the terms of any related Remedial Agreement; or

   c. applicable Law;

2. not disclose or convey any such Confidential Business Information, directly or indirectly, to any Person except (i) the Acquirer, (ii) other Persons specifically authorized by such Acquirer to receive such information, (iii) the Commission, or (iv) the Interim Monitor (if any has been appointed);

3. not provide, disclose or otherwise make available, directly or indirectly, any such Confidential Business Information that is exclusively related to the marketing or sales of the Minocycline Product to the employees associated with the Business related to those Retained Products that are the therapeutic equivalent (as that term is defined by the FDA) of the Minocycline Product; and

4. institute procedures and requirements to ensure that the above-described employees:

a. do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of this Order to Maintain Assets; and,

b. do not solicit, access or use any Confidential Business Information that they are prohibited from receiving for any reason or purpose.

F. Not later than thirty (30) days from the earlier of (i) the Closing Date or (ii) the date this Order to Maintain Assets is issued by the Commission, Respondents shall provide written notification of the restrictions on the use and disclosure of the Confidential Business Information by Respondents' personnel to all of their employees who (i) may be in possession of such Confidential Business Information or (ii) may have access to such Confidential Business Information.

G. Respondents shall give the above-described notification by e-mail with return receipt requested or similar transmission, and keep a file of those receipts for one (1) year after the Closing Date. Respondents shall maintain complete records of all such notifications at Respondents' registered office within the United States and shall provide an officer certification to the Commission stating that the acknowledgment program has been implemented and is being complied with. Respondents shall provide the Acquirer with copies of all certifications, notifications and reminders sent to Respondents' personnel.

H. Respondents shall monitor the implementation by its employees and other personnel of all applicable restrictions with respect to Confidential Business Information, and take corrective actions for the failure of such employees and personnel to comply with such restrictions or to furnish the written agreements and acknowledgments required by this Order to Maintain Assets

I. The purpose of this Order to Maintain Assets is to maintain the full economic viability, marketability and competitiveness of the Minocycline Product Businesses within the Geographic Territory through their full transfer and delivery to an Acquirer, to minimize any risk of loss of competitive potential for the Minocycline Product Businesses within the Geographic Territory, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of the Minocycline Product Assets except for ordinary wear and tear.

III.

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B. The Commission shall select the Interim Monitor, subject to the consent of Respondents, which consent shall not be unreasonably withheld. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of a proposed Interim Monitor within ten (10) days after notice by the staff of the Commission to Respondents of the identity of any proposed Interim Monitor, Respondents shall be deemed to have consented to the selection of the proposed Interim Monitor.

C. Not later than ten (10) days after the appointment of the Interim Monitor, Respondents shall execute an agreement that, subject to the prior approval of the Commission, confers on the Interim Monitor all the rights and powers necessary to permit the Interim Monitor to monitor Respondents' compliance with the relevant requirements of the Orders in a manner consistent with the purposes of the Orders.

D. If an Interim Monitor is appointed, Respondents shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Interim Monitor:

1. The Interim Monitor shall have the power and authority to monitor Respondents' compliance with the divestiture and asset maintenance obligations and related requirements of the Orders, and shall exercise such power and authority and carry out the duties and responsibilities of the Interim Monitor in a manner consistent with the purposes of the Orders and in consultation with the Commission.

2. The Interim Monitor shall act in a fiduciary capacity for the benefit of the Commission.

3. The Interim Monitor shall serve until the date of completion by the Respondents of the divestiture of all Minocycline Product Assets and the transfer and delivery of the related Product Manufacturing Technology in a manner that fully satisfies the requirements of this Order and, with respect to each Minocycline Product, until the earliest of: (i) the date the Acquirer (or the Acquirer's Manufacturing Designee(s)) is approved by the FDA to manufacture that Minocycline Product and able to manufacture that Minocycline Product in commercial quantities, in a manner consistent with cGMP, independently of the Respondents, (ii) the date the Acquirer notifies the Commission and Respondents of its intention to abandon its efforts to manufacture that Minocycline Product, (iii) the date of written notification from staff of the Commission that the Interim Monitor, in consultation with staff of the Commission, has determined that the Acquirer has abandoned its efforts to manufacture that Minocycline Product,

provided, however, that, with respect to each Minocycline Product, the Interim Monitor's service shall not exceed five (5) years from the Order Date *unless* the Commission decides to extend or modify this period as may be necessary or appropriate to accomplish the purposes of the Orders.

J. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received

assignments, conveyances, deliveries, grants, licenses, transactions, transfers and other transitions related to such divestitures are complete, or the Commission otherwise directs that this Order to Maintain Assets is terminated.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: January 30, 2015