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IMPAX LABORATORIES INC

FORM 10-Q
(Quarterly Report)

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☐ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended **June 30, 2014**

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission file number: 001-34263

Impax Laboratories, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**65-0403311**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
30831 Huntwood Avenue, Hayward, CA	**94544**
(Address of principal executive offices)	*(Zip Code)*

(510) 240-6000
(*Registrant's telephone number, including area code*)

Not Applicable
(*Former name, former address and former fiscal year, if changed since last report*)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

As of August 1, 2014, there were 70,698,855 shares of the registrant's common stock outstanding.

Impax Laboratories, Inc.

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PART I: FINANCIAL INFORMATION

ITEM 1: FINANCIAL STATEMENTS

Impax Laboratories, Inc.
CONSOLIDATED BALANCE SHEETS
(amounts in thousands, except share and per share data)
(unaudited)

	June 30, 2014	December 31, 2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 159,139	$ 184,612
Short-term investments	253,888	228,521
Accounts receivable, net	163,896	112,993
Inventory, net	84,796	70,107
Deferred income taxes	50,844	50,788
Prepaid expenses and other current assets	6,985	12,721
Total current assets	719,548	659,742
Property, plant and equipment, net	194,076	188,191
Other assets	56,321	57,820
Deferred income taxes	38,272	33,926
Intangible assets, net	22,770	29,670
Goodwill	27,574	27,574
Total assets	$ 1,058,561	$ 996,923
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 36,614	$ 26,824
Accrued expenses	104,239	111,523
Accrued profit sharing and royalty expenses	13,079	11,560
Deferred revenue	2,417	3,983
Total current liabilities	156,349	153,890
Deferred revenue	3,733	4,267
Other liabilities	29,738	28,563
Total liabilities	189,820	186,720
Commitments and contingencies (Notes 9 and 17)		
Stockholders' equity:		
Preferred stock, $0.01 par value, 2,000,000 shares authorized, 0 shares outstanding at June 30, 2014 and December 31, 2013	---	---
Common stock, $0.01 par value, 90,000,000 shares authorized and 70,955,140 and 69,927,609 shares issued at June 30, 2014 and December 31, 2013, respectively	709	699
Additional paid-in capital	353,695	336,648
Treasury stock - 243,729 shares	(2,157)	(2,157)
Accumulated other comprehensive income	1,125	1,140
Retained earnings	515,369	473,873
Total stockholders' equity	868,741	810,203
Total liabilities and stockholders' equity	$ 1,058,561	$ 996,923

The accompanying notes are an integral part of these interim consolidated financial statements.

Impax Laboratories, Inc.
CONSOLIDATED STATEMENTS OF OPERATIONS
(amounts in thousands, except share and per share data)
(unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013
Revenues:				
Global Division revenues, net	$ 176,394	$ 93,965	$ 285,534	$ 195,602
Impax Division revenues, net	11,727	35,666	21,305	82,518
Total revenues	188,121	129,631	306,839	278,120
Cost of revenues	78,349	70,744	139,445	161,361
Gross profit	109,772	58,887	167,394	116,759
Operating expenses:				
Research and development	21,252	15,540	42,993	35,145
Patent litigation expense	1,767	4,304	3,940	8,582
Selling, general and administrative	32,817	33,275	58,294	62,993
Total operating expenses	55,836	53,119	105,227	106,720
Income from operations	53,936	5,768	62,167	10,039
Other income, net	31	2,997	107	152,453
Interest income	365	315	753	591
Interest expense	93	(45)	28	(328)
Income before income taxes	54,425	9,035	63,055	162,755
Provision for income taxes	19,354	3,416	21,559	51,694
Net income	$ 35,071	$ 5,619	$ 41,496	$ 111,061
Net income per share:				
Basic	$ 0.52	$ 0.08	$ 0.61	$ 1.67
Diluted	$ 0.50	$ 0.08	$ 0.59	$ 1.62
Weighted average common shares outstanding:				
Basic	68,095,159	66,748,864	67,899,894	66,618,889
Diluted	70,313,491	68,287,948	70,195,329	68,382,004

The accompanying notes are an integral part of these unaudited interim consolidated financial statements.

Impax Laboratories, Inc.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(amounts in thousands)
(unaudited)

	Three Months Ended		Six Months Ended	
	June 30, 2014	June 30, 2013	June 30, 2014	June 30, 2013
Net income	$ 35,071	$ 5,619	$ 41,496	$ 111,061
Currency translation adjustments	2,420	(307)	(15)	(3,804)
Comprehensive income	$ 37,491	$ 5,312	$ 41,481	$ 107,257

The accompanying notes are an integral part of these unaudited interim consolidated financial statements.

Impax Laboratories, Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(amounts in thousands)
(unaudited)

	Six Months Ended	
	June 30, 2014	**June 30, 2013**
Cash flows from operating activities:		
Net income	$ 41,496	$ 111,061
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	16,303	24,179
Charge for licensing agreement	2,000	---
Intangible asset impairment charge	2,876	---
Provision for inventory reserves	10,320	22,536
Accretion of interest income on short-term investments	(421)	(335)
Deferred income taxes – net and uncertain tax positions	(4,786)	(6,873)
Tax impact related to the exercise of employee stock options and restricted stock	(1,507)	(446)
Recognition of deferred revenue	(2,100)	(2,226)
Accrued profit sharing and royalty expense	23,582	38,011
Payments of profit sharing and royalty expense	(22,063)	(27,392)
Share-based compensation expense	9,520	10,503
Changes in certain assets and liabilities:		
Accounts receivable	(50,903)	(11,231)
Inventory	(25,400)	(19,590)
Prepaid expenses and other assets	5,671	7,563
Accounts payable and accrued expenses	6,273	21,788
Other liabilities	1,559	1,596
Net cash provided by operating activities	12,420	169,144
Cash flows from investing activities:		
Purchase of short-term investments	(235,388)	(220,284)
Maturities of short-term investments	210,442	147,948
Purchases of property, plant and equipment	(18,271)	(20,075)
Payments for licensing agreements	(3,000)	---
Net cash used in investing activities	(46,217)	(92,411)
Cash flows from financing activities:		
Tax impact related to the exercise of employee stock options and restricted stock	1,507	446
Proceeds from exercise of stock options and ESPP	7,660	4,351
Net cash provided by financing activities	9,167	4,797
Effect of exchange rate changes on cash and cash equivalents	(843)	(709)
Net (decrease) increase in cash and cash equivalents	(25,473)	80,821
Cash and cash equivalents, beginning of period	184,612	142,162
Cash and cash equivalents, end of period	$ 159,139	$ 222,983

Supplemental disclosure of non-cash investing and financing activities:

(in $000's)	Six Months Ended June 30, 2014	Six Months Ended June 30, 2013
Cash paid for interest	$ 16	$ 87
Cash paid for income taxes	$ 28,955	$ 8,333

Accrued vendor invoices of approximately $2,282,000 and $1,183,000 at June 30, 2014 and 2013, respectively, are excluded from the purchase of property, plant, and equipment and the change in accounts payable and accrued expenses and prepaid and other assets. Depreciation expense was $5,054,000 and $4,740,000 for the three months ended June 30, 2014 and 2013, respectively, and was $10,027,000 and $9,500,000 for the six months ended June 30, 2014 and 2013, respectively .

The accompanying notes are an integral part of these unaudited interim consolidated financial statements.

NOTES TO INTERIM CONSOLIDATED FINANCIAL STATEMENTS (unaudited)

1. THE COMPANY & BASIS OF PRESENTATION

Impax Laboratories, Inc. ("Impax" or "Company") is a technology-based, specialty pharmaceutical company. The Company has two reportable segments, referred to as the "Global Pharmaceuticals Division" ("Global Division") and the "Impax Pharmaceuticals Division" ("Impax Division").

The Global Division develops, manufactures, sells, and distributes generic pharmaceutical products primarily through four sales channels: the "Global products" sales channel, for generic pharmaceutical prescription products the Company sells directly to wholesalers, large retail drug chains, and others; the "Private Label" sales channel, for generic pharmaceutical over-the-counter ("OTC") and prescription products the Company sells to unrelated third-party customers who in turn sell the product to third parties under their own label; the "Rx Partner" sales channel, for generic prescription products sold through unrelated third-party pharmaceutical entities under their own label pursuant to alliance agreements; and the "OTC Partner" sales channel, for generic pharmaceutical OTC products sold through unrelated third-party pharmaceutical entities under their own labels pursuant to alliance and supply agreements. Revenues from the "Global Products" sales channel and the "Private Label" sales channel are reported under the caption "Global Product sales, net" in "Note 18 – Supplementary Financial Information." The Company also generates revenue from research and development services provided under a joint development agreement with an unrelated third-party pharmaceutical company, and reports such revenue under the caption "Other Revenues" in "Note 18 – Supplementary Financial Information." The Company provides these services through the research and development group in the Global Division. Revenues from the "OTC Partner" sales channel are also reported under the caption "Other Revenues" in "Note 18 – Supplementary Financial Information."

The Impax Division is engaged in the development of proprietary brand pharmaceutical products that the Company believes represent improvements to already-approved pharmaceutical products addressing central nervous system ("CNS") disorders. The Impax Division currently has one internally developed late stage branded pharmaceutical product candidate, RYTARY™ (IPX066), an extended release capsule formulation of carbidopa-levodopa for the symptomatic treatment of Parkinson's disease, for which the New Drug Application ("NDA") was accepted for filing by the U.S. Food and Drug Administration ("FDA") in February 2012 and for which the Company received a Complete Response Letter from the FDA in January 2013. In April 2014, after discussions with the FDA, the Company resubmitted an NDA for RYTARY™. The NDA was accepted for filing by the FDA in April 2014 and the FDA informed the Company that the Prescription Drug User Fee Act ("PDUFA") date is October 9, 2014. The Company has also initiated the preparation of required documents for a European Market Authorization Application filing for RYTARY™, currently targeted for filing during the second half of 2014. In addition to RYTARY™, the Impax Division has a number of other product candidates that are in varying stages of development. The Impax Division is also engaged in the sale and distribution of Zomig ® (zolmitriptan) products, indicated for the treatment of migraine headaches, under the terms of a Distribution, License, Development and Supply Agreement ("AZ Agreement") with AstraZeneca UK Limited ("AstraZeneca") in the United States and in certain United States territories. Revenues from Impax-labeled branded Zomig ® products are reported under the caption "Impax Product sales, net" in "Note 18 – Supplementary Financial Information." Finally, the Company generates revenue in the Impax Division from research and development services provided under a development and license agreement with another unrelated third-party pharmaceutical company, and reports such revenue under the caption "Other Revenues" in "Note 18 – Supplementary Financial Information."

In California, the Company utilizes a combination of owned and leased facilities mainly located in Hayward. The Company's primary properties in California consist of a leased office building used as the Company's corporate headquarters, in addition to five properties it owns, including a research and development center facility and a manufacturing facility. Additionally, the Company leases three facilities in Hayward, utilized for additional research and development, administrative services, equipment storage and quality assurance support. In Pennsylvania, the Company owns a packaging, warehousing, and distribution center located in Philadelphia and leases a facility in New Britain used for sales and marketing, finance, and administrative personnel, as well as providing additional warehouse space. Outside the United States, in Taiwan, Republic of China ("R.O.C."), the Company owns a manufacturing facility.

The accompanying unaudited interim consolidated financial statements of the Company, have been prepared based upon United States Securities and Exchange Commission ("SEC") rules permitting reduced disclosure for interim periods, and include all adjustments necessary for a fair presentation of statements of operations, statements of comprehensive income, statements of cash flows, and financial condition for the interim periods shown, including normal recurring accruals and other items, noted below. While certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted pursuant to SEC rules and regulations, the Company believes the disclosures are adequate to make the information presented not misleading. The unaudited interim consolidated financial statements of the Company include the accounts of the operating parent company, Impax Laboratories, Inc., its wholly owned subsidiaries, including Impax Laboratories (Taiwan) Inc., Impax Laboratories USA, LLC, ThoRx Laboratories, Inc., Impax Laboratories (Netherlands) BV and Impax Laboratories (Netherlands) CV, and an equity investment in Prohealth Biotech, Inc. ("Prohealth"), in which the Company held a 57.54% majority ownership interest at June 30, 2014. All significant intercompany accounts and transactions have been eliminated.

The unaudited results of operations and cash flows for the interim period are not necessarily indicative of the expected results of the Company's operations for any other interim period or for the full year ending December 31, 2014. The unaudited interim consolidated financial statements and footnotes should be read in conjunction with the consolidated financial statements and footnotes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2013 as filed with the SEC, wherein a more complete discussion of significant accounting policies and certain other information can be found.

The preparation of financial statements in conformity with GAAP and the rules and regulations of the SEC requires the use of estimates and assumptions, based on complex judgments considered reasonable, which affect the reported amounts of assets and liabilities and disclosure of contingent assets and contingent liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant judgments are employed in estimates used in determining values of tangible and intangible assets, legal contingencies, tax assets and tax liabilities, fair value of share-based compensation related to equity incentive awards issued to employees and directors, and estimates used in applying the Company's revenue recognition policy including those related to accrued chargebacks, rebates, product returns, Medicare, Medicaid, and other government rebate programs, shelf-stock adjustments, and the timing and amount of deferred and recognized revenue and deferred and amortized product manufacturing costs related to alliance and collaboration agreements. Actual results may differ from estimated results. Certain prior year amounts have been reclassified to conform to the current year presentation.

In the normal course of business, the Company is subject to loss contingencies, such as legal proceedings and claims arising out of its business, covering a wide range of matters, including, among others, patent litigation, and product and clinical trial liability. In accordance with Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 450, "Contingencies," the Company records accrued loss contingencies when it is probable a liability has been incurred and the amount of loss can be reasonably estimated. The Company, in accordance with FASB ASC Topic 450, does not recognize gain contingencies until realized.

Management transition

During the three month period ended March 31, 2014, the Company announced a management change. The Company's then Senior Vice President, Global Operations announced plans to retire and a Senior Vice President, Technical Operations was appointed. The Company's then Senior Vice President, Global Operations subsequently retired from the Company in July 2014. In conjunction with the transition, the Company recorded $0.9 million in separation charges and accelerated share-based compensation expense in the six month period ended June 30, 2014.

CEO transition

On June 25, 2013, the Company announced that Dr. Larry Hsu planned to retire as President and Chief Executive Officer of Impax and on April 21, 2014, Dr. Hsu retired from those positions at Impax. Dr. Hsu currently remains as a member of the Board of Directors. In connection with his retirement, Dr. Hsu entered into a Separation Agreement with the Company dated June 24, 2013 (the "Separation Agreement"). Pursuant to the Separation Agreement, the Company provided Dr. Hsu with certain termination benefits and payments. The Company recorded $5.0 million in costs associated with Dr. Hsu's retirement in the three month period ended June 30, 2013, comprised of $2.7 million of separation pay and benefits and $2.3 million of accelerated expense related to Dr. Hsu's outstanding stock options and restricted stock.

Workforce reduction

On June 4, 2013, the Company committed to a reduction in the Company's workforce, eliminating approximately 110 positions, with the majority of these positions at the Company's Hayward, California manufacturing facility. The reduction in workforce is part of the Company's efforts to streamline its operations in response to the need to reduce expenses and adapt to changing market conditions. The Company recorded an accrual for severance and related termination costs of $3.0 million in the three month period ended June 30, 2013 as a result of this workforce reduction. As of December 31, 2013, all accrued severance and related termination costs had been paid.

2. REVENUE RECOGNITION

The Company recognizes revenue when the earnings process is complete, which under SEC Staff Accounting Bulletin No. 104, Topic No. 13, "Revenue Recognition" ("SAB 104"), is when revenue is realized or realizable and earned, there is persuasive evidence a revenue arrangement exists, delivery of goods or services has occurred, the sales price is fixed or determinable, and collectability is reasonably assured.

The Company accounts for revenue arrangements with multiple deliverables in accordance with FASB ASC Topic 605-25, revenue recognition for arrangements with multiple elements, which addresses the determination of whether an arrangement involving multiple deliverables contains more than one unit of accounting. A delivered item within an arrangement is considered a separate unit of accounting only if both of the following criteria are met:

- the delivered item has value to the customer on a stand-alone basis; and
- if the arrangement includes a general right of return relative to the delivered item, delivery or performance of the undelivered item is considered probable and substantially in the control of the vendor.

Under FASB ASC Topic 605-25, if both of the criteria above are not met, then separate accounting for the individual deliverables is not appropriate. Revenue recognition for arrangements with multiple deliverables constituting a single unit of accounting is recognized generally over the greater of the term of the arrangement or the expected period of performance, either on a straight-line basis or on a modified proportional performance basis.

The Company accounts for milestones related to research and development activities in accordance with FASB ASC Topic 605-28, milestone method of revenue recognition. FASB ASC Topic 605-28 allows for the recognition of consideration, which is contingent on the achievement of a substantive milestone, in its entirety in the period the milestone is achieved. A milestone is considered to be substantive if all of the following criteria are met: the milestone is commensurate with either: (1) the performance required to achieve the milestone, or (2) the enhancement of the value of the delivered items resulting from the performance required to achieve the milestone; the milestone relates solely to past performance; and, the milestone is reasonable relative to all of the deliverables and payment terms within the agreement.

Global Product sales, net, and Impax Product sales, net:

Global Product sales, net and Impax Product sales, net include revenue recognized related to shipments of generic and branded pharmaceutical products to the Company's customers, primarily drug wholesalers and retail chains. Gross sales revenue is recognized at the time title and risk of loss passes to the customer, which is generally when product is received by the customer. Global and Impax Product revenue, net may include deductions from the gross sales price related to estimates for chargebacks, rebates, distribution service fees, returns, shelf-stock, and other pricing adjustments. The Company records an estimate for these deductions in the same period when the revenue is recognized. A summary of each of these deductions is as follows:

Chargebacks

The Company has agreements establishing contract prices for certain products with certain indirect customers, such as managed care organizations, hospitals and government agencies who purchase products from drug wholesalers. The contract prices are lower than the prices the customer would otherwise pay to the wholesaler, and the price difference is referred to as a chargeback, which generally takes the form of a credit memo issued by the Company to reduce the invoiced gross selling price charged to the wholesaler. An estimated accrued provision for chargeback deductions is recognized at the time of product shipment. The primary factors considered when estimating the provision for chargebacks are the average historical chargeback credits given, the mix of products shipped, and the amount of inventory on hand at the major drug wholesalers with whom the Company does business. The Company also monitors actual chargebacks granted and compares them to the estimated provision for chargebacks to assess the reasonableness of the chargeback reserve at each quarterly balance sheet date.

2. REVENUE RECOGNITION (continued)

Rebates

The Company maintains various rebate programs with its customers in an effort to maintain a competitive position in the marketplace and to promote sales and customer loyalty. The rebates generally take the form of a credit memo to reduce the invoiced gross selling price charged to a customer for products shipped. An estimated accrued provision for rebate deductions is recognized at the time of product shipment. The primary factors the Company considers when estimating the provision for rebates are the average historical experience of aggregate credits issued, the mix of products shipped and the historical relationship of rebates as a percentage of total gross product sales, the contract terms and conditions of the various rebate programs in effect at the time of shipment, and the amount of inventory on hand at the major drug wholesalers with whom the Company does business. The Company also monitors actual rebates granted and compares them to the estimated provision for rebates to assess the reasonableness of the rebate reserve at each quarterly balance sheet date.

Distribution Service Fees

The Company pays distribution service fees to several of its wholesaler customers related to sales of its Impax products. The wholesalers are generally obligated to provide the Company with periodic outbound sales information as well as inventory levels of the Company's products held in their warehouses. Additionally, the wholesalers have agreed to manage the variability of their purchases and inventory levels within specified days on hand limits. An accrued provision for distribution service fees is recognized at the time products are shipped to wholesalers.

Returns

The Company allows its customers to return product if approved by authorized personnel in writing or by telephone with the lot number and expiration date accompanying any request and if such products are returned within six months prior to or until twelve months following, the products' expiration date. The Company estimates and recognizes an accrued provision for product returns as a percentage of gross sales based upon historical experience. The product return reserve is estimated using a historical lag period, which is the time between when the product is sold and when it is ultimately returned and estimated return rates which may be adjusted based on various assumptions including changes to internal policies and procedures, changes in business practices, and commercial terms with customers, competitive position of each product, amount of inventory in the wholesaler supply chain, the introduction of new products, and changes in market sales information. The Company also considers other factors, including significant market changes which may impact future expected returns, and actual product returns. The Company monitors actual returns on a quarterly basis and may record specific provisions for returns it believes are not covered by historical percentages.

Shelf-Stock Adjustments

Based upon competitive market conditions, the Company may reduce the selling price of certain Global Division products. The Company may issue a credit against the sales amount to a customer based upon their remaining inventory of the product in question, provided the customer agrees to continue to make future purchases of product from the Company. This type of customer credit is referred to as a shelf-stock adjustment, which is the difference between the original selling price and the revised lower sales price, multiplied by an estimate of the number of product units on hand at a given date. Decreases in selling prices are discretionary decisions made by the Company in response to market conditions, including estimated launch dates of competing products and declines in market price. The Company records an estimate for shelf-stock adjustments in the period it agrees to grant such a credit memo to a customer.

Medicaid and Other Government Pricing Programs

As required by law, the Company provides a rebate on drugs dispensed under the Medicaid program, Medicare Part D, TRICARE, and other United States government pricing programs. The Company determines its estimated government rebate accrual primarily based on historical experience of claims submitted by the various states and other jurisdictions and any new information regarding changes in the various programs which may impact the Company's estimate of government rebates. In determining the appropriate accrual amount, the Company considers historical payment rates and processing lag for outstanding claims and payments. The Company records estimates for government rebates as a deduction from gross sales, with corresponding adjustment to accrued liabilities.

2. REVENUE RECOGNITION (continued)

Cash Discounts

The Company offers cash discounts to its customers, generally 2% of the gross selling price, as an incentive for paying within invoice terms, which generally range from 30 to 90 days. An estimate of cash discounts is recorded in the same period when revenue is recognized.

Rx Partner and OTC Partner:

The Rx Partner and OTC Partner contracts include revenue recognized under alliance and collaboration agreements between the Company and unrelated third-party pharmaceutical companies. The Company has entered into these alliance agreements to develop marketing and/or distribution relationships with its partners to fully leverage its technology platform.

The Rx Partners and OTC Partners alliance agreements obligate the Company to deliver multiple goods and/or services over extended periods. Such deliverables include manufactured pharmaceutical products, exclusive and semi-exclusive marketing rights, distribution licenses, and research and development services. In exchange for these deliverables, the Company receives payments from its agreement partners for product shipments and research and development services, and may also receive other payments including royalty, profit sharing, upfront, and periodic milestone payments. Revenue received from the alliance agreement partners for product shipments under these agreements is not subject to deductions for chargebacks, rebates, product returns, and other pricing adjustments. Royalty and profit sharing amounts the Company receives under these agreements are calculated by the respective agreement partner, with such royalty and profit share amounts generally based upon estimates of net product sales or gross profit which include estimates of deductions for chargebacks, rebates, product returns, and other adjustments the alliance agreement partners may negotiate with their respective customers. The Company records the alliance agreement partner's adjustments to such estimated amounts in the period the agreement partner reports the amounts to the Company.

The Company applies the updated guidance of ASC 605-25 “Multiple Element Arrangements” to the Strategic Alliance Agreement with Teva Pharmaceuticals Curacao N.V., a subsidiary of Teva Pharmaceutical Industries Limited (“Teva Agreement”). The Company looks to the underlying delivery of goods and/or services which give rise to the payment of consideration under the Teva Agreement to determine the appropriate revenue recognition. The Company initially defers consideration received as a result of research and development-related activities performed under the Teva Agreement. The Company recognizes deferred revenue on a straight-line basis over the Company’s expected period of performance of such services. The Company recognizes revenue received as a result of the manufacture and delivery of products under the Teva Agreement at the time title and risk of loss passes to the customer which is generally when product is received by Teva. The Company recognizes profit share revenue in the period earned.

OTC Partner revenue is related to agreements with Pfizer Inc. (formerly Wyeth) and L. Perrigo Company with respect to the supply of over-the-counter pharmaceutical products. The OTC Partner sales channel is no longer a core area of the business, and the over-the-counter pharmaceutical products the Company sells through this sales channel are older products which are only sold to Pfizer and Perrigo, and which are currently sold at a loss, on a fully absorbed basis. The Company is currently only required to manufacture the over-the-counter pharmaceutical products under its agreements with Pfizer and Perrigo. The Company recognizes profit share revenue in the period earned.

2. REVENUE RECOGNITION (continued)

Research Partner:

The Research Partner contracts include revenue recognized under development agreements with unrelated third-party pharmaceutical companies. The development agreements generally obligate the Company to provide research and development services over multiple periods. In exchange for this service, the Company received upfront payments upon signing of each development agreement and is eligible to receive contingent milestone payments, based upon the achievement of contractually specified events. Additionally, the Company may also receive royalty payments from the sale, if any, of a successfully developed and commercialized product under one of these development agreements. The Company recognizes revenue received from the provision of research and development services, including the upfront payment and the milestone payments received before January 1, 2011 on a straight-line basis over the expected period of performance of the research and development services. The Company recognizes revenue received from the achievement of contingent research and development milestones after January 1, 2011 in the period such payment is earned. Royalty fee income, if any, will be recognized by the Company in the period when the revenue is earned.

Shipping and Handling Fees and Costs

Shipping and handling fees related to sales transactions are recorded as selling expense.

3. RECENT ACCOUNTING PRONOUNCEMENTS

In March 2013, the FASB issued updated guidance on foreign currency matters. The update applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment in a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets within a foreign entity. The Company adopted this guidance on January 1, 2014 and the adoption did not have a material effect on its consolidated financial statements.

In July 2013, the FASB issued updated guidance related to presentation of an unrecognized tax benefit. The guidance requires an entity to present an unrecognized tax benefit as a reduction of a deferred tax asset for a net operating loss (NOL) carryforward, or similar tax loss, or tax credit carryforward, rather than as a liability under certain circumstances. The Company adopted this guidance on January 1, 2014 and the adoption did not have a material effect on its consolidated financial statements.

In May 2014, the FASB issued updated guidance regarding the accounting for and disclosures of revenue recognition. The update provides a single comprehensive model for accounting for revenue from contracts with customers. The model requires that revenue recognized reflect the actual consideration to which the entity expects to be entitled in exchange for the goods or services defined in the contract, including in situations with multiple performance obligations. This guidance will be the same for both U.S. GAAP and International Financial Reporting Standards (IFRS) and is effective for annual and interim periods beginning after December 15, 2016. The Company is currently evaluating the effect that this guidance may have on its consolidated financial statements.

4. INVESTMENTS

Investments consist of commercial paper and corporate bonds. The Company's policy is to invest in only high quality "AAA-rated" or investment-grade securities. Investments in debt securities are accounted for as "held-to-maturity' and are recorded at amortized cost, which approximates fair value, generally based upon observable market values of similar securities. The Company has historically held all investments in debt securities until maturity, and has the ability and intent to continue to do so. All of the Company's investments have remaining contractual maturities of less than 12 months and are classified as short-term. Upon maturity, the Company uses a specific identification method.

A summary of short-term investments as of June 30, 2014 and December 31, 2013 is as follows:

(in $000's) **June 30, 2014**	**Amortized Cost**	**Gross Unrecognized Gains**	**Gross Unrecognized Losses**	**Fair Value**
Commercial paper	$ 121,440	$ 35	$ (1)	$ 121,474
Corporate bonds	132,448	8	(26)	132,430
Total short-term investments	$ 253,888	$ 43	$ (27)	$ 253,904

(in $000's) **December 31, 2013**	**Amortized Cost**	**Gross Unrecognized Gains**	**Gross Unrecognized Losses**	**Fair Value**
Commercial paper	$ 91,480	$ 26	$ --	$ 91,506
Corporate bonds	137,041	13	(21)	137,033
Total short-term investments	$ 228,521	$ 39	$ (21)	$ 228,539

5. ACCOUNTS RECEIVABLE

The composition of accounts receivable, net is as follows:

(in $000's)	June 30, 2014	December 31, 2013
Gross accounts receivable	$ 289,246	$ 246,319
Less: Rebate reserve	(83,420)	(88,449)
Less: Chargeback reserve	(31,680)	(37,066)
Less: Other deductions	(10,250)	(7,811)
Accounts receivable, net	$ 163,896	$ 112,993

A roll forward of the rebate and chargeback reserves activity for the six months ended June 30, 2014 and the year ended December 31, 2013 is as follows:

(in $000's) **Rebate reserve**	June 30, 2014	December 31, 2013
Beginning balance	$ 88,449	$ 46,011
Provision recorded during the period	128,141	193,288
Credits issued during the period	(133,170)	(150,850)
Ending balance	$ 83,420	$ 88,449

(in $000's) **Chargeback reserve**	June 30, 2014	December 31, 2013
Beginning balance	$ 37,066	$ 18,410
Provision recorded during the period	224,569	389,707
Credits issued during the period	(229,955)	(371,051)
Ending balance	$ 31,680	$ 37,066

Other deductions include allowance for uncollectible amounts and cash discounts. The Company maintains an allowance for doubtful accounts for estimated losses resulting from amounts deemed to be uncollectible from its customers, with such allowances for specific amounts on certain accounts. The Company had an allowance for uncollectible amounts of $528,000 and $539,000 at June 30, 2014 and December 31, 2013, respectively.

6. INVENTORY

Inventory is stated at the lower of cost or market. Cost is determined using a standard cost method, and the cost flow assumption is first in, first out ("FIFO") flow of goods. Standard costs are revised annually, and significant variances between actual costs and standard costs are apportioned to inventory and cost of goods sold based upon inventory turnover. Costs include materials, labor, quality control, and production overhead. Inventory is adjusted for short-dated, unmarketable inventory equal to the difference between the cost of inventory and the estimated value based upon assumptions about future demand and market conditions. If actual market conditions are less favorable than those projected by the Company, additional inventory write-downs may be required. Consistent with industry practice, the Company may build pre-launch inventories of certain products which are pending required approval from the FDA and/or resolution of patent infringement litigation, when, in the Company's assessment, such action is appropriate to increase the commercial opportunity and FDA approval is expected in the near term and/or the litigation will be resolved in the Company's favor. The Company accounts for all costs of idle facilities, excess freight and handling costs, and wasted materials (spoilage) as a current period charge in accordance with GAAP.

Inventory, net of carrying value reserves at June 30, 2014 and December 31, 2013 consisted of the following:

(in $000's)	June 30, 2014	December 31, 2013
Raw materials	$ 32,447	$ 27,981
Work in process	3,297	1,434
Finished goods	56,347	47,416
Total inventory	92,091	76,831
Less: Non-current inventory	7,295	6,724
Total inventory-current	$ 84,796	$ 70,107

Inventory carrying value reserves were $28,026,000 and $17,702,000 at June 30, 2014 and December 31, 2013, respectively. During the three month period ended March 31, 2013, the Company decided to discontinue the manufacture and distribution of certain unprofitable products after the Company conducted a strategic review of its currently manufactured generic product portfolio. As a result of this decision, the Company recorded an inventory reserve of $6.7 million related to the discontinued products. In addition during the three month period ended March 31, 2013, upon receipt of the Complete Response Letter for RYTARY™, the Company evaluated the impact of the expected delay of FDA approval on its ability to sell the associated inventory. The Company determined that a reserve of $5.0 million was appropriate and recorded this amount in the three month period ended March 31, 2013. During the three month period ended March 31, 2013, the Company also recorded a $6.4 million reserve for pre-launch inventory of a product manufactured for another third-party pharmaceutical company due to the anticipated delayed launch of such product as a result of the warning letter related to our Hayward, California manufacturing facility. The carrying value of unapproved inventory less reserves was $10,028,000 and $6,462,000 at June 30, 2014 and December 31, 2013, respectively.

The Company recognizes pre-launch inventories at the lower of its cost or the expected net selling price. Cost is determined using a standard cost method, which approximates actual cost, and assumes a FIFO flow of goods. Costs of unapproved products are the same as approved products and include materials, labor, quality control, and production overhead. When the Company concludes that FDA approval is expected within approximately six months for a drug product candidate, the Company may begin to schedule manufacturing process validation studies as required by the FDA to demonstrate the production process can be scaled up to manufacture commercial batches. Consistent with industry practice, the Company may build quantities of unapproved product inventory pending final FDA approval and/or resolution of patent infringement litigation, when, in the Company's assessment, such action is appropriate to increase its commercial product opportunity, and FDA approval is expected in the near term, and/or the litigation will be resolved in the Company's favor. The capitalization of unapproved pre-launch inventory involves risks, including, among other items, FDA approval may not occur; approvals may require additional or different testing and/or specifications than used for unapproved inventory, and in cases where the unapproved inventory is for a product subject to litigation, the litigation may not be resolved or settled in the Company's favor. If any of these risks materialize and the launch of the unapproved product inventory is delayed or prevented, then the net carrying value of unapproved inventory may be partially or fully reserved. Generally, the selling price of a generic pharmaceutical product is at a discount from the corresponding brand product selling price. Typically, a generic drug is easily substituted for the corresponding brand product, and once a generic product is approved, the pre-launch inventory is typically sold within the next three months. If the market prices become lower than the product inventory carrying costs, then the pre-launch inventory value is reduced to such lower market value. If the inventory produced exceeds the estimated market acceptance of the generic product and becomes short-dated, a carrying value reserve will be recorded. In all cases, the carrying value of the Company's pre-launch product inventory is lower than the respective estimated net selling prices.

To the extent inventory is not scheduled to be utilized in the manufacturing process and/or sold within twelve months of the balance sheet date, it is included as a component of other non-current assets. Amounts classified as non-current inventory consist of raw materials, net of valuation reserves. Raw materials generally have a shelf life of approximately three to five years, while finished goods generally have a shelf life of approximately two years.

7. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, net consisted of the following:

(in $000's)	June 30, 2014	December 31, 2013
Land	$ 5,773	$ 5,773
Buildings and improvements	152,397	139,657
Equipment	121,440	114,950
Office furniture and equipment	12,452	11,523
Construction-in-progress	11,060	15,910
Property, plant and equipment, gross	$ 303,122	$ 287,813
Less: Accumulated depreciation	(109,046)	(99,622)
Property, plant and equipment, net	$ 194,076	$ 188,191

8. GOODWILL AND INTANGIBLE ASSETS

Goodwill was $27,574,000 at June 30, 2014 and December 31, 2013, and the Company attributes the entire carrying amount of goodwill to the Global Division. Goodwill is tested at least annually for impairment or whenever events or changes in circumstances have occurred which could have a material adverse effect on the estimated fair value of the reporting unit, and thus indicate a potential impairment of the goodwill carrying value. The Company concluded the carrying value of goodwill was not impaired as of December 31, 2013.

Intangible assets consisted of the following:

(in $000's) **June 30, 2014**	**Initial Cost**	**Accumulated Amortization**	**Impairment**	**Carrying Value**
Amortized intangible assets:				
Zomig ® product rights	$ 41,783	$ (30,101)	$ ---	$ 11,682
Tolmar product rights	31,450	(6,533)	(16,032)	8,885
Perrigo product rights	1,000	(297)	---	703
Other product rights	2,250	---	(750)	1,500
Total intangible assets	$ 76,483	$ (36,931)	$ (16,782)	$ 22,770

(in $000's) **December 31, 2013**	**Initial Cost**	**Accumulated Amortization**	**Impairment**	**Carrying Value**
Amortized intangible assets:				
Zomig ® product rights	$ 41,783	$ (28,641)	$ ---	$ 13,142
Tolmar product rights	31,450	(3,266)	(13,156)	15,028
Other product rights	2,250	---	(750)	1,500
Total intangible assets	$ 75,483	$ (31,907)	$ (13,906)	$ 29,670

The Zomig ® product rights under the Distribution, License, Development and Supply Agreement ("AZ Agreement") with AstraZeneca UK Limited ("AstraZeneca") were amortized on a straight-line basis over a period of 14 months starting in April 2012 and ending upon the expiration of the underlying patent for the tablet and over a period of 11 months starting in July 2012 and ending upon the expiration of the underlying patent for the orally disintegrating tablet. The Zomig ® product rights under the AZ Agreement are also being amortized over a period of 72 months starting in July 2012 for the nasal spray. In June 2012, the Company entered into a Development, Supply and Distribution Agreement (the "Tolmar Agreement") with TOLMAR, Inc. ("Tolmar"). Under the terms of the Tolmar Agreement, Tolmar granted to the Company an exclusive license to commercialize up to 11 generic topical prescription drug products, including ten currently approved products and one product pending approval at the FDA, in the United States and its territories. Under the terms of the Tolmar Agreement, Tolmar is responsible for developing and manufacturing the products, and the Company is responsible for the marketing and sale of the products. During the three month period ended September 30, 2013, as a result of the most recent market share data obtained by the Company and the Company's revised five year projections for the Tolmar product lines, the Company performed an intangible asset impairment test on the Tolmar products. Based on the results of the impairment analysis, the Company recorded a $13.2 million impairment charge to cost of revenues for the Global Division in the three month period ended September 30, 2013. During the three month period ended March 31, 2014, as a result of a further decline in pricing, the Company revised its projections and performed an intangible asset impairment analysis. Based on the results of this analysis, the Company recorded a $2.9 million charge to cost of revenues for the Global Pharmaceuticals Division, which was 100% of the remaining net book value of this asset. The remaining carrying value of the Tolmar product rights are being amortized over the remaining estimated useful lives of the underlying products over a period ranging from five to 12 years, starting upon commencement of commercialization activities by the Company during the year ended December 31, 2012. Information concerning the AZ Agreement and the Tolmar Agreement can be found in "Note 12 - Alliance and Collaboration Agreements." During the three month period ended June 30, 2014, the Company paid a $1.0 million milestone payment to Perrigo Company, plc ("Perrigo") in conjunction with its launch of a generic version of Astepro ® nasal spray pursuant to a development agreement between the Company and an affiliate of Perrigo. The milestone was capitalized as an intangible asset acquisition and will be amortized over the expected cash flows of the product. Other product rights consist of Abbreviated New Drug Applications ("ANDAs") which have been filed with the FDA. During the three month period ended September 30, 2013, as a result of a decision by management to withdraw one of these ANDAs and no longer seek FDA approval, the Company recorded an intangible asset impairment charge of $0.8 million in research and development expense, representing the full carrying value of the ANDA. For the remaining ANDAs, the Company will either commence amortization upon FDA approval and commercialization over the estimated useful life of the product rights, or will expense the related costs immediately upon failure to obtain FDA approval. Amortization expense is included as a component of cost of revenues on the consolidated statement of operations and was $2,594,000 and $3,174,000 for the three month periods ended June 30, 2014 and 2013, respectively, and $5,024,000 and $10,315,000 for the six month periods ended June 30, 2014 and 2013, respectively.

The following schedule shows the expected amortization of the Zomig ®, Tolmar and Perrigo product rights as of June 30, 2014 for the next five years and thereafter:

(in $000s)	Amortization Expense
2014	$ 4,594
2015	4,898
2016	3,923
2017	3,738
2018	2,121
Thereafter	1,996
Totals	$ 21,270

9. ACCRUED EXPENSES, COMMITMENTS AND CONTINGENCIES

The following table sets forth the Company's accrued expenses:

(in $000's)	June 30, 2014	December 31, 2013
Payroll-related expenses	$ 23,769	$ 27,985
Product returns	29,817	28,089
Government rebates	19,882	23,351
Accrued shelf-stock	1,984	774
Legal and professional fees	4,760	3,162
Income taxes payable	17,562	21,186
Physician detailing sales force fees	1,119	1,512
Other	5,346	5,464
Total accrued expenses	$ 104,239	$ 111,523

Product Returns

The Company maintains a return policy to allow customers to return product within specified guidelines. At the time of sale, the Company estimates a provision for product returns based upon historical experience for sales made through its Global Products and Impax Products sales channels. Sales of product under the Private Label, Rx Partner and OTC Partner alliance and collaboration agreements are generally not subject to returns. A roll forward of the product return reserve for the six month period ended June 30, 2014 and the year ended December 31, 2013 is as follows:

(in $000's) **Returns Reserve**	June 30, 2014	December 31, 2013
Beginning balance	$ 28,089	$ 23,440
Provision related to sales recorded in the period	6,831	11,015
Credits issued during the period	(5,103)	(6,366)
Ending balance	$ 29,817	$ 28,089

Taiwan Facility Construction

The Company has entered into several contracts relating to ongoing construction at its manufacturing facility located in Jhunan, Taiwan, R.O.C. As of June 30, 2014, the Company had remaining obligations under these contracts of approximately $3,685,000.

Purchase Order Commitments

As of June 30, 2014, the Company had $46,198,000 of open purchase order commitments, primarily for raw materials. The terms of these purchase order commitments are less than one year in duration.

10. INCOME TAXES

The Company calculates its interim income tax provision in accordance with FASB ASC Topics 270 and 740. At the end of each interim period, the Company makes an estimate of the annual United States domestic and foreign jurisdictions' expected effective tax rates and applies these rates to its respective year-to-date taxable income or loss. The computation of the annual estimated effective tax rates at each interim period requires certain estimates and assumptions including, but not limited to, the expected operating income for the year, projections of the proportion of income (or loss) earned and taxed in the United States, and the various state and local tax jurisdictions, as well as tax jurisdictions outside the United States, along with permanent differences, and the likelihood of deferred tax asset utilization. The accounting estimates used to compute the provision for income taxes may change as new events occur, more experience is acquired or additional information is obtained. The computation of the annual estimated effective tax rate includes modifications, which were projected for the year, for share-based compensation and state research and development credits, among others. In addition, the effect of changes in enacted tax laws, rates, or tax status is recognized in the interim period in which the respective change occurs.

During the six month period ended June 30, 2014, the Company recognized an aggregate consolidated tax provision of $21,559,000 for United States domestic and foreign income taxes. In the six month period ended June 30, 2013, the Company recognized an aggregate consolidated tax provision of $51,694,000 for United States domestic and foreign income taxes. The decrease in the tax provision resulted from lower consolidated income before taxes in the six month period ended June 30, 2014, as compared to the same period in the prior year. The effective tax rate of 34% for the six month period ended June 30, 2014 was higher than the effective tax rate of 32% for the prior year period primarily as a result of the expiration of the Federal Research and Experimental Credit as of December 31, 2013. Other contributing factors to the rate fluctuation include a change in the timing and mix of United States and foreign income; the exclusion of a zero-rate jurisdiction from the interim effective tax rate calculation; and an increase in the deferred tax asset related to a state research and development tax credit carryforward in a state with indefinite carryforwards.

11. REVOLVING LINE OF CREDIT

The Company has a Credit Agreement, as amended (the "Credit Agreement") with Wells Fargo Bank, N.A., as a lender and as administrative agent (the "Administrative Agent"). The Credit Agreement provides the Company with a revolving line of credit in the aggregate principal amount of up to $50,000,000 (the "Revolving Credit Facility"). Under the Revolving Credit Facility, up to $10,000,000 is available for letters of credit, the outstanding face amounts of which reduce availability under the Revolving Credit Facility on a dollar for dollar basis. Proceeds under the Credit Agreement may be used for working capital, general corporate and other lawful purposes. The Company has not yet borrowed any amounts under the Revolving Credit Facility.

The Company's borrowings under the Credit Agreement are secured by substantially all of the personal property assets of the Company pursuant to a Security Agreement (the "Security Agreement") entered into by the Company and the Administrative Agent. As further security, the Company also pledged to the Administrative Agent, 65% of the Company's equity interest in its wholly owned subsidiary Impax Laboratories (Taiwan), Inc., all of the Company's equity interests in its wholly owned domestic subsidiaries and must similarly pledge all or a portion of its equity interest in future subsidiaries. Under the Credit Agreement, among other things:

- The outstanding principal amount of all revolving credit loans, together with accrued and unpaid interest thereon, will be due and payable on the maturity date, which will occur on February 11, 2015. There were no balances outstanding under the credit facility as of June 30, 2014 or December 31, 2013.

- Borrowings under the Revolving Credit Facility will bear interest, at the Company's option, at either an Alternate Base Rate (as defined in the Credit Agreement) plus the applicable margin in effect from time to time ranging from 0.5% to 1.5%, or a LIBOR Rate (as defined in the Credit Agreement) plus the applicable margin in effect from time to time ranging from 1.5% to 2.5%. The Company is also required to pay an unused commitment fee ranging from 0.25% to 0.45% per annum based on the daily average undrawn portion of the Revolving Credit Facility. The applicable margin described above and the unused commitment fee in effect at any given time will be determined based on the Company's Total Net Leverage Ratio (as defined in the Credit Agreement), which is based upon the Company's consolidated total debt, net of unrestricted cash in excess of $100 million, compared to Consolidated EBITDA (as defined in the Credit Agreement) for the immediately preceding four quarters.

- The Company may prepay any outstanding loan under the Revolving Credit Facility without premium or penalty.

- The Company is required under the Credit Agreement and the Security Agreement to comply with a number of affirmative, negative and financial covenants. Among other things, these covenants (i) require the Company to provide periodic reports, notices of material events and information regarding collateral, (ii) restrict the Company's ability, subject to certain exceptions and baskets, to incur additional indebtedness, grant liens on assets, undergo fundamental changes, change the nature of its business, make investments, undertake acquisitions, sell assets, make restricted payments (including the ability to pay dividends and repurchase stock) or engage in affiliate transactions, and (iii) require the Company to maintain a Total Net Leverage Ratio (which is, generally, total funded debt, net of unrestricted cash in excess of $100 million, over EBITDA for the preceding four quarters) of less than 3.75 to 1.00, a Senior Secured Leverage Ratio (which is, generally, total senior secured debt over EBITDA for the preceding four quarters) of less than 2.50 to 1.00, Consolidated EBITDA of at least $50.0 million and Minimum Liquidity (which is, generally unrestricted cash and cash equivalents) of at least $100.0 million. As of June 30, 2014, the Company was in compliance with the various covenants contained in the Credit Agreement and the Security Agreement.

- The Credit Agreement contains customary events of default (subject to customary grace periods, cure rights and materiality thresholds), including, among others, failure to pay principal, interest or fees, violation of covenants, material inaccuracy of representations and warranties, cross-default and cross-acceleration of material indebtedness and other obligations, certain bankruptcy and insolvency events, certain judgments, certain events related to the Employee Retirement Income Security Act of 1974, as amended, and a change of control.

11. REVOLVING LINE OF CREDIT (continued)

- Following an event of default under the Credit Agreement, the Administrative Agent would be entitled to take various actions, including the acceleration of amounts due under the Credit Agreement and seek other remedies that may be taken by secured creditors.

During the six month periods ended June 30, 2014 and 2013, unused line fees incurred under the Credit Agreement were $62,000 and $61,000, respectively.

12. ALLIANCE AND COLLABORATION AGREEMENTS

The Company has entered into several alliance, collaboration, license and distribution agreements, and similar agreements with respect to certain of its products and services, with unrelated third-party pharmaceutical companies. The consolidated statement of operations includes revenue recognized under agreements the Company has entered into to develop marketing and/or distribution relationships with its partners to fully leverage its technology platform and revenue recognized under development agreements which generally obligate the Company to provide research and development services over multiple periods.

The Company's alliance and collaboration agreements often include milestones and provide for milestone payments upon achievement of these milestones. Generally, the milestone events contained in the Company's alliance and collaboration agreements coincide with the progression of the Company's products and technologies from pre-commercialization to commercialization.

The Company groups pre-commercialization milestones in its alliance and collaboration agreements into clinical and regulatory categories, each of which may include the following types of events:

Clinical Milestone Events:

- *Designation of a development candidate.* Following the designation of a development candidate, generally, IND-enabling animal studies for a new development candidate take 12 to 18 months to complete.

- *Initiation of a Phase I clinical trial* . Generally, Phase I clinical trials take one to two years to complete.

- *Initiation or completion of a Phase II clinical trial* . Generally, Phase II clinical trials take one to three years to complete.

- *Initiation or completion of a Phase III clinical trial* . Generally, Phase III clinical trials take two to four years to complete.

- *Completion of a bioequivalence study* . Generally, bioequivalence studies take three months to one year to complete.

Regulatory Milestone Events:

- *Filing or acceptance of regulatory applications for marketing approval such as a New Drug Application in the United States or Marketing Authorization Application in Europe* . Generally, it takes six to twelve months to prepare and submit regulatory filings and approximately two months for a regulatory filing to be accepted for substantive review.

- *Marketing approval in a major market, such as the United States or Europe* . Generally it takes one to three years after an application is submitted to obtain approval from the applicable regulatory agency.

- *Marketing approval in a major market, such as the United States or Europe for a new indication of an already-approved product* . Generally it takes one to three years after an application for a new indication is submitted to obtain approval from the applicable regulatory agency.

Commercialization milestones in the Company's alliance and collaboration agreements may include the following types of events:

- *First commercial sale in a particular market , such as in the United States or Europe* .

- *Product sales in excess of a pre-specified threshold, such as annual sales exceeding $100 million.* The amount of time to achieve this type of milestone depends on several factors including but not limited to the dollar amount of the threshold, the pricing of the product and the pace at which customers begin using the product.

12. ALLIANCE AND COLLABORATION AGREEMENTS (continued)

License and Distribution Agreement with Shire

In January 2006, the Company entered into a License and Distribution Agreement with an affiliate of Shire Laboratories, Inc. ("Prior Shire Agreement"), under which the Company received a non-exclusive license to market and sell an authorized generic of Shire's Adderall XR ® product ("AG Product") subject to certain conditions, but in any event by no later than January 1, 2010. The Company commenced sales of the AG Product in October 2009. On February 7, 2013, the Company entered into an Amended and Restated License and Distribution Agreement with Shire (the "Amended and Restated Shire Agreement"), which amended and restated the Prior Shire Agreement. The Amended and Restated Shire Agreement was entered into by the parties in connection with the settlement of the Company's litigation with Shire relating to Shire's supply of the AG Product to the Company under the Prior Shire Agreement. During the three month period ended March 31, 2013, the Company received a payment in the amount of $48,000,000 from Shire in connection with such litigation settlement, which was recorded in the first quarter of 2013 as "Other Income" on the consolidated statement of operations. The Amended and Restated Shire Agreement provides for Shire to supply the AG Product and for the Company to market and sell the AG Product subject to the terms and conditions thereof until the earlier of (i) the first commercial sale of the Company's generic equivalent product to Adderall XR® and (ii) September 30, 2014 (the "Supply Term"), subject to certain continuing obligations of the parties upon expiration or early termination of the Supply Term, including Shire's obligation to deliver AG Products still owed to the Company as of the end of the Supply Term. The Company is required to pay a profit share to Shire on sales of the AG Product, of which the Company owed a profit share payable to Shire of $10,160,000 and $10,926,000 on sales of the AG Product during the six month periods ended June 30, 2014 and 2013, respectively, with a corresponding charge included in the cost of revenues line on the consolidated statement of operations.

Development, Supply and Distribution Agreement with TOLMAR, Inc.

In June 2012, the Company entered into the Tolmar Agreement with Tolmar. Under the terms of the Tolmar Agreement, Tolmar granted to the Company an exclusive license to commercialize up to 11 generic topical prescription drug products, including ten currently approved products and one product pending approval at the FDA, in the United States and its territories. Under the terms of the Tolmar Agreement, Tolmar is responsible for developing and manufacturing the products, and the Company is responsible for marketing and sale of the products. The Company is required to pay a profit share to Tolmar on sales of each product commercialized pursuant to the terms of the Tolmar Agreement. The Company owed a profit share payable to Tolmar of $6,402,000 and $1,266,000 during the six month periods ended June 30, 2014 and 2013, respectively, with a corresponding charge included in the cost of revenues line on the consolidated statement of operations. The Company paid Tolmar a $21,000,000 upfront payment upon signing of the agreement and a $1,000,000 milestone payment in the year ended December 31, 2012. The Company has the potential to pay up to $24,000,000 in additional contingent milestone payments if certain commercialization and regulatory events occur. The upfront payment for the Tolmar product rights has been allocated to the underlying topical products based upon the relative fair value of each product and is being amortized over the remaining estimated useful life of each underlying product, ranging from five to 12 years, starting upon commencement of commercialization activities by the Company during the second half of 2012. The amortization of the Tolmar product rights is included as a component of cost of revenues on the consolidated statement of operations. The Company initially allocated $1,550,000 of the upfront payment to two products which are still in development and recorded such amount as in-process research and development expense in its results of operations for the year ended December 31, 2012. The Company similarly recorded the $1,000,000 milestone paid in the year ended December 31, 2012 as a research and development expense. Contingent milestone payments will be initially recognized in the period the triggering event occurs. Milestone payments which are contingent upon commercialization events will be accounted for as an additional cost of acquiring the product license rights. Milestone payments that are contingent upon regulatory approval events will be capitalized and amortized over the remaining estimated useful life of the approved product. As discussed in "Note 8 – Goodwill and Intangible Assets," the Company recorded intangible asset impairment charges to cost of revenues of $13.2 million in the three month period ended September 30, 2013 and $2.9 million in the three month period ended March 31, 2014 related to the Tolmar product rights acquired under the Tolmar Agreement. During the fourth quarter of 2013, the Company made a $12.0 million payment to Tolmar upon Tolmar's achievement of a regulatory milestone event in accordance with the terms of the Tolmar Agreement.

The Company entered into a Loan and Security Agreement with Tolmar in March 2012 (the "Tolmar Loan Agreement"), under which the Company has agreed to lend to Tolmar one or more loans through December 31, 2014, in an aggregate amount not to exceed $15,000,000. As of June 30, 2014, Tolmar has borrowed $15,000,000 under the Tolmar Loan Agreement. The outstanding principal amount of, including any accrued and unpaid interest on, the loans under the Tolmar Loan Agreement are payable by Tolmar beginning from March 31, 2017 through March 31, 2020 or the maturity date, in accordance with the terms therein. Tolmar may prepay all or any portion of the outstanding balance of the loans prior to the maturity date without penalty or premium.

Strategic Alliance Agreement with Teva

The Company entered into a Strategic Alliance Agreement with Teva in June 2001 ("Teva Agreement"). The Teva Agreement commits the Company to develop and manufacture, and Teva to distribute, a specified number of controlled release generic pharmaceutical products ("generic products"), each for a 10-year period. The Company identified the following deliverables under the Teva Agreement: (i) the manufacture and delivery of generic products; (ii) the provision of research and development activities (including regulatory services) related to each product; and (iii) market exclusivity associated with the products. In July 2010, the Teva Agreement was amended to terminate the provisions of the Teva Agreement with respect to the Omeprazole (generic to Prilosec®) 10mg, 20mg and 40mg products. Additionally, in exchange for the return of product rights, the Company agreed to pay to Teva a profit share on future sales of the fexofenadine HCI/pseudoephedrine (generic to Allegra-D®) product, if any, but in no event will such profit share payments exceed an aggregate amount of $3,000,000. The Company recognized previously deferred revenue related to the Teva Agreement of $654,000 in the six month periods ended June 30, 2014 and 2013. No additional amounts were deferred during the six month periods ended June 30, 2014 and 2013.

OTC Partners Alliance Agreement

In June 2002, the Company entered into a Development, License and Supply Agreement with Pfizer Inc. (formerly Wyeth) (the "Pfizer Agreement"), for a term of approximately 15 years, relating to the Company's Loratadine and Pseudoephedrine Sulfate 5 mg/120 mg 12-hour Extended Release Tablets and Loratadine and Pseudoephedrine Sulfate 10 mg/240 mg 24-hour Extended Release Tablets for the OTC market. The Pfizer Agreement included payments to the Company upon achievement of development milestones, as well as royalties paid to the Company by Pfizer on its sales of the product. Pfizer launched this product in May 2003 as Alavert® D-12 Hour. In February 2005, the agreement was partially cancelled with respect to the 24-hour Extended Release Product due to lower than planned sales volume. In December 2011, Pfizer and the Company entered into an agreement with L. Perrigo Company whereby the parties agreed that the Company would supply the Company's Loratadine and Pseudoephedrine Sulfate 5 mg/120 mg 12-hour Extended Release Tablets to Perrigo in the United States and its territories (the "Perrigo Agreement"). The Company previously developed the products, and is currently only responsible for manufacturing the products, and Pfizer and Perrigo are responsible for marketing and sale of the products. The Pfizer and Perrigo Agreements are no longer a core area of the Company's business, and the over-the-counter pharmaceutical products the Company sells under both agreements are older products which are only sold to Pfizer and to Perrigo, and which are sold at a loss, on a fully absorbed basis. The Company recognizes profit share revenue in the period earned.

Joint Development Agreement with Valeant Pharmaceuticals International, Inc.

In November 2008, the Company and Valeant Pharmaceuticals International, Inc., formerly Medicis Pharmaceutical Corporation ("Valeant"), entered into a Joint Development Agreement ("Joint Development Agreement") and a License and Settlement Agreement. The Joint Development Agreement provides for the Company and Valeant to collaborate in the development of a total of five dermatology products, including four of the Company's generic products and one branded advanced form of Valeant's SOLODYN ® product. Under the provisions of the Joint Development Agreement the Company received a $40,000,000 upfront payment, paid by Valeant in December 2008. The Company has also received an aggregate of $15,000,000 in milestone payments composed of two $5,000,000 milestone payments, paid by Valeant in March 2009 and September 2009, a $2,000,000 milestone payment paid by Valeant in December 2009, and a $3,000,000 milestone payment paid by Valeant in March 2011. The Company has the potential to receive up to an additional $8,000,000 of contingent regulatory milestone payments each of which the Company believes to be substantive, as well as the potential to receive royalty payments from sales, if any, by Valeant of its advanced form SOLODYN ® brand product. Finally, to the extent the Company commercializes any of its four generic dermatology products covered by the Joint Development Agreement, the Company will pay to Valeant a gross profit share on sales of such products. The Company began selling one of the four dermatology products during the year ended December 31, 2011. During the three month period ended March 31, 2013, the Company extended the revenue recognition period for the Joint Development Agreement from the previous recognition period ending in November 2013 to December 2014, due to changes in the estimated timing of completion of certain research and development activities. This change was made on a prospective basis, and resulted in a reduced quarterly amount of revenue recognized in 2013 and the first half of 2014, as compared to prior year quarters, and a reduced periodic amount of revenue to be recognized in future periods.

License, Development and Commercialization Agreement & Supply Agreement with Glaxo Group Limited

In December 2010, the Company entered into a License, Development and Commercialization Agreement with Glaxo Group Limited ("GSK"). Under the terms of the agreement with GSK, GSK received an exclusive license to develop and commercialize IPX066 (brand name RYTARY™ in the United States) throughout the world, except in the United States and Taiwan, and certain follow-on products at the option of GSK. Under the terms of the agreement, GSK paid an $11,500,000 upfront payment in December 2010, and the Company had the potential to receive up to $169,000,000 of contingent milestone payments. The upfront payment was recognized as revenue on a straight-line basis over the Company's expected period of performance to provide research and development services which ended on December 31, 2012. In April 2013, the Company and GSK announced that they were terminating their collaboration for the development and commercialization of IPX066 outside the United States and Taiwan as a result of delays in the anticipated regulatory approval and launch dates in countries in which GSK has rights to commercialize the product and terminated the License, Development and Commercialization Agreement. At the end of July 2013, GSK's rights to develop and commercialize IPX066 outside the United States and Taiwan were transferred back to the Company.

Distribution, License, Development and Supply Agreement with AstraZeneca UK Limited

In January 2012, the Company entered into the AZ Agreement with AstraZeneca. Under the terms of the AZ Agreement, AstraZeneca granted to the Company an exclusive license to commercialize the tablet, orally disintegrating tablet and nasal spray formulations of Zomig® (zolmitriptan) products for the treatment of migraine headaches in the United States and in certain United States territories, except during an initial transition period when AstraZeneca fulfilled all orders of Zomig® products on the Company's behalf and AstraZeneca paid to the Company the gross profit on such Zomig® products. The Company is obligated to fulfill certain minimum requirements with respect to the promotion of currently approved Zomig® products as well as other dosage strengths of such products approved by the FDA in the future. The Company may, but has no obligation to, develop and commercialize additional products containing zolmitriptan and additional indications for Zomig®, subject to certain restrictions as set forth in the AZ Agreement. The Company will be responsible for conducting clinical studies and preparing regulatory filings related to the development of any such additional products and would bear all related costs. During the term of the AZ Agreement, AstraZeneca will continue to be the holder of the NDA for existing Zomig® products, as well as any future dosage strengths thereof approved by the FDA, and will be responsible for certain regulatory and quality-related activities for such Zomig® products. AstraZeneca will manufacture and supply Zomig® products to the Company and the Company will purchase its requirements of Zomig® products from AstraZeneca until a date determined in the AZ Agreement. Thereafter, AstraZeneca may terminate its supply obligations upon certain advance notice to the Company, in which case the Company would have the right to manufacture or have manufactured its own requirements for the applicable Zomig® product.

Beginning from January 2013, the Company is obligated to pay AstraZeneca tiered royalties on net sales of Zomig® products, depending on brand exclusivity and subject to customary reductions and other terms and conditions set forth in the AZ Agreement. The Company owed a royalty payable to AstraZeneca of $5,888,000 and $25,598,000 during the six month periods ended June 30, 2014 and 2013, respectively, with a corresponding charge included in the cost of revenues line on the consolidated statement of operations. The Company is also obligated to pay AstraZeneca royalties after a certain specified date based on gross profit from sales of authorized generic versions of the Zomig products subject to certain terms and conditions set forth in the AZ Agreement. In May 2013, the Company's exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and the Company launched authorized generic versions of those products in the United States.

12. ALLIANCE AND COLLABORATION AGREEMENTS (continued)

Development and Co-Promotion Agreement with Endo Pharmaceuticals, Inc.

In June 2010, the Company and Endo Pharmaceuticals, Inc. ("Endo") entered into a Development and Co-Promotion Agreement ("Endo Agreement") under which the Company and Endo have agreed to collaborate in the development and commercialization of a next-generation advanced form of the Company's lead brand product candidate ("Endo Agreement Product"). Under the provisions of the Endo Agreement, in June 2010, Endo paid to the Company a $10,000,000 upfront payment. The Company has the potential to receive up to an additional $30,000,000 of contingent milestone payments, which includes $15,000,000 contingent upon the achievement of clinical events, $5,000,000 contingent upon the achievement of regulatory events, and $10,000,000 contingent upon the achievement of commercialization events. The Company believes all milestones under the Endo Agreement are substantive. Upon commercialization of the Endo Agreement Product in the United States, Endo will have the right to co-promote such product to non-neurologists, which will require the Company to pay Endo a co-promotion service fee of up to 100% of the gross profits attributable to prescriptions for the Endo Agreement Product which are written by the non-neurologists.

The Company is recognizing the $10,000,000 upfront payment as revenue on a straight-line basis over a period of 103 months, which is the estimated expected period of performance of research and development activities under the Endo Agreement, commencing with the June 2010 effective date of the Endo Agreement and ending in December 2018, the estimated date of FDA approval of the Company's NDA. The FDA approval of the Endo Agreement Product NDA represents the end of the Company's expected period of performance, as the Company will have no further contractual obligation to perform research and development activities under the Endo Agreement, and therefore the earnings process will be completed. Deferred revenue is recorded as a liability captioned "Deferred revenue" on the consolidated balance sheet and deferred revenue under the Endo Agreement was $4,804,000 as of June 30, 2014. Revenue recognized under the Endo Agreement is reported in the line item "Other Revenues" in "Note 18 - Supplementary Financial Information." The Company determined the straight-line method aligns revenue recognition with performance as the level of research and development activities performed under the Endo Agreement are expected to be performed on a ratable basis over the Company's estimated expected period of performance. Upon FDA approval of the Company's Endo Agreement Product NDA, the Company will have the right (but not the obligation) to begin manufacture and sale of such product. The Company will sell its manufactured branded product to customers in the ordinary course of business through its Impax Pharmaceuticals Division. The Company will account for any sale of the product covered by the Endo Agreement as current period revenue. The co-promotion service fee paid to Endo, as described above, if any, will be accounted for as a current period selling expense as incurred.

The Company and Endo also entered into a Settlement and License Agreement in June 2010 (the "Endo Settlement Agreement") pursuant to which Endo agreed to make a payment to the Company should Prescription Sales of Opana ® ER (as defined in the Endo Settlement Agreement) fall below a predetermined contractual threshold in the quarter immediately prior to the Company launching a generic version of Opana ® ER. As a result of the Company's launch of its generic version of Opana ER in January 2013 and Endo's Prescription Sales of Opana ER during the fourth quarter of 2012, the Company recorded a $102,049,000 settlement gain during the three month period ended March 31, 2013, which is included in "Other Income" in the consolidated statement of operations.

Agreement with DURECT Corporation

During the three month period ended March 31, 2014, the Company entered into an agreement with DURECT Corporation ("Durect") granting Impax the exclusive worldwide rights to develop and commercialize DURECT's investigational transdermal bupivacaine patch for the treatment of pain associated with post-herpetic neuralgia (PHN), referred to by the Company as IPX239. The Company paid Durect a $2,000,000 up-front payment upon signing of the agreement. The Company has the potential to pay up to $61,000,000 in additional contingent milestone payments upon the achievement of predefined development and commercialization milestones. If IPX239 is commercialized, Durect would also receive a tiered royalty on product sales.

Agreement with Actavis plc

In July 2014, the Company acquired two generic products from Actavis plc ("Actavis") pursuant to a Purchase Agreement and a Supply Agreement. The acquisition includes one product marketed under an ANDA and one approved ANDA that is currently not yet marketed.

13. SHARE-BASED COMPENSATION

The Company recognizes the grant date fair value of each stock option and restricted stock award over its vesting period. Stock options and restricted stock awards are granted under the Company's Second Amended and Restated 2002 Equity Incentive Plan ("2002 Plan") and generally vest over a three or four year period and have a term of ten years. Total share-based compensation expense recognized in the consolidated statement of operations during the three and six month periods ended June 30, 2014 and 2013 was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in $000's)	2014	2013	2014	2013
Manufacturing expenses	$ 597	$ 208	$ 1,492	$ 880
Research and development	1,379	1,352	2,781	2,728
Selling, general and administrative	3,158	4,585	5,247	6,895
Total	$ 5,134	$ 6,145	$ 9,520	$ 10,503

The following table summarizes stock option activity during the six month period ended June 30, 2014:

	Number of Shares Under Option	Weighted Average Exercise Price per Share
Outstanding at December 31, 2013	3,770,905	$ 14.01
Options granted	381,100	$ 25.03
Options exercised	(504,242)	$ 15.26
Options forfeited	(261,929)	$ 20.14
Outstanding at June 30, 2014	3,385,834	$ 14.61
Options exercisable at June 30, 2014	2,623,294	$ 12.34

The Company estimated the fair value of each stock option award on the grant date using the Black-Scholes option pricing model. Expected volatility is based solely on historical volatility of the Company's common stock. The expected term calculation is based on the "simplified" method described in SAB No. 107, Share-Based Payment and SAB No. 110, Share-Based Payment, as the result of the simplified method provides a reasonable estimate in comparison to the Company's actual experience. The risk-free interest rate is based on the U.S. Treasury yield at the date of grant for an instrument with a maturity that is commensurate with the expected term of the stock options. The dividend yield of zero is based on the fact that the Company has never paid cash dividends on its common stock, and has no present intention to pay cash dividends.

A summary of the Company's non-vested restricted stock awards activity during the six month period ended June 30, 2014 is presented below:

Restricted Stock Awards	Number of Restricted Stock Awards	Weighted Average Grant Date Fair Value
Non-vested at December 31, 2013	2,123,835	$ 21.13
Granted	718,615	$ 22.80
Vested	(183,283)	$ 21.42
Forfeited	(161,960)	$ 20.38
Non-vested at June 30, 2014	2,497,207	$ 21.63

The Company grants restricted stock awards to certain eligible employees and directors as a component of its long-term incentive compensation program. The restricted stock award grants are made in accordance with the Company's 2002 Plan, and typically specify that the shares of common stock underlying the restricted stock awards are not issued until they vest. The restricted stock awards generally vest ratably over a three or four year period from the date of grant.

As of June 30, 2014, the Company had total unrecognized share-based compensation expense, net of estimated forfeitures, of $48,597,280 related to all of its share-based awards, which will be recognized over a weighted-average period of 1.95 years. As of June 30, 2014, the Company estimated 2,997,000 stock options and 2,211,000 shares of restricted stock awards granted to employees which were vested or expected to vest. The intrinsic value of stock options exercised during the six month periods ended June 30, 2014 and 2013 was $5,005,000 and $5,113,000, respectively. The total fair value of restricted stock awards which vested during the six month periods ended June 30, 2014 and 2013 was $3,865,000 and $3,069,000, respectively. As of June 30, 2014, the Company had 2,883,657 shares of common stock available for issuance of stock options, restricted stock awards, and/or stock appreciation rights.

14. STOCKHOLDERS' EQUITY

Preferred Stock

Pursuant to its certificate of incorporation, the Company is authorized to issue 2,000,000 shares, $0.01 par value per share, "blank check" preferred stock, which enables the Board of Directors, from time to time, to create one or more new series of preferred stock. Each series of preferred stock issued can have the rights, preferences, privileges and restrictions designated by the Board of Directors. The issuance of any new series of preferred stock could affect, among other things, the dividend, voting, and liquidation rights of the Company's common stock. During the six month periods ended June 30, 2014 and 2013, the Company did not issue any preferred stock.

Common Stock

The Company's certificate of incorporation, as amended, authorizes the Company to issue 90,000,000 shares of common stock with $0.01 par value.

15. EARNINGS PER SHARE

The Company's earnings per share (EPS) includes basic net income per share, computed by dividing net income (as presented on the consolidated statement of operations), by the weighted average number of shares of common stock outstanding for the period, along with diluted net income per share, computed by dividing net income by the weighted average number of shares of common stock adjusted for the dilutive effect of common stock equivalents outstanding during the period. A reconciliation of basic and diluted net income per share of common stock for the three and six month periods ended June 30, 2014 and 2013 was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in $000's except share and per share amounts)	2014	2013	2014	2013
Numerator:				
Net income	$ 35,071	$ 5,619	$ 41,496	$ 111,061
Denominator:				
Weighted average common shares outstanding	68,095,159	66,748,864	67,899,894	66,618,889
Effect of dilutive stock options and restricted stock awards	2,218,332	1,539,084	2,295,435	1,763,115
Diluted weighted average common shares outstanding	70,313,491	68,287,948	70,195,329	68,382,004
Basic net income per share	$ 0.52	$ 0.08	$ 0.61	$ 1.67
Diluted net income per share	$ 0.50	$ 0.08	$ 0.59	$ 1.62

For the three month periods ended June 30, 2014 and 2013, the Company excluded 909,100 and 2,330,114, respectively, and for the six month periods ended June 30, 2014 and 2013, the Company excluded 921,100 and 1,677,129, respectively, of shares issuable upon the exercise of stock options and unvested restricted stock awards from the computation of diluted net income per common share as the effect of these options and unvested restricted stock awards would have been anti-dilutive. Quarterly computations of net income per share amounts are made independently for each quarterly reporting period, and the sum of the per share amounts for the quarterly reporting periods may not equal the per share amounts for the year-to-date reporting period.

16. SEGMENT INFORMATION

The Company has two reportable segments, the Global Division and the Impax Division. The Global Division develops, manufactures, sells, and distributes generic pharmaceutical products, primarily through the following sales channels: the Global Products sales channel for sales of generic prescription products directly to wholesalers, large retail drug chains, and others; the Private Label Product sales channel for generic over-the-counter and prescription products sold to unrelated third-party customers who, in turn, sell the products under their own label; the Rx Partner sales channel for generic prescription products sold through unrelated third-party pharmaceutical entities under their own label pursuant to alliance agreements; and the OTC Partner sales channel for over-the-counter products sold through unrelated third-party pharmaceutical entities under their own labels pursuant to alliance and supply agreements. Revenues from the “Global Products” sales channel and the “Private Label” sales channel are reported under the caption “Global Product sales, net” in “Note 18 – Supplementary Financial Information.” The Company also generates revenue in its Global Division from research and development services provided under a joint development agreement with another unrelated third-party pharmaceutical company, and reports such revenue under the caption “Other Revenues” revenue in “Note 18 – Supplementary Financial Information.” Revenues from the “OTC Partner” sales channel are also reported under the caption “Other Revenues” in “Note 18 – Supplementary Financial Information.”

The Impax Division is engaged in the development of proprietary brand pharmaceutical products that the Company believes represent improvements to already-approved pharmaceutical products addressing CNS disorders. The Impax Division currently has one internally developed late stage branded pharmaceutical product candidate, RYTARY™, an extended release capsule formulation of carbidopa-levodopa for the symptomatic treatment of Parkinson’s disease, for which the NDA was accepted for filing by the FDA in February 2012 and for which the Company received a Complete Response Letter from the FDA in January 2013. In April 2014, after discussions with the FDA, the Company resubmitted an NDA for RYTARY™. The NDA was accepted for filing by the FDA in April 2014 and the FDA informed the Company that the Prescription Drug User Fee Act (“PDUFA”) date is October 9, 2014. The Company has also initiated the preparation of required documents for a European Market Authorization Application filing for RYTARY™, currently targeted for filing during the second half of 2014. In addition to RYTARY™, the Impax Division has a number of other product candidates that are in varying stages of development. The Impax Division is also engaged in the sale and distribution of Zomig® (zolmitriptan) products, indicated for the treatment of migraine headaches, under the terms of the AZ Agreement with AstraZeneca in the United States and in certain United States territories. Revenues from Impax-labeled branded Zomig® products are reported under the caption “Impax Product sales, net” in “Note 18 – Supplementary Financial Information.” Finally, the Company generates revenue in the Impax Division from research and development services provided under a development and license agreement with another unrelated third-party pharmaceutical company, and reports such revenue under the caption “Other Revenues” revenue in “Note 18 – Supplementary Financial Information.”

The Company’s chief operating decision maker evaluates the financial performance of the Company’s segments based upon segment income (loss) before income taxes. Items below income (loss) from operations are not reported by segment, except litigation settlements, since they are excluded from the measure of segment profitability reviewed by the Company’s chief operating decision maker. Additionally, general and administrative expenses, certain selling expenses, certain litigation settlements, and non-operating income and expenses are included in “Corporate and Other.” The Company does not report balance sheet information by segment since it is not reviewed by the Company’s chief operating decision maker. The accounting policies for the Company’s segments are the same as those described above in the discussion of "Revenue Recognition" and in the “Summary of Significant Accounting Policies” in the Company's Form 10-K for the year ended December 31, 2013. The Company has no inter-segment revenue.

16. SEGMENT INFORMATION (continued)

The tables below present segment information reconciled to total Company consolidated financial results, with segment operating income or loss including gross profit less direct research and development expenses and direct selling expenses as well as any litigation settlements, to the extent specifically identified by segment:

(in $000's) **Three Months Ended June 30, 2014**	**Global Division**	**Impax Division**	**Corporate and Other**	**Total Company**
Revenues, net	$ 176,394	$ 11,727	$ ---	$ 188,121
Cost of revenues	69,872	8,477	---	78,349
Research and development	10,745	10,507	---	21,252
Patent litigation expense	1,767	---	---	1,767
Income (loss) before provision for income taxes	$ 89,438	$ (18,991)	$ (16,022)	$ 54,425

(in $000's) **Three Months Ended June 30, 2013**	**Global Division**	**Impax Division**	**Corporate and Other**	**Total Company**
Revenues, net	$ 93,965	$ 35,666	$ ---	$ 129,631
Cost of revenues	54,727	16,017	---	70,744
Research and development	9,291	6,249	---	15,540
Patent litigation expense	4,304	---	---	4,304
Income (loss) before provision for income taxes	$ 21,761	$ 1,564	$ (14,290)	$ 9,035

(in $000's) **Six Months Ended June 30, 2014**	**Global Division**	**Impax Division**	**Corporate and Other**	**Total Company**
Revenues, net	$ 285,534	$ 21,305	$ ---	$ 306,839
Cost of revenues	126,894	12,551	---	139,445
Research and development	21,962	21,031	---	42,993
Patent litigation expense	3,940	---	---	3,940
Income (loss) before provision for income taxes	$ 125,783	$ (33,232)	$ (29,496)	$ 63,055

(in $000's) **Six Months Ended June 30, 2013**	**Global Division**	**Impax Division**	**Corporate and Other**	**Total Company**
Revenues, net	$ 195,602	$ 82,518	$ ---	$ 278,120
Cost of revenues	116,171	45,190	---	161,361
Research and development	21,002	14,143	---	35,145
Patent litigation expense	8,582	---	---	8,582
Income (loss) before provision for income taxes	$ 40,921	$ (1,414)	$ 123,248	$ 162,755

Foreign Operations

The Company's wholly owned subsidiary, Impax Laboratories (Taiwan) Inc., is constructing a manufacturing facility in Jhunan, Taiwan R.O.C. which is utilized for manufacturing, research and development, warehouse, and administrative functions, with approximately $142,067,000 of net carrying value of assets, composed principally of a building and equipment, included in the Company's consolidated balance sheet at June 30, 2014.

17. LEGAL AND REGULATORY MATTERS

Patent Litigation

There is substantial litigation in the pharmaceutical, biological, and biotechnology industries with respect to the manufacture, use, and sale of new products which are the subject of conflicting patent and intellectual property claims. One or more patents typically cover most of the brand name controlled release products for which the Company is developing generic versions.

Under federal law, when a drug developer files an ANDA for a generic drug seeking approval before expiration of a patent, which has been listed with the FDA as covering the brand name product, the developer must certify its product will not infringe the listed patent(s) and/or the listed patent is invalid or unenforceable (commonly referred to as a “Paragraph IV” certification). Notices of such certification must be provided to the patent holder, who may file a suit for patent infringement within 45 days of the patent holder’s receipt of such notice. If the patent holder files suit within the 45 day period, the FDA can review and approve the ANDA, but is prevented from granting final marketing approval of the product until a final judgment in the action has been rendered in favor of the generic drug developer, or 30 months from the date the notice was received, whichever is sooner. Lawsuits have been filed against the Company in connection with the Company’s Paragraph IV certifications seeking an order delaying the approval of the Company’s ANDA until expiration of the patent(s) at issue in the litigation.

Should a patent holder commence a lawsuit with respect to an alleged patent infringement by the Company, the uncertainties inherent in patent litigation make the outcome of such litigation difficult to predict. The delay in obtaining FDA approval to market the Company’s product candidates as a result of litigation, as well as the expense of such litigation, whether or not the Company is ultimately successful, could have a material adverse effect on the Company’s results of operations and financial position. In addition, there can be no assurance that any patent litigation will be resolved prior to the end of the 30-month period. As a result, even if the FDA were to approve a product upon expiration of the 30-month period, the Company may elect to not commence marketing the product if patent litigation is still pending.

The Company is generally responsible for all of the patent litigation fees and costs associated with current and future products not covered by its alliance and collaboration agreements. The Company has agreed to share legal expenses with respect to third-party and Company products under the terms of certain of the alliance and collaboration agreements. The Company records the costs of patent litigation as expense in the period when incurred for products it has developed, as well as for products which are the subject of an alliance or collaboration agreement with a third-party.

Although the outcome and costs of the asserted and unasserted claims is difficult to predict, the Company does not expect the ultimate liability, if any, for such matters to have a material adverse effect on its financial condition, results of operations, or cash flows.

17. LEGAL AND REGULATORY MATTERS (continued)

Patent Infringement Litigation

The Research Foundation of State University of New York et al. v. Impax Laboratories, Inc.; Galderma Laboratories Inc., et al. v. Impax Laboratories, Inc. (Doxycycline Monohydrate)

In September 2009, The Research Foundation of State University of New York, New York University, Galderma Laboratories Inc. and Galderma Laboratories, L.P. (collectively, "Galderma") filed suit against the Company in the U.S. District Court for the District of Delaware (the "District Court") alleging patent infringement for the filing of the Company's ANDA relating to Doxycycline Monohydrate Delayed-Release Capsules, 40 mg, generic to Oracea ® . In May 2011, Galderma Laboratories Inc., Galderma Laboratories, L.P. and Supernus Pharmaceuticals, Inc. filed a second lawsuit in Delaware alleging infringement of an additional patent related to Oracea ® . The Company filed an answer and counterclaims in both matters. In October 2009 for the first lawsuit and in July 2011 for the second lawsuit, the parties agreed to be bound by the final judgment concerning infringement, validity and enforceability of the patents at issue in an earlier-filed case brought by Galderma and Supernus against another generic drug manufacturer. Proceedings in the lawsuits involving the Company were stayed pending resolution of the related matter. In July 2011, a four-day trial was held in the case involving the other generic manufacturer in the District Court on the issues of patent infringement and validity. In August 2011, the District Court issued its decision finding four of the five patents invalid and/or not infringed, and the fifth patent, which expires in December 2027, infringed and not invalid. After proceedings related to the remedy, on June 8, 2012, the District Court entered final judgment with respect to that litigation. On June 22, 2012, the District Court entered its final judgment with respect to the Company. All parties filed notices of appeal and/or cross-appeal in July 2012. The briefing at the United States Court of Appeals for the Federal Circuit (the "Federal Circuit") was completed for all parties on January 28, 2013. The decision of the District Court will be binding on the Company unless reversed or modified on appeal or in subsequent litigation. On August 7, 2013, the Federal Circuit affirmed-in-part, reversed-in-part, and remanded the case to the District Court. The finding that the fifth patent was infringed and not invalid was affirmed, as was the finding that the asserted independent claims of the other four patents were invalid and/or not infringed. The Federal Circuit reversed the District Court's finding that some of the dependent claims of the four patents were invalid and remanded for further proceedings. On January 6, 2014, the parties entered into a Stipulation of Dismissal and on January 7, 2014, the court entered an Order granting the Stipulation of Dismissal.

Takeda Pharmaceutical Co., Ltd, et al. v. Impax Laboratories, Inc. (Dexlansoprazole)

In April 2011, Takeda Pharmaceutical Co., Ltd., Takeda Pharmaceuticals North America, Inc., Takeda Pharmaceuticals LLC, and Takeda Pharmaceuticals America, Inc. (collectively, "Takeda") filed suit against the Company in the U.S. District Court for the Northern District of California (the "District Court") alleging patent infringement based on the filing of the Company's ANDA relating to Dexlansoprazole Delayed Release Capsules, 30 and 60 mg, generic to Dexilant ® . The Company filed an answer and counterclaims. The trial court issued a claim construction ruling on April 11, 2012. In November 2012, the Company and Takeda filed cross motions for summary judgment regarding infringement and validity of the patents at issue. On April 8, 2013, the District Court ruled on the summary judgment motions as follows: (i) granted the Company's motion for non-infringement of U.S. Patent No. 7,790,755, (ii) granted Takeda's motion of infringement of U.S. Patent Nos. 6,664,276, 6,462,058 and 6,939,971 and (iii) denied the Company's motion of invalidity for U.S. Patent No. 6,939,971. A bench trial was conducted beginning on June 5, 2013, and a decision was rendered on October 17, 2013, finding the asserted claims of U.S. Patent Nos. 6,462,058, 6,664,276, and 6,939,971 infringed and not invalid. The Company filed a notice of appeal of the District Court's decision on the 6,462,058, 6,664,276, and 6,939,971 patents to the United States Court of Appeals for the Federal Circuit and Takeda filed a notice of appeal of the District Court decision on the 7,790,755 patent to the Federal Circuit .

In May 2013, Takeda filed another complaint against the Company in the District Court, alleging infringement of U.S. Patent No. 8,173,158 based on the filing of the Company's ANDA relating to Dexlansoprazole Delayed Release Capsules, 30 and 60 mg, generic to Dexilant®. Takeda filed an amended complaint in July 2013, alleging infringement of another patent, U.S. Patent No. 8,461,187. The Company filed an answer and counterclaims. Following a hearing on claim construction on June 5, 2014, the Court issued a claim construction order on June 6, 2014. Discovery is proceeding, and trial is scheduled for April 13, 2015.

17. LEGAL AND REGULATORY MATTERS (continued)

Avanir Pharmaceuticals, Inc. et al. v. Impax Laboratories, Inc. (Dextromethorphan/Quinidine)

In August 2011, Avanir Pharmaceuticals, Inc., Avanir Holding Co., and Center for Neurological Study filed suit against the Company in the U.S. District Court for the District of Delaware alleging patent infringement based on the filing of the Company's ANDA relating to Dextromethorphan/Quinidine Capsules, 20 mg/10 mg, generic of Nuedexta ® . The Company filed an answer and counterclaims. On October 8, 2012, Avanir Pharmaceuticals, Inc. filed suit against the Company in the U.S. District Court for the District of Delaware alleging patent infringement of a new patent, U.S. Patent 8,227,484, issued July 24, 2012, also based on the filing of the Company's ANDA relating to Dextromethorphan/Quinidine Capsules, 20 mg/10 mg, generic of Nuedexta. The Company filed an answer and counterclaims on October 10, 2012. A bench trial was conducted beginning on September 9, 2013. On April 30, 2014, the district court issued its decision finding two of the three patents infringed, while finding the third patent not infringed by the Company, and finding all three patents not invalid. The parties settled the litigation and the case was dismissed on June 17, 2014.

Endo Pharmaceuticals Inc. and Grunenthal GmbH v. Impax Laboratories, Inc. and ThoRx Laboratories, Inc. (Oxymorphone hydrochloride); Endo Pharmaceuticals Inc. and Grunenthal GmbH v. Impax Laboratories, Inc. (Oxymorphone hydrochloride)

In November 2012, Endo Pharmaceuticals, Inc. and Grunenthal GmbH (collectively, "Endo") filed suit against ThoRx Laboratories, Inc., a wholly owned subsidiary of the Company ("ThoRx"), and the Company in the U.S. District Court for the Southern District of New York alleging patent infringement based on the filing of ThoRx's ANDA relating to Oxymorphone Hydrochloride, Extended Release tablets, 5, 7.5, 10, 15, 20, 30 and 40 mg, generic to Opana ER®. In January 2013, Endo filed a separate suit against the Company in the U.S. District Court for the Southern District of New York alleging patent infringement based on the filing of the Company's ANDA relating to the same products. ThoRx and the Company filed an answer and counterclaims to the November 2012 suit and the Company filed an answer and counterclaims with respect to the January 2013 suit. Discovery is proceeding. No trial date has been set.

Pfizer Inc. and UCB Pharma GMBH v. Impax Laboratories, Inc. (Fesoterodine)

In June 2013, Pfizer Inc. and UCB Pharma GMBH filed suit against the Company in the U.S. District Court for the District of Delaware alleging patent infringement based on the filing of the Company's ANDA relating to Fesoterodine Fumarate Extended-Release Tablets, 4 and 8 mg, generic to Toviaz®. The Company filed its answer and counterclaims. Discovery is proceeding, and trial is scheduled for July 13, 2015.

Meda Pharmaceuticals Inc. v. Perrigo Israel Pharmaceuticals Ltd., Perrigo Company, L. Perrigo Company and Impax Laboratories, Inc. (Azelastine HCl)

In May 2013, Meda Pharmaceuticals, Inc. ("Meda") filed suit against the Company in the United States District Court for the District of New Jersey, alleging that the Company participated in, contributed to, aided, abetted, and/or induced infringement of Meda's United States Patent No. 8,071,073 based on the submission by Perrigo Israel Pharmaceutical Ltd., Perrigo Company and L. Perrigo Company of an ANDA relating to Azelastine Hydrochloride Nasal Spray (0.15%, eq. 0.1876 mg base/spray), generic to Astepro®. The parties settled the litigation and the case was dismissed on June 20, 2014.

Warner Chilcott Co., LLC and Warner Chilcott (US), LLC v. Impax Laboratories, Inc . (Risedronate)

In October 2013, Warner Chilcott Co., LLC and Warner Chilcott (US), LLC (together, "Warner Chilcott") filed suit against the Company in the United States District Court for the District of New Jersey, alleging patent infringement based on the filing of the Company's ANDA relating to Risedronate Sodium Delayed Release Tablets, 35 mg, generic to Atelvia®. The case was consolidated with actions brought by Warner Chilcott against other generic defendants for trial, which began on July 14, 2014. The parties settled the litigation and the case was dismissed on July 16, 2014.

Impax Laboratories Inc. and AstraZeneca AB v. Lannett Holdings, Inc.

In July 2014, the Company filed suit against Lannett Holdings, Inc. in the United States District Court for the District of Delaware, alleging patent infringement based on the filing of Lannett's ANDA relating to Zolmitriptan Nasal Spray, 5mg, generic to Zomig® Nasal Spray.

Other Litigation Related to the Company's Business

Civil Investigative Demand from the FTC (Minocycline Hydrochloride)

On May 2, 2012, the Company received a Civil Investigative Demand ("CID") from the United States Federal Trade Commission ("FTC") concerning its investigation into the drug SOLODYN® and its generic equivalents. According to the FTC, the investigation relates to whether Medicis Pharmaceutical Corporation, now a wholly owned subsidiary of Valeant Pharmaceuticals International, Inc. ("Medicis"), the Company, and six other companies have engaged or are engaged in unfair methods of competition in or affecting commerce by (i) entering into agreements regarding SOLODYN® or its generic equivalents and/or (ii) engaging in other conduct regarding the sale or marketing of SOLODYN® or its generic equivalents. The Company is cooperating with the FTC in producing documents and information in response to the investigation. To the knowledge of the Company, no FTC proceedings have been initiated against the Company to date, however no assurance can be given as to the timing or outcome of this investigation.

17. LEGAL AND REGULATORY MATTERS (continued)

Solodyn ® Antitrust Class Actions

From July to October 2013, thirteen class action complaints were filed against manufacturers of the brand drug Solodyn® and its generic equivalents, including the Company.

On July 22, 2013, Plaintiff United Food and Commercial Workers Local 1776 & Participating Employers Health and Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On July 23, 2013, Plaintiff Rochester Drug Co-Operative, Inc., a direct purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On August 1, 2013, Plaintiff International Union of Operating Engineers Local 132 Health and Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Northern District of California on behalf of itself and others similarly situated. On August 29, 2013, this Plaintiff withdrew its complaint from the United States District Court for the Northern District of California, and on August 30, 2013, re-filed the same complaint in the United States Court for the Eastern District of Pennsylvania, on behalf of itself and others similarly situated.

On August 9, 2013, Plaintiff Local 274 Health & Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On August 12, 2013, Plaintiff Sheet Metal Workers Local No. 25 Health & Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On August 27, 2013, Plaintiff Fraternal Order of Police, Fort Lauderdale Lodge 31, Insurance Trust Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On August 29, 2013, Plaintiff Heather Morgan, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On August 30, 2013, Plaintiff Plumbers & Pipefitters Local 178 Health & Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On September 9, 2013, Plaintiff Ahold USA, Inc., a direct purchaser, filed a class action complaint in the United States District Court for the District of Massachusetts on behalf of itself and others similarly situated.

On September 24, 2013, Plaintiff City of Providence, Rhode Island, an indirect purchaser, filed a class action complaint in the United States District Court for the District of Arizona on behalf of itself and others similarly situated.

On October 2, 2013, Plaintiff International Union of Operating Engineers Stationary Engineers Local 39 Health & Welfare Trust Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the District of Massachusetts on behalf of itself and others similarly situated.

On October 7, 2013, Painters District Council No. 30 Health and Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the District of Massachusetts on behalf of itself and others similarly situated.

On October 25, 2013, Plaintiff Man-U Service Contract Trust Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On March 13, 2014, Plaintiff Allied Services Division Welfare Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the District of Massachusetts on behalf of itself and others similarly situated.

17. LEGAL AND REGULATORY MATTERS (continued)

On March 19, 2014, Plaintiff NECA-IBEW Welfare Trust Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the District of Massachusetts on behalf of itself and others similarly situated .

In each case, the complaints allege that Medicis engaged in an overarching anticompetitive scheme by, among other things, filing frivolous patent litigation lawsuits, submitting frivolous Citizen Petitions, and entering into anticompetitive settlement agreements with several generic manufacturers, including the Company, to delay generic competition of Solodyn® and in violation of state and federal antitrust laws. Plaintiffs seek, among other things, unspecified monetary damages and equitable relief, including disgorgement and restitution.

On February 25, 2014, the United States Judicial Panel on Multidistrict Litigation ordered the pending actions transferred to the District of Massachusetts for coordinated pretrial proceedings, as In Re Solodyn (Minocycline Hydrochloride) Antitrust Litigation.

Civil Investigative Demand from the FTC (Oxymorphone Hydrochloride)

On February 25, 2014, the Company received a CID from the FTC concerning its investigation into the drug Opana® ER and its generic equivalents. According to the FTC, the investigation relates to whether Endo Pharmaceuticals, Inc. (“Endo”), the Company, and other companies have engaged or are engaged in unfair methods of competition in or affecting commerce by (i) entering into agreements regarding Opana® ER or its generic equivalents and/or (ii) engaging in other conduct regarding the regulatory filings, sale or marketing of Opana® ER or its generic equivalents. The Company intends to cooperate with the FTC in producing documents and information in response to the CID. To the knowledge of the Company, no proceedings by the FTC have been initiated against the Company at this time, however no assurance can be given as to the timing or outcome of this investigation.

Opana ER® Antitrust Class Actions

From June to July 2014, four class action complaints were filed against manufacturers of the brand drug Opana ER® and the Company.

On June 4, 2014, Plaintiff Fraternal Order of Police, Miami Lodge 20, Insurance Trust Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On June 4, 2014, Plaintiff Rochester Drug Co-Operative, Inc., a direct purchaser, filed a class action complaint in the United States District Court for the Eastern District of Pennsylvania on behalf of itself and others similarly situated.

On June 6, 2014, Plaintiff Value Drug Company, a direct purchaser, filed a class action complaint in the United States District Court for the Northern District of California on behalf of itself and others similarly situated. On June 26, 2014, this Plaintiff withdrew its complaint from the United States District Court for the Northern District of California, and on July 16, 2014, re-filed the same complaint in the United States District Court for the Northern District of Illinois, on behalf of itself and others similarly situated.

On June 19, 2014, Plaintiff Wisconsin Masons’ Health Care Fund, an indirect purchaser, filed a class action complaint in the United States District Court for the Northern District of Illinois on behalf of itself and others similarly situated.

In each case, the complaints allege that Endo engaged in an anticompetitive scheme by, among other things, entering into an anticompetitive settlement agreement with the Company to delay generic competition of Opana ER® and in violation of state and federal antitrust laws. Plaintiffs seek, among other things, unspecified monetary damages and equitable relief, including disgorgement and restitution.

Securities and Derivative Class Actions

On March 7, 2013 and April 8, 2013, two class action complaints were filed against the Company and certain current and former officers and directors of the Company in the United States District Court for the Northern District of California by Denis Mulligan, individually and on behalf of others similarly situated, and Haverhill Retirement System, individually and on behalf of others similarly situated, respectively ("Securities Class Actions"), alleging that the Company and those named officers and directors violated the federal securities law by making materially false and misleading statements and/or failed to disclose material adverse facts to the public in connection with manufacturing deficiencies at the Hayward, California manufacturing facility, including but not limited to the impact the deficiencies would have on the Company's ability to gain approval from the FDA for the Company's branded product candidate, RYTARY™ and its generic version of Concerta ® . These two Securities Class Actions have subsequently been consolidated, assigned to the same judge, and lead plaintiff has been chosen. The plaintiff's consolidated amended complaint was filed on September 13, 2013. The Company filed a motion to dismiss the consolidated amended complaint on November 14, 2013. On April 18, 2014, the Court denied the Company's motion to dismiss. Discovery is proceeding, and a trial date has not been set.

On March 19, 2013, Virender Singh, derivatively on behalf of the Company, filed a state court action against certain current and former officers and directors for breach of fiduciary duty and unjust enrichment in the Superior Court of the State of California County of Santa Clara, asserting similar allegations as those in the Securities Class Actions. That action has been stayed pending resolution of the Securities Class Actions. In addition, the Company is aware of two letters from stockholders demanding action by the Company's board of directors, including to: (i) undertake an independent internal investigation into management's alleged violations of Delaware and/or federal law; (ii) commence a civil action against members of management to recover damages sustained as a result of alleged breaches of fiduciary duties; and/or (iii) spearhead meaningful corporate reform to address alleged internal control inadequacies. Each letter further states that if such action is not commenced within a reasonable period of time, the stockholder will commence a stockholder's derivative action on behalf of the Company.

Attorney General of the State of Connecticut Interrogatories and Subpoena Duces Tecum

On July 14, 2014, the Company received a subpoena and interrogatories (the "Subpoena") from the State of Connecticut Attorney General ("Connecticut AG") concerning its investigation into sales of the Company's generic product, digoxin. According to the Connecticut AG, the investigation is to determine whether anyone engaged in a contract, combination or conspiracy in restraint of trade or commerce which has the effect of (i) fixing, controlling or maintaining prices or (ii) allocating or dividing customers or territories relating to the sale of digoxin in violation of Connecticut state antitrust law. The Company intends to cooperate with the Connecticut AG in producing documents and information in response to the Subpoena. To the knowledge of the Company, no proceedings by the Connecticut AG have been initiated against the Company at this time, however no assurance can be given as to the timing or outcome of this investigation.

18. SUPPLEMENTARY FINANCIAL INFORMATION (unaudited)

Selected financial information for the quarterly periods noted is as follows:

(in $000's except shares and per share amounts)	2014 Quarters Ended: March 31	2014 Quarters Ended: June 30
Revenue:		
Global Product sales, gross	$ 265,850	$ 375,269
Less:		
Chargebacks	95,714	110,518
Rebates	52,054	74,079
Product Returns	1,294	5,140
Other credits	10,671	21,571
Global Product sales, net	106,117	163,961
Rx Partner	2,435	9,204
Other Revenues	589	3,229
Global Division revenues, net	109,141	176,394
Impax Product sales, gross	20,643	24,375
Less:		
Chargebacks	8,230	10,107
Rebates	1,070	938
Product Returns	181	216
Other credits	1,853	1,654
Impax Product sales, net	9,309	11,460
Other Revenues	268	267
Impax Division revenues, net	9,577	11,727
Total revenues	118,718	188,121
Gross profit	57,622	109,772
Net income	$ 6,425	$ 35,071
Net income per share (basic)	$ 0.09	$ 0.52
Net income per share (diluted)	$ 0.09	$ 0.50
Weighted average: common shares outstanding:		
Basic	67,702,296	68,095,159
Diluted	69,938,872	70,313,491

Quarterly computations of net income per share amounts are made independently for each quarterly reporting period, and the sum of the per share amounts for the quarterly reporting periods may not equal the per share amounts for the year-to-date reporting period.

18. SUPPLEMENTARY FINANCIAL INFORMATION (unaudited) (continued)

Selected financial information for the quarterly periods noted is as follows:

(in $000's except shares and per share amounts)	2013 Quarters Ended: March 31	2013 Quarters Ended: June 30
Revenue:		
Global Product sales, gross	$ 197,956	$ 217,721
Less:		
Chargebacks	64,345	82,013
Rebates	30,572	35,649
Product Returns	94	1,989
Other credits	5,160	8,312
Global Product sales, net	97,785	89,758
Rx Partner	3,114	3,668
Other Revenues	737	539
Global Division revenues, net	101,636	93,965
Impax Product sales, gross	69,292	48,300
Less:		
Chargebacks	7,790	10,095
Rebates	6,236	(1,735)
Product Returns	1,490	2,197
Other credits	7,255	2,409
Impax Product sales, net	46,521	35,334
Other Revenues	332	332
Impax Division revenues, net	46,853	35,666
Total revenues	148,489	129,631
Gross profit	57,871	58,887
Net income	$ 105,442	$ 5,619
Net income per share (basic)	$ 1.59	$ 0.08
Net income per share (diluted)	$ 1.55	$ 0.08
Weighted average: common shares outstanding:		
Basic	66,487,470	66,748,864
Diluted	68,178,355	68,287,948

Quarterly computations of net income per share amounts are made independently for each quarterly reporting period, and the sum of the per share amounts for the quarterly reporting periods may not equal the per share amounts for the year-to-date reporting period.

19. SUBSEQUENT EVENTS

On July 29, 2014, the Company announced that the FDA performed a general current Good Manufacturing Practices (cGMP) inspection and a Pre-Approval Inspection (PAI) for RYTARY™ at the Company's Taiwan manufacturing facility from July 21 to July 26, 2014. At the conclusion of the inspection, the FDA issued a Form 483 with ten inspectional observations. On August 4, 2014, the Company announced that the FDA performed a re-inspection of the Company's Hayward, California manufacturing facility from June 16 to July 31, 2014 and at the conclusion of the inspection, the FDA issued a Form 483 with seven inspectional observations, two of which were designated as repeat observations. The FDA did not provide any status or classification to either of the Form 483 observations and pursuant to its established regulatory process, will defer classification of the observations until it has reviewed the Company's response to the inspections. The Company is currently working on its responses to the observations. The Company has also not been informed by the FDA of the impact the Form 483s will have on RYTARY™'s October 9, 2014 PDUFA review date.

ITEM 2. Management's Discussion and Analysis of Results of Operations and Financial Condition

The following discussion and analysis, as well as other sections in this Quarterly Report on Form 10-Q, should be read in conjunction with the unaudited interim consolidated financial statements and related notes to the unaudited interim consolidated financial statements included elsewhere herein.

Statements included in this Quarterly Report on Form 10-Q that do not relate to present or historical conditions are "forward-looking statements." Such forward-looking statements involve risks and uncertainties that could cause results or outcomes to differ materially from those expressed in the forward-looking statements. Forward-looking statements may include statements relating to our plans, strategies, objectives, expectations and intentions. Words such as "believes," "forecasts," "intends," "possible," "estimates," "anticipates," "plans," "will," "should," "could" and similar expressions are intended to identify forward-looking statements. Our ability to predict results or the effect of events on our operating results is inherently uncertain. Forward-looking statements involve a number of risks, uncertainties and other factors that could cause actual results to differ materially from those discussed in this Quarterly Report on Form 10-Q. Such risks and uncertainties include, fluctuations in our revenues and operating income, our ability to promptly correct the issues raised in the warning letter and Form 483 observations received from the FDA, our ability to successfully develop and commercialize pharmaceutical products in a timely manner, reductions or loss of business with any significant customer, the impact of consolidation of our customer base, the impact of competition, the substantial portion of our total revenues derived from sales of a limited number of products, our ability to sustain profitability and positive cash flows, any delays or unanticipated expenses in connection with the operation of our manufacturing facilities , the effect of foreign economic, political, legal and other risks on our operations abroad, the uncertainty of patent litigation and other legal proceedings , the increased government scrutiny on our agreements with brand pharmaceutical companies, product development risks and the difficulty of predicting FDA filings and approvals , consumer acceptance and demand for new pharmaceutical products, the impact of market perceptions of us and the safety and quality of our products, our determinations to discontinue the manufacture and distribution of certain products , our ability to achieve returns on our investments in research and development activities, our inexperience in conducting clinical trials and submitting new drug applications, our ability to successfully conduct clinical trials, our reliance on third parties to conduct clinical trials and testing, our lack of a license partner for commercialization of IPX066 outside of the United States, the impact of illegal distribution and sale by third parties of counterfeits or stolen products, the availability of raw materials and impact of interruptions in our supply chain, our policies regarding returns, rebates, allowances and chargebacks, the use of controlled substances in our products, the effect of current economic conditions on our industry, business, results of operations and financial condition , disruptions or failures in our information technology systems and network infrastructure, our reliance on alliance and collaboration agreements, our reliance on licenses to proprietary technologies, our dependence on certain employees, our ability to comply with legal and regulatory requirements governing the healthcare industry, the regulatory environment, our ability to protect our intellectual property, exposure to product liability claims, risks relating to goodwill and intangibles, changes in tax regulations, our ability to manage our growth, including through potential acquisitions, the restrictions imposed by our credit facility, uncertainties involved in the preparation of our financial statements, our ability to maintain an effective system of internal control over financial reporting, the effect of terrorist attacks on our business, the location of our manufacturing and research and development facilities near earthquake fault lines, expansion of social media platforms and other risks described herein and in our Annual Report on Form 10-K for the year ended December 31, 2013. You should not place undue reliance on forward-looking statements. Such statements speak only as to the date on which they are made, and we undertake no obligation to update or revise any forward-looking statement, regardless of future developments or availability of new information, except to the extent required by applicable law.

RYTARY™ is a trademark of Impax Laboratories, Inc. Other names are for informational purposes only and are used to identify companies and products and may be trademarks of their respective owners.

Overview

We are a technology based, specialty pharmaceutical company applying formulation and development expertise, as well as our drug delivery technology, to the development, manufacture and marketing of controlled-release and niche generics, in addition to the development of branded products. We operate in two segments, referred to as the "Global Pharmaceuticals Division" or "Global Division" and the "Impax Pharmaceuticals Division" or "Impax Division." The Global Division concentrates its efforts on the development, manufacture, sale and distribution of our generic products, which are the pharmaceutical and therapeutic equivalents of brand-name drug products and are usually marketed under their established nonproprietary drug names rather than by a brand name. Our Impax Division is currently focused on the development of proprietary brand pharmaceutical products that we believe represent improvements to already-approved pharmaceutical products addressing central nervous system ("CNS") disorders. The Impax Division is also engaged in the sale and distribution of Zomig ® (zolmitriptan) products, indicated for the treatment of migraine headaches, under the terms of a Distribution, License, Development and Supply Agreement ("AZ Agreement") with AstraZeneca UK Limited ("AstraZeneca") in the United States and in certain United States territories. Each of the Global Division and the Impax Division also generates revenue from research and development services provided to unrelated third-party pharmaceutical entities.

We plan to continue to expand our Global Division through targeted ANDAs and a first-to-file and first-to-market strategy and to continue to evaluate and pursue external growth initiatives, including acquisitions and partnerships. We focus our efforts on developing, manufacturing, selling and distributing controlled-release generic versions of selected brand-name pharmaceuticals covering a broad range of therapeutic areas and having technically challenging drug-delivery mechanisms or unique product formulations. We employ our technologies and formulation expertise to develop generic products that reproduce brand-name products' physiological characteristics but do not infringe any valid patents relating to such brand-name products. Generic products contain the same active ingredient and are of the same route of administration, dosage form, strength and indication(s) as brand-name products already approved for use in the United States by the FDA. We generally focus our generic product development on brand-name products as to which the patents covering the active pharmaceutical ingredient have expired or are near expiration, and we employ our proprietary formulation expertise to develop controlled-release technologies that do not infringe patents covering the brand-name products' controlled-release technologies. We also develop, manufacture, sell and distribute specialty generic pharmaceuticals that we believe present one or more competitive advantages, such as difficulty in raw materials sourcing, complex formulation or development characteristics or special handling requirements. Our Global Division also generates revenues from research and development services provided under a joint development agreement with an unrelated third-party pharmaceutical entity. In addition to our focus on solid oral dosage products, we have expanded our generic pharmaceutical products portfolio to include alternative dosage form products, primarily through alliance and collaboration agreements with third parties, such as our development, supply and distribution agreement with TOLMAR, Inc. ("Tolmar") pursuant to which we received an exclusive license to commercialize up to 11 generic topical prescription drug products, including ten currently approved products and one product pending at the FDA, in the United States and its territories.

We sell and distribute generic pharmaceutical products primarily through four sales channels:

- the *"Global Product" sales channel* : generic pharmaceutical prescription products we sell directly to wholesalers, large retail drug chains and others;

- the *"Private Label" sales channel* : generic pharmaceutical over-the-counter ("OTC") and prescription products we sell to unrelated third parties who in turn sell the product under their own label;

- the *"Rx Partner" sales channel* : generic prescription products sold through unrelated third-party pharmaceutical entities pursuant to alliance and collaboration agreements; and

- the *"OTC Partner" sales channel* : sales of generic pharmaceutical OTC products sold through unrelated third-party pharmaceutical entities pursuant to alliance, collaboration and supply agreements.

As of August 1, 2014, we marketed 97 generic pharmaceutical products representing dosage variations of 30 different pharmaceutical compounds through our Global Division, and five other generic pharmaceutical products, representing dosage variations of two different pharmaceutical compounds, through our alliance and collaboration agreement partners. As of August 1, 2014, our marketed generic products included, but were not limited to, authorized generic Adderall XR®, fenofibrate (generic to Lofibra®) and authorized generic Renvela®.

The Impax Division is focused on developing proprietary branded pharmaceuticals products for the treatment of CNS disorders, which include migraine, multiple sclerosis and Parkinson's disease, and the promotion and sale of branded pharmaceutical products through our specialty sales force. We believe that we have the research, development and formulation expertise to develop branded products that will deliver significant improvements over existing therapies.

Our branded pharmaceutical product portfolio consists of commercial CNS products and development stage projects. In February 2012, we licensed from AstraZeneca the exclusive U.S. commercial rights to Zomig ® (zolmitriptan) tablet, orally disintegrating tablet and nasal spray formulations pursuant to the terms of the AZ Agreement and began sales of the Zomig® products under our label during the year ended December 31, 2012 through our specialty sales force. As part of the AZ Agreement, we also have non-exclusive rights to develop new products containing zolmitriptan and to exclusively commercialize these products in the United States in connection with the Zomig ® brand. With the addition of Zomig ® to the promotional product portfolio, we increased our specialty sales team during 2012. In May 2013, our exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and we launched authorized generic versions of those products in the United States.

In the development of our pipeline products, we apply formulation and development expertise to develop differentiated, modified, or controlled-release versions of drug substances that are currently marketed either in the United States or outside the United States . We currently have one late-stage branded pharmaceutical product candidate which we are developing internally, RYTARY™ (IPX066) for the treatment of symptomatic Parkinson's disease, for which an NDA was accepted for filing by the FDA in February 2012. In January 2013, the FDA issued a Complete Response Letter regarding the NDA for RYTARY™ . A Complete Response Letter is issued by the FDA's Center for Drug Evaluation and Research when the review cycle for a pharmaceutical product candidate is complete and the application is not yet ready for approval. In the Complete Response Letter, the FDA indicated that it required a satisfactory re-inspection of our Hayward manufacturing facility as a result of the warning letter issued to us in May 2011 before the NDA may be approved by the FDA due to the facility's involvement in the development of RYTARY™ and supportive manufacturing and distribution activities. During the assessment of the NDA, we withdrew our Hayward site as an alternative site of commercial production at launch for RYTARY™. In April 2014, after discussions with the FDA, we resubmitted an NDA for RYTARY™. The NDA was accepted for filing by the FDA in April 2014 and the FDA informed us that the Prescription Drug User Fee Act ("PDUFA") date is October 9, 2014. We have also initiated the preparation of required documents for a European Market Authorization Application filing for RYTARY™, currently targeted for filing during the second half of 2014. We have a number of other product candidates that are in varying stages of development and currently intend to expand our portfolio of branded pharmaceutical products through internal development and through licensing and acquisition.

We have entered into several alliance and collaboration agreements with respect to certain of our products and services and may enter into similar agreements in the future. These agreements typically obligate us to deliver multiple goods and/or services over extended periods. Such deliverables include manufactured pharmaceutical products, exclusive and semi-exclusive marketing rights, distribution licenses, and research and development services. Our alliance and collaboration agreements often include milestones and provide for milestone payments upon achievement of these milestones. For more information about the types of milestone events in our agreements and how we categorize them, see "Item 1. Financial Statements — Note 12 to Interim Consolidated Financial Statements."

We are dependent on third-party pharmaceutical companies to supply us with some of our products and have experienced some disruptions in supply of certain of such products. For instance, pursuant to a license and distribution agreement, we are dependent on a third-party pharmaceutical company to supply us with our authorized generic Adderall XR ® , which we market and sell. We experienced disruptions related to the supply of our authorized generic Adderall XR ® from this third-party pharmaceutical company and in late 2010, we filed suit against the third-party supplier for breach of contract and other related claims due to a failure to fill our orders as required by the license and distribution agreement. We entered into a settlement agreement and an amended and restated license and distribution agreement with the third-party supplier in February 2013. If we suffer supply disruptions related to our products, including disruptions related to our authorized generic Adderall XR® product in the future, our revenues and relationships with our customers may be materially adversely affected.

Quality Control

In late May 2011, we received a warning letter from the FDA related to an on-site FDA inspection of our Hayward, California manufacturing facility citing deviations from current Good Manufacturing Practices (cGMP), which are extensive regulations governing manufacturing practices for finished pharmaceutical products and which establish requirements for manufacturing processes, stability testing, record keeping and quality standards and controls. The FDA observations set forth in the warning letter related to sampling and testing of in-process materials and drug products, production record review, and our process for investigating the failure of certain manufacturing batches (or portions of batches) to meet specifications.

During the quarters ended March 31, 2012 and March 31, 2013, the FDA conducted inspections of our Hayward manufacturing facility and at the conclusion of each inspection, we received a Form 483. The Form 483 issued during the quarter ended March 31, 2012 contained observations primarily relating to our Quality Control Laboratory and the Form 483 issued during the quarter ended March 31, 2013 contained several observations pertaining to the operations of the Hayward facility, three of which were designated by the FDA as repeat observations from inspections that occurred prior to the warning letter. We provided the FDA with what we believe to be our complete written responses relating to the observations in the warning letter and the Form 483 issued in 2012. In connection with the Form 483 issued in 2013, we provided our written response to the FDA during the first quarter ended March 31, 2013 and continue to provide the FDA with updates. In late October 2013, at the FDA's request, we participated in a regulatory meeting with representatives of the FDA to provide additional information and clarifications on our response and updates related to the Form 483 issued in 2013. The FDA performed a re-inspection of our Hayward manufacturing facility during June and July 2014. At the conclusion of the re-inspection, the FDA issued a Form 483 with seven inspectional observations, two of which were designated by the FDA as repeat observations from the inspection that occurred in 2013. To date, we have not been informed by the FDA as to whether a satisfactory re-inspection of our Hayward manufacturing facility will be required to close out the warning letter and resolve the 2014 Form 483 observations on our Hayward manufacturing facility.

In July 2014, the FDA conducted an inspection of our Taiwan manufacturing facility and at the conclusion of the inspection, we received a Form 483 with ten observations. The FDA did not provide any status or classification to either the Form 483 observations on our Hayward or Taiwan manufacturing facilities and, pursuant to its established regulatory process, will wait until they have received and reviewed our responses to classify those inspections. We also have not been informed by the FDA of the impact the Form 483s will have on RYTARY's PDUFA review date of October 9, 2014.

To date, the FDA has not notified us of any additional enforcement actions at either the Hayward or Taiwan manufacturing facilities; however, no assurance can be given as to whether the FDA will take any further actions. We are currently working on our response and updates to the Form 483s and we intend to continue to provide updates to the agency. We are currently cooperating with the FDA to close out the warning letter and resolve the Form 483 observations. The warning letter and Form 483 observations do not currently place restrictions on our ability to manufacture and ship our existing products.

We have taken a number of steps to review our quality control and manufacturing systems and standards and are working with third-party experts to assist us with our review and in enhancing such systems and standards. This work is ongoing and we are committed to improving our quality control and manufacturing practices. We cannot be assured, however, that the FDA will be satisfied with our corrective actions and as such, we cannot be assured of when the warning letter will be closed out. Unless and until the warning letter is closed out and the Form 483 observations resolved, it is possible we may be subject to additional regulatory action by the FDA as a result of current or future FDA observations, including, among others, monetary sanctions or penalties, product recalls or seizure, injunctions, total or partial suspension of production and/or distribution, and suspension or withdrawal of regulatory approvals. Additionally, the FDA has withheld and may continue to withhold approval of pending drug applications listing our Hayward, California facility as a manufacturing location of finished dosage forms until the warning letter is closed out and the Form 483 observations on our Hayward facility are resolved. Further, other federal agencies, our customers and partners in our alliance, development, collaboration and other partnership agreements with respect to our products and services may take the warning letter and Form 483 observations into account when considering the award of contracts or the continuation or extension of such partnership agreements. If we are unable promptly to correct the issues raised in the warning letter and Form 483 observations, our business, consolidated results of operations and consolidated financial condition could be materially and adversely affected.

Critical Accounting Estimates

The preparation of our consolidated financial statements in accordance with accounting principles generally accepted in the United States ("GAAP") and the rules and regulations of the U.S. Securities & Exchange Commission ("SEC") require the use of estimates and assumptions, based on complex judgments considered reasonable, and affect the reported amounts of assets and liabilities and disclosure of contingent assets and contingent liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant judgments are employed in estimates used in determining values of tangible and intangible assets, legal contingencies, tax assets and tax liabilities, fair value of share-based compensation related to equity incentive awards issued to employees and directors, and estimates used in applying the Company's revenue recognition policy including those related to accrued chargebacks, rebates, distribution service fees, product returns, Medicare, Medicaid, and other government rebate programs, shelf-stock adjustments, and the timing and amount of deferred and recognized revenue and deferred and amortized manufacturing costs under the Company's several alliance and collaboration agreements. Actual results may differ from estimated results. Certain prior year amounts have been reclassified to conform to the current year presentation.

Although we believe our estimates and assumptions are reasonable when made, they are based upon information available to us at the time they are made. We periodically review the factors having an influence on our estimates and, if necessary, adjust such estimates. Although historically our estimates have generally been reasonably accurate, due to the risks and uncertainties involved in our business and evolving market conditions, and given the subjective element of the estimates made, actual results may differ from estimated results. This possibility may be greater than normal during times of pronounced economic volatility.

Global Product sales, net, and Impax Product sales, net. We recognize revenue from direct sales in accordance with SEC Staff Accounting Bulletin No. 104, Topic 13 "Revenue Recognition" ("SAB 104"). We recognize revenue from direct product sales at the time title and risk of loss pass to customers, which is generally when product is received by the customer. We establish accrued provisions for estimated chargebacks, rebates, distribution service fees, product returns, shelf-stock and other pricing adjustments in the period we record the related sales.

Consistent with industry practice, we record an accrued provision for estimated deductions for chargebacks, rebates, distribution service fees, product returns, Medicare, Medicaid, and other government rebate programs, shelf-stock adjustments, and other pricing adjustments, in the same period when we recognize revenue. The objective of recording provisions for these deductions at the time of sale is to provide a reasonable estimate of the aggregate amount we expect to ultimately credit our customers. Since arrangements giving rise to the various sales credits are typically time driven (i.e. particular promotions entitling customers who make purchases of our products during a specific period of time to certain levels of rebates or chargebacks), these deductions represent important reductions of the amounts those customers would otherwise owe us for their purchases of those products. Customers typically process their claims for deductions in a reasonably timely manner, usually within the established payment terms. We monitor actual credit memos issued to our customers and compare actual amounts to the estimated provisions, in the aggregate, for each deduction category to assess the reasonableness of the various reserves at each quarterly balance sheet date. Differences between our estimated provisions and actual credits issued have not been significant, and are accounted for in the current period as a change in estimate in accordance with GAAP. We do not have the ability to specifically link any particular sales credit to an exact sales transaction and since there have been no material differences, we believe our systems and procedures are adequate for managing our business. An event such as the failure to report a particular promotion could result in a significant difference between the estimated amount accrued and the actual amount claimed by the customer, and, while there have been none to date, we would evaluate the particular events and factors giving rise to any such significant difference in determining the appropriate accounting.

Chargebacks. We have agreements establishing contract prices for specified products with some of our indirect customers, such as managed care organizations, hospitals, and government agencies who purchase our products from drug wholesalers. The contract prices are lower than the prices the customer would otherwise pay to the wholesaler, and the difference is referred to as a chargeback, which generally takes the form of a credit memo issued by us to reduce the gross sales amount we invoiced to our wholesaler customer. We recognize an estimated accrued provision for chargeback deductions at the time we ship the products to our wholesaler customers. The primary factors we consider when estimating the accrued provision for chargebacks are the average historical chargeback credits given, the mix of products shipped, and the amount of inventory on hand at the major drug wholesalers with whom we do business. We monitor aggregate actual chargebacks granted and compare them to the estimated accrued provision for chargebacks to assess the reasonableness of the chargeback reserve at each quarterly balance sheet date. The following table is a roll-forward of the activity in the chargeback reserve for the six months ended June 30, 2014 and the year ended December 31, 2013:

	June 30, 2014	December 31, 2013
	($ in 000's)	
Chargeback reserve		
Beginning balance	$ 37,066	$ 18,410
Provision recorded during the period	224,569	389,707
Credits issued during the period	(229,955)	(371,051)
Ending balance	$ 31,680	$ 37,066
Provision as a percent of gross product sales	33%	34%

As noted in the table above, the provision for chargebacks, as a percent of gross product sales, remained flat during the six month period ended June 30, 2014, as compared to the year ended December 31, 2013 .

Rebates. In an effort to maintain a competitive position in the marketplace and to promote sales and customer loyalty, we maintain various rebate programs with our customers to whom we market our products through our Global Division Global Products sales channel. The rebates generally take the form of a credit memo to reduce the invoiced gross sales amount charged to a customer for products shipped. We recognize an estimated accrued provision for rebate deductions at the time of product shipment. The primary factors we consider when estimating the provision for rebates are the average historical experience of aggregate credits issued, the mix of products shipped and the historical relationship of rebates as a percentage of total gross product sales, the contract terms and conditions of the various rebate programs in effect at the time of shipment, and the amount of inventory on hand at the major drug wholesalers with which we do business. We also monitor aggregate actual rebates granted and compare them to the estimated aggregate provision for rebates to assess the reasonableness of the aggregate rebate reserve at each quarterly balance sheet date. The following table is a roll-forward of the activity in the rebate reserve for the six months ended June 30, 2014 and the year ended December 31, 2013:

	June 30, 2014	December 31, 2013
	($ in 000's)	
Rebate reserve		
Beginning balance	$ 88,449	$ 46,011
Provision recorded during the period	128,141	193,288
Credits issued during the period	(133,170)	(150,850)
Ending balance	$ 83,420	$ 88,449
Provision as a percent of gross product sales	19%	17%

As noted in the table above, the provision for rebates, as a percent of gross product sales, increased from 17% during the year ended December 31, 2013 to 19% during the six months ended June 30, 2014 as a result of product sales mix, as well as the impact of additional rebates resulting from the recent formation of a new alliance between a major wholesaler and major retailer.

Returns. We allow our customers to return product (i) if approved by authorized personnel in writing or by telephone with the lot number and expiration date accompanying any request and (ii) if such products are returned within six months prior to, or until twelve months following, the products' expiration date. We estimate and recognize an accrued provision for product returns as a percentage of gross sales based upon historical experience of product sales. We estimate the product return reserve using a historical lag period, which is the time between when the product is sold and when it is ultimately returned, and return rates, adjusted by estimates of the future return rates based on various assumptions, which may include changes to internal policies and procedures, changes in business practices, and commercial terms with customers, competitive position of each product, amount of inventory in the wholesaler supply chain, the introduction of new products and changes in market sales information. We also consider other factors, including significant market changes which may impact future expected returns, and actual product returns. We monitor aggregate actual product returns on a quarterly basis and we may record specific provisions for product returns we believe are not covered by historical percentages. The following table is a roll-forward of the activity in the product returns reserve for the six months ended June 30, 2014 and the year ended December 31, 2013:

	June 30, 2014	December 31, 2013
	($ in 000's)	
Returns reserve		
Beginning balance	$ 28,089	$ 23,440
Provision related to sales recorded in the period	6,831	11,015
Credits issued during the period	(5,103)	(6,366)
Ending balance	$ 29,817	$ 28,089
Provision as a percent of gross product sales	1.0%	1.0%

As noted in the table above, the provision for returns as a percent of gross product sales remained flat during the six month period ended June 30, 2014, as compared to the year ended December 31, 2013.

Medicaid and Other Government Pricing Programs. As required by law, we provide a rebate payment on drugs dispensed under the Medicaid, Medicare Part D, TRICARE, and other U.S. government pricing programs. We determine our estimate of the accrued rebate reserve for government programs primarily based on historical experience of claims submitted by the various states, and other jurisdictions, and any new information regarding changes in the pricing programs which may impact our estimate of rebates. In determining the appropriate accrual amount, we consider historical payment rates and processing lag for outstanding claims and payments. We record estimates for government rebate payments as a deduction from gross sales, with corresponding adjustments to accrued liabilities. The accrual for payments under government pricing programs totaled $19,882,000 and $23,351,000 as of June 30, 2014 and December 31, 2013, respectively.

Shelf-Stock Adjustments. Based upon competitive market conditions, we may reduce the selling price of some of our products to customers for certain future product shipments. We may issue a credit against the sales amount to a customer based upon their remaining inventory of the product in question, provided the customer agrees to continue to make future purchases of product from us. This type of customer credit is referred to as a shelf-stock adjustment, which is the difference between the sales price and the revised lower sales price, multiplied by an estimate of the number of product units on hand at a given date. Decreases in selling prices are discretionary decisions made by us in response to market conditions, including estimated launch dates of competing products and estimated declines in market price. The accrued reserve for shelf-stock adjustments totaled $1,984,000 and $774,000 as of June 30, 2014 and December 31, 2013, respectively.

Estimated Lives of Alliance and Collaboration Agreements. The revenue we receive under our alliance and collaboration agreements is not subject to adjustment for estimated chargebacks, rebates, product returns and other pricing adjustments as such adjustments are included in the amounts we receive from our alliance partners. However, because we may defer revenue we receive under our alliance agreements, and recognize it over the estimated life of the related agreement, or our expected period of performance, we are required to estimate the recognition period under each such agreement in order to determine the amount of revenue to be recognized in each period. Sometimes this estimate is based on the fixed term of the particular alliance agreement. In other cases the estimate may be based on more subjective factors as noted in the following paragraph . While changes to the estimated recognition periods have been infrequent, such changes, should they occur, may have a significant impact on our consolidated financial statements.

As an illustration, the consideration received from the provision of research and development services under the Joint Development Agreement with Valeant Pharmaceuticals International, Inc., formerly Medicis Pharmaceutical Corporation ("Valeant Agreement"), including the upfront fee and milestone payments received before January 1, 2011, have been initially deferred and are being recognized as revenue on a straight-line basis over our expected period of performance to provide research and development services under the Valeant Agreement. The completion of the final deliverable under the Valeant Agreement represents the end of our estimated expected period of performance, as we will have no further contractual obligation to perform research and development services under the Valeant Agreement, and therefore the earnings process will be complete. The expected period of performance was initially estimated to be a 48 month period, starting in December 2008, upon receipt of the $40.0 million upfront payment, and ending in November 2012. During the year ended December 31, 2012, we extended the end of the revenue recognition period for the Valeant Agreement from November 2012 to November 2013 and during the three month period ended March 31, 2013, we further extended the end of the revenue recognition period for the agreement from November 2013 to December 2014 due to changes in the estimated timing of completion of certain research and development activities under the agreement. This change in estimate was made on a prospective basis and resulted in a reduced quarterly amount of revenue recognized in 2013 and the first half of 2014, as compared to prior year quarters, and a reduced periodic amount of revenue to be recognized in future periods. If there are additional changes in the estimated timing of the completion of the final deliverable under the Valeant Agreement, the revenue recognition period will change on a prospective basis at such time the event occurs. If we were to further extend the revenue recognition period, the amount of revenue recognized in future periods would further reduce.

Share-Based Compensation. We recognize the grant date fair value of each option and restricted share over its vesting period. Options and restricted shares granted under the 2002 Plan typically vest over a three or four year period and have a term of ten years. We estimate the fair value of each stock option award on the grant date using the Black-Scholes-Merton option-pricing model. Expected volatility is determined based on historical volatility of our common stock. We base the expected term calculation on the "simplified" method described in SAB No. 107, Share-Based Payment, and SAB No. 110, Share-Based Payment, because it provides a reasonable estimate in comparison to our actual experience. We base the risk-free interest rate on the U.S. Treasury yield in effect at the time of grant for an instrument with a maturity that is commensurate with the expected term of the stock options. The dividend yield is zero as we have never paid cash dividends on our common stock and have no present intention to pay cash dividends.

Income Taxes. We are subject to United States federal, state and local income taxes and Taiwan R.O.C. income taxes. We create a deferred tax asset, or a deferred tax liability, when we have temporary differences between the financial statement carrying values (GAAP) and the tax bases of our assets and liabilities.

We calculate our interim income tax provision in accordance with FASB ASC Topics 270 and 740. At the end of each interim period, we make an estimate of the annual U.S. domestic and foreign jurisdictions' expected effective tax rates and apply these rates to their respective year-to-date taxable income or loss. The computation of the annual estimated effective tax rates at each interim period requires certain estimates and assumptions including, but not limited to, the expected operating income for the year, projections of the proportion of income (or loss) earned and taxed in the United States, and the various state and local tax jurisdictions, as well as tax jurisdictions outside the United States, along with permanent differences, and the likelihood of deferred tax asset utilization. The accounting estimates used to compute the provision for income taxes may change as new events occur, more experience is acquired, or additional information is obtained. The computation of the annual estimated effective tax rate includes modifications, which were projected for the year, for share-based compensation charges and state research and development credits, among others. In addition, we recognize the effect of changes in enacted tax laws, rates, or tax status in the interim period in which the respective change occurs.

Contingencies. In the normal course of business, we are subject to loss contingencies, such as legal proceedings and claims arising out of our business, covering a wide range of matters, including, among others, patent litigation, shareholder lawsuits, and product and clinical trial liability. In accordance with FASB ASC Topic 450 - Contingencies, we record accrued loss contingencies when it is probable a liability will be incurred and the amount of loss can be reasonably estimated and we do not recognize gain contingencies until realized.

Goodwill. In accordance with FASB ASC Topic 350, "Goodwill and Other Intangibles," rather than recording periodic amortization of goodwill, goodwill is subject to an annual assessment for impairment by applying a fair-value-based test. Under FASB ASC Topic 350, if the fair value of the reporting unit exceeds the reporting unit's carrying value, including goodwill, then goodwill is considered not impaired, making further analysis not required. We consider each of our Global Division and Impax Division operating segments to be a reporting unit, as this is the lowest level for each of which discrete financial information is available. We attribute the entire carrying amount of goodwill to the Global Division. We concluded the carrying value of goodwill was not impaired as of December 31, 2013, as the fair value of the Global Division exceeded its carrying value. We perform our annual goodwill impairment test in the fourth quarter of each year. We estimate the fair value of the Global Division using a discounted cash flow model for both the reporting unit and the enterprise, as well as earnings and revenue multiples per common share outstanding for enterprise fair value. In addition, on a quarterly basis, we perform a review of our business operations to determine whether events or changes in circumstances have occurred that could have a material adverse effect on the estimated fair value of the reporting unit, and thus indicate a potential impairment of the goodwill carrying value. If such events or changes in circumstances were deemed to have occurred, we would perform an interim impairment analysis, which may include the preparation of a discounted cash flow model, or consultation with one or more valuation specialists, to analyze the impact, if any, on our assessment of the reporting unit's fair value. To date, we have not deemed there to be any significant adverse changes in the legal, regulatory or business environment in which we conduct our operations.

Results of Operations
Three Months Ended June 30, 2014 Compared to the Three Months Ended June 30, 2013

Overview:

The following table sets forth our summarized, consolidated results of operations for the three month periods ended June 30, 2014 and 2013:

(in $000's)	Three Months Ended June 30 , 2014 (unaudited)	Three Months Ended June 30 , 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Total revenues	$ 188,121	$ 129,631	$ 58,490	45%
Gross profit	109,772	58,887	50,885	86%
Income from operations	53,936	5,768	48,168	nm
Income before income taxes	54,425	9,035	45,390	nm
Provision for income taxes	19,354	3,416	15,938	nm
Net income	$ 35,071	$ 5,619	$ 29,452	nm

**nm-not meaningful*

Total revenues for the three month period ended June 30, 2014 increased $58.5 million, or 45%, as compared to the same period in 2013. New product launches increased revenues during the three month period ended June 30, 2014 by $61.5 million, or 47%, compared to the prior year period, primarily related to sales of our authorized generic Renvela® tablets and authorized generic Trilipix® delayed release capsules, in addition to generic Solaraze®. Decreased product volumes (excluding new product launches) decreased revenues during the three month period ended June 30, 2014 by $3.6 million, or 3%, compared to the prior year period, while selling price and product mix increased revenues by $0.5 million, or 0.4%, compared to the prior year period. Revenues from our Global Division increased $82.4 million during the three month period ended June 30, 2014, as compared to the prior year period, driven primarily by sales of our authorized generic Renvela® tablets and Trilipix® delayed release capsules, in addition to our Digoxin and generic Solaraze® products. Revenues from our Impax Division decreased $23.9 million in the three month period ended June 30, 2014 as compared to the same period in 2013, as a result of a decline in sales of our Impax-labeled branded Zomig® products. In May 2013, our exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and we launched authorized generic versions of those products in the United States.

Net income for the three month period ended June 30, 2014 was $35.1 million, an increase of $29.5 million as compared to net income of $5.6 million for the three month period ended June 30, 2013. The increase was primarily attributable to the profit earned from the launch of our authorized generic Renvela® product during the current year period .

Global Division

The following table sets forth results of operations for the Global Division for the three month periods ended June 30, 2014 and 2013:

(in $000's)	Three Months Ended June 30, 2014 (unaudited)	Three Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Revenues:				
Global Product sales, net	$ 163,961	$ 89,758	$ 74,203	83%
Rx Partner	9,204	3,668	5,536	nm
Other Revenues	3,229	539	2,690	nm
Total revenues	176,394	93,965	82,429	88%
Cost of revenues	69,872	54,727	15,145	28%
Gross profit	106,522	39,238	67,284	nm
Operating expenses:				
Research and development	10,745	9,291	1,454	16%
Patent litigation expense	1,767	4,304	(2,537)	(59)%
Selling, general and administrative	4,572	3,882	690	18%
Total operating expenses	17,084	17,477	(393)	(2)%
Income from operations	$ 89,438	$ 21,761	$ 67,677	nm

**nm-not meaningful*

Revenues

Total revenues for the Global Division for the three month period ended June 30, 2014, were $176.4 million, an increase of 88% over the same period in 2013, principally resulting from the increase in Global Product sales, net, as discussed below.

Global Product sales, net, were $164.0 million for the three month period ended June 30, 2014, an increase of 83% over the same period in 2013, primarily due to the launch of our authorized generic Renvela® tablets in the three month period ended June 30, 2014, in addition to the launch of our authorized generic Trilipix® delayed release capsules and generic Solaraze® during the second half of 2013, for which there were no comparable amounts in the prior year period, as well as higher sales of our Digoxin products. Any diminution in the consolidated revenue and/or gross profit of any of our products due to competition and/or product supply delays or disruptions or any other reasons in future periods may materially and adversely affect our consolidated results of operations in such future periods.

Rx Partner revenues were $9.2 million for the three month period ended June 30, 2014, an increase of $5.5 million from the prior year period, resulting from a profit share receipt of $3.3 million under our agreement with Perrigo Company, plc ("Perrigo") related to the launch of generic Astepro®, in addition to higher profit share earned under the Teva Agreement of $2.2 million, in each case during the three month period ended June 30, 2014, as compared to the prior year period.

Other Revenues were $3.2 million for the three month period ended June 30, 2014, with the increase of $2.7 million from the prior year period primarily resulting from the receipt of a milestone payment pursuant to our agreement with a third-party pharmaceutical company .

Cost of Revenues

Cost of revenues was $69.9 million for the three month period ended June 30, 2014, an increase of $15.1 million compared to the prior year period, primarily related to increased costs of $14.6 million associated with the higher revenue described above. In addition, there was an increase in remediation-related expenses of $4.1 million in the three month period ended June 30, 2014, as compared to the prior year period. These increases were partially offset by $2.2 million in separation costs primarily related to the reduction in force recorded in the three month period ended June 30, 2013, for which there is no comparable charge in the current year period, and $1.3 million as a result of production efficiencies during the current quarter .

Gross Profit

Gross profit for the three month period ended June 30, 2014 was $106.5 million, or approximately 60% of total revenues, as compared to $39.2 million, or approximately 42% of total revenues, in the prior year period. Gross profit in the current year period increased, on a percentage basis, when compared to gross profit in the prior year period due primarily to the favorable product contribution from higher margin products.

Research and Development Expenses

Total research and development expenses for the three month period ended June 30, 2014 were $10.7 million, an increase of 16%, as compared to $9.3 million in the prior year period. Generic research and development expenses increased by $1.5 million as compared to the prior year period primarily due to an increase in research and development project spending of $0.7 million as a result of the timing of research and development projects, in addition to increased personnel costs of $0.5 million associated with the transfer of employees from our quality improvement programs and new product management group to our research and development team, as well as higher incentive compensation costs of $0.3 million.

Patent Litigation Expenses

Patent litigation expenses for the three month period ended June 30, 2014 were $1.8 million, as compared to $4.3 million for the three month period ended June 30, 2013. The decrease in patent litigation expenses of $2.5 million compared to the prior year period was the result of legal activity related to several cases in the prior year period for which there was no corresponding activity in the current year period.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three month period ended June 30, 2014 were $4.6 million, as compared to $3.9 million for the three month period ended June 30, 2013. The increase of $0.7 million compared to the prior year period was primarily the result of an increase in selling and marketing expenses of $0.5 million, in addition to $0.2 million of higher spending on consulting fees for software system upgrades.

Impax Division

The following table sets forth results of operations for the Impax Division for the three month periods ended June 30, 2014 and 2013:

(in $000's)	Three Months Ended June 30, 2014 (unaudited)	Three Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Revenues:				
Impax Product sales, net	$ 11,460	$ 35,334	$ (23,874)	(68)%
Other Revenues	267	332	(65)	(20)%
Total revenues	11,727	35,666	(23,939)	(67)%
Cost of revenues	8,477	16,017	(7,540)	(47)%
Gross profit	3,250	19,649	(16,399)	(83)%
Operating expenses:				
Research and development	10,507	6,249	4,258	68%
Selling, general and administrative	11,734	11,836	(102)	(1)%
Total operating expenses	22,241	18,085	4,156	23%
(Loss) income from operations	$ (18,991)	$ 1,564	$ (20,555)	nm

**nm-not meaningful*

Revenues

Total revenues for the Impax Division were $11.7 million for the three month period ended June 30, 2014, a decrease of $23.9 million over the same period in the prior year, due to lower sales of our Impax-labeled branded Zomig® products which we began selling during the year ended December 31, 2012. In May 2013, our exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and we launched authorized generic versions of those products in the United States. We continue to commercialize the branded Zomig® nasal spray which has U.S. patents expiring as late as May 2021. Other Revenues for the three month period ended June 30, 2014 were $0.3 million, representing the recognition of an initial $10.0 million upfront payment we received in June 2010 under a Development and Co-Promotion Agreement with Endo Pharmaceuticals, Inc. We are currently recognizing this upfront payment as revenue on a straight-line basis over our expected period of performance during the development period, which we currently estimate to be the 103 month period ending December 2018.

Cost of Revenues

Cost of revenues was $8.5 million for the three month period ended June 30, 2014, a decrease of $7.5 million over the prior year period, commensurate with a reduction in revenues and lower amortization costs related to the loss of exclusivity on branded Zomig® tablets and orally disintegrating tablets and an increase in inventory reserves.

Gross Profit

Gross profit for the three month period ended June 30, 2014 was $3.3 million, a decrease of $16.4 million over the prior year period, commensurate with a reduction in revenues and other costs noted above.

Research and Development Expenses

Total research and development expenses for the three month period ended June 30, 2014 were $10.5 million, an increase of $4.3 million as compared to $6.2 million in the prior year period. The increase was primarily driven by an increase in research and development expenses related to our branded initiatives.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $11.7 million for the three month period ended June 30, 2014, a decrease of $0.1 million as compared to $11.8 million in the prior year period.

Corporate and Other

The following table sets forth corporate general and administrative expenses, as well as other items of income and expense presented below income or loss from operations for the three month periods ended June 30, 2014 and 2013:

	Three Months Ended			
	June 30, 2014	June 30, 2013	Increase/ (Decrease)	
(in $000's)	(unaudited)			
			$	%
General and administrative expenses	$ 16,511	$ 17,557	$ (1,046)	(6)%
Loss from operations	(16,511)	(17,557)	1,046	(6)%
Other income, net	31	2,997	(2,966)	(99)%
Interest income	365	315	50	16%
Interest expense	93	(45)	138	nm
Loss before income taxes	(16,022)	(14,290)	(1,732)	12%
Provision for income taxes	$ 19,354	$ 3,416	$ 15,938	nm

**nm-not meaningful*

General and Administrative Expenses

General and administrative expenses for the three month period ended June 30, 2014 were $16.5 million, a 6% decrease over the same period in 2013. The decrease was principally driven by lower transitional costs of $3.3 million in the three month period ended June 30, 2014 related to the resignation and appointment, respectively, of our previous and new President and Chief Executive Officer, as compared to the prior year period, partially offset by higher expenses for incentive compensation of $1.1 million, litigation of $0.9 million and information technology of $0.3 million.

Other Income, net

Other Income , net of less than $0.1 million primarily resulted from net realized exchange rate gains on foreign currency denominated transactions during the three month period ended June 30, 2014. Other Income , net of $3.0 million in the three month period ended June 30, 2013 primarily resulted from a $3.0 million gain in connection with the settlement of litigation recorded in Other Income during the three month period ended June 30, 2013 .

Interest Income

Interest income in the three month period ended June 30, 2014 was $0.4 million, and was relatively consistent with the same period in 2013.

Interest Expense

Interest expense in the three month period ended June 30, 2014 reflected income of less than $0.1 million, as compared to expense of less than $0.1 million in the same period in 2013, as a result of the release of an accrual for estimated interest related to our provision for uncertain tax positions during the three month period ended June 30, 2014.

Income Taxes

During the three month period ended June 30, 2014, we recorded an aggregate tax provision of $19.4 million for U.S. domestic income taxes and for foreign income taxes. In the three month period ended June 30, 2013, we recorded an aggregate tax provision of $3.4 million for U.S. domestic income taxes and for foreign income taxes. The increase in the tax provision resulted from higher pretax income for the three month period ended June 30, 2014 compared to the three month period ended June 30, 2013. The effective tax rate was 36% for the three month period ended June 30, 2014 and 38% for the three month period ended June 30, 2013. The decrease in the effective tax rate was primarily the result of a change in the timing and mix of U.S. and foreign income. Other contributing factors to the rate fluctuation include the exclusion of a zero-rate jurisdiction from the interim effective tax rate calculation in 2014; the expiration of the Federal Research and Experimental Credit as of December 31, 2013; and an increase in the deferred tax asset related to a state research and development tax credit carryforward in a state with indefinite carryforwards. We are closely monitoring the events and circumstances that determine the need for a valuation allowance against these credits. Should we determine the need for such a valuation allowance, it could materially and adversely affect our business, results of operations and financial condition.

Results of Operations
Six Months Ended June 30, 2014 Compared to the Six Months Ended June 30, 2013

Overview:

The following table sets forth our summarized, consolidated results of operations for the six month periods ended June 30, 2014 and 2013:

(in $000's)	Six Months Ended June 30, 2014 (unaudited)	Six Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Total revenues	$ 306,839	$ 278,120	$ 28,719	10%
Gross profit	167,394	116,759	50,635	43%
Income from operations	62,167	10,039	52,128	nm
Income before income taxes	63,055	162,755	(99,700)	(61)%
Provision for income taxes	21,559	51,694	(30,135)	(58)%
Net income	$ 41,496	$ 111,061	$ (69,565)	(63)%

**nm-not meaningful*

Total revenues for the six month period ended June 30, 2014 increased $28.7 million, or 10%, as compared to the same period in 2013. New product launches increased revenues during the six month period ended June 30, 2014 by $74.9 million, or 27%, compared to the prior year period, primarily related to sales of our authorized generic Renvela® tablets and authorized generic Trilipix® delayed release capsules, in addition to generic Solaraze®. Decreased product volumes (excluding new product launches) decreased revenues during the six month period ended June 30, 2014 by $41.9 million, or 15%, compared to the prior year period, while selling price and product mix also decreased revenues by $4.3 million, or 2%, compared to the prior year period. Revenues from our Global Division increased $89.9 million during the six month period ended June 30, 2014, as compared to the prior year period, driven primarily by sales of our authorized generic Renvela® tablets and Trilipix® delayed release capsules, in addition to higher sales of our Digoxin and generic Solaraze® products . Revenues from our Impax Division decreased $61.2 million in the six month period ended June 30, 2014 as compared to the same period in 2013, as a result of a decline in sales of our Impax-labeled branded Zomig® products. In May 2013, our exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and we launched authorized generic versions of those products in the United States.

Net income for the six month period ended June 30, 2014 was $41.5 million, a decrease of $69.6 million as compared to net income of $111.1 million for the six month period ended June 30, 2013. The decrease was primarily attributable to a $102 million gain in connection with the settlement of litigation and the June 2010 settlement and license agreement with Endo which we recorded as "Other Income" in the six month period ended June 30, 2013, as well as the receipt of a $48.0 million payment from Shire in the six month period ended June 30, 2013, in connection with the settlement of litigation. Also contributing to the decrease in net income was a decline in sales of our Impax-labeled branded Zomig® products, as discussed above , that was partially offset by increased Global sales on several of our higher margin products.

Global Division

The following table sets forth results of operations for the Global Division for the six month periods ended June 30, 2014 and 2013:

(in $000's)	Six Months Ended June 30, 2014 (unaudited)	Six Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Revenues:				
Global Product sales, net	$ 270,078	$ 187,563	$ 82,515	44%
Rx Partner	11,639	6,781	4,858	72%
Other Revenues	3,817	1,258	2,559	nm
Total revenues	285,534	195,602	89,932	46%
Cost of revenues	126,894	116,171	10,723	9%
Gross profit	158,640	79,431	79,209	100%
Operating expenses:				
Research and development	21,962	21,002	960	5%
Patent litigation expense	3,940	8,582	(4,642)	(54)%
Selling, general and administrative	6,955	8,926	(1,971)	(22)%
Total operating expenses	32,857	38,510	(5,653)	(15)%
Income from operations	$ 125,783	$ 40,921	$ 84,862	nm

**nm-not meaningful*

Revenues

Total revenues for the Global Division for the six month period ended June 30, 2014, were $285.5 million, an increase of 46% over the same period in 2013, principally resulting from the increase in Global Product sales, net, as discussed below.

Global Product sales, net, were $270.1 million for the six month period ended June 30, 2014, an increase of $82.5 million over the same period in 2013, primarily due to sales of our authorized generic Renvela® tablets launched during the three month period ended June 30, 2014, in addition to the launch of our authorized generic Trilipix® delayed release capsules and generic Solaraze® during the second half of 2013, for which there were no comparable amounts in the prior year period, as well higher sales of our Digoxin products. Any diminution in the consolidated revenue and/or gross profit of any of our products, due to competition and/or product supply delays or disruptions or any other reasons in future periods may materially and adversely affect our consolidated results of operations in such future periods.

Rx Partner revenues were $11.6 million for the six month period ended June 30, 2014, an increase of $4.8 million from the prior year period, resulting from the receipt of a $3.3 million profit share payment pursuant to our agreement with Perrigo , related to the launch of generic Astepro®, in addition to higher profit share revenue of $2.5 million earned under the Teva Agreement, partially offset by lower product volume during the six month period ended June 30, 2014, as compared to the prior year period .

Other Revenues were $3.8 million for the six month period ended June 30, 2014, with the increase of $2.5 million from the prior year period primarily resulting from the receipt of a milestone payment pursuant to our agreement with a third-party pharmaceutical company, in addition to higher volumes on our product marketed under our OTC Partner alliance agreement with Pfizer during the six month period ended June 30, 2014, as compared to the prior year period .

Cost of Revenues

Cost of revenues was $126.9 million for the six month period ended June 30, 2014, an increase of $10.7 million compared to the prior year period, primarily related to increased costs of $14.9 million associated with the higher revenue described above. In addition, there was an increase in remediation-related expenses of $10.7 million in the six month period ended June 30, 2014, as compared to the prior year period. These increases were partially offset by a decrease of $13.0 million for inventory reserves for products we discontinued and other reserves for pre-launch inventory recorded in the six month period ended June 30, 2013, due to delays caused by the warning letter related to our Hayward, California manufacturing facility, for which there were no comparable charges in the current period, as well as a decline of $1.6 million in separation costs primarily related to the reduction in force recorded in the six month period ended June 30, 2013 .

Gross Profit

Gross profit for the six month period ended June 30, 2014 was $158.6 million, or approximately 56% of total revenues, as compared to $79.4 million, or approximately 41% of total revenues, in the prior year period. Gross profit in the current year period increased, on a percentage basis, when compared to gross profit in the prior year period due primarily to the favorable product contribution from higher margin products and lower COGS variances described above.

Research and Development Expenses

Total research and development expenses for the six month period ended June 30, 2014 were $22.0 million, an increase of $1.0 million, as compared to $21.0 million in the prior year period. Generic research and development expenses increased by $1.0 million as compared to the prior year period primarily due to a $2.3 million increase in research and development project activities, partially offset by a $2.0 million milestone payment made to a research and development partner in the six month period ended June 30, 2013 that was not present in the current period. Additionally , there were increased personnel costs of $0.5 million related to the transfer of employees from our quality improvement programs and new product management group to our research and development team .

Patent Litigation Expenses

Patent litigation expenses for the six month period ended June 30, 2014 were $3.9 million, as compared to $8.6 million for the six month period ended June 30, 2013. The decrease in patent litigation expenses of $4.7 million compared to the prior year period was the result of legal activity related to several cases in the prior year period for which there was no corresponding activity in the present period .

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the six month period ended June 30, 2014 were $6.9 million, as compared to $8.9 million for the six month period ended June 30, 2013. The decrease of $2.0 million compared to the prior year period was primarily the result of a reduction in selling and marketing expenses .

Impax Division

The following table sets forth results of operations for the Impax Division for the six month periods ended June 30, 2014 and 2013:

(in $000's)	Six Months Ended June 30, 2014 (unaudited)	Six Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
Revenues:				
Impax Product sales, net	$ 20,769	$ 81,855	$ (61,086)	(75)%
Other Revenues	536	663	(127)	(19)%
Total revenues	21,305	82,518	(61,213)	(74)%
Cost of revenues	12,551	45,190	(32,639)	(72)%
Gross profit	8,754	37,328	(28,574)	(77)%
Operating expenses:				
Research and development	21,031	14,143	6,888	49%
Selling, general and administrative	20,955	24,599	(3,644)	(15)%
Total operating expenses	41,986	38,742	3,244	8%
Loss from operations	$ (33,232)	$ (1,414)	$ (31,818)	nm

**nm-not meaningful*

Revenues

Total revenues for the Impax Division were $21.3 million for the six month period ended June 30, 2014, a decrease of $61.2 million over the same period in the prior year, due to lower sales of our Impax-labeled branded Zomig® products which we began selling during the year ended December 31, 2012. In May 2013, our exclusivity period for branded Zomig® tablets and orally disintegrating tablets expired and we launched authorized generic versions of those products in the United States. We continue to commercialize the branded Zomig® nasal spray which has U.S. patents expiring as late as May 2021. Other Revenues for the six month period ended June 30, 2014 were $0.5 million, representing the recognition of an initial $10.0 million upfront payment we received in June 2010 under a Development and Co-Promotion Agreement with Endo Pharmaceuticals, Inc. We are currently recognizing this upfront payment as revenue on a straight-line basis over our expected period of performance during the development period, which we currently estimate to be the 103 month period ending December 2018.

Cost of Revenues

Cost of revenues was $12.6 million for the six month period ended June 30, 2014, a decrease of $32.6 million over the prior year period, commensurate with a reduction in revenues and lower amortization costs related to the loss of exclusivity on branded Zomig® tablets and orally disintegrating tablets.

Gross Profit

Gross profit for the six month period ended June 30, 2014 was $8.8 million, a decrease of $28.6 million over the prior year period, commensurate with a reduction in revenues and other costs noted above.

Research and Development Expenses

Total research and development expenses for the six month period ended June 30, 2014 were $21.0 million, an increase of $6.9 million as compared to $14.1 million in the prior year period. The increase was primarily driven by a $2.0 million upfront fee paid to DURECT Corporation ("Durect") under an agreement to acquire the exclusive worldwide rights to develop and commercialize Durect's investigational transdermal bupivacaine patch for the treatment of pain associated with PHN, referred to as IPX239, and an increase in research and development expenses related to our branded initiatives.

Selling, General and Administrative Expenses

Selling, general and administrative expenses were $21.0 million for the six month period ended June 30, 2014, a decrease of $3.6 million as compared to $24.6 million in the prior year period. The decrease was primarily driven by a $1.9 million reduction in sales force expenses due to a reduction in force and a $1.9 million reduction in advertising and promotion expenses for Zomig® due to loss of exclusivity of branded Zomig® tablets and orally disintegrating tablets.

Corporate and Other

The following table sets forth corporate general and administrative expenses, as well as other items of income and expense presented below income or loss from operations for the six month periods ended June 30, 2014 and 2013:

(in $000's)	Six Months Ended June 30, 2014 (unaudited)	Six Months Ended June 30, 2013 (unaudited)	Increase/ (Decrease) $	Increase/ (Decrease) %
General and administrative expenses	$ 30,384	$ 29,468	$ 916	3%
Loss from operations	(30,384)	(29,468)	(916)	3%
Other income, net	107	152,453	(152,346)	(100)%
Interest income	753	591	162	27%
Interest expense	28	(328)	356	nm
(Loss) income before income taxes	(29,496)	123,248	(152,744)	nm
Provision for income taxes	$ 21,559	$ 51,694	$ (30,135)	(58)%

**nm-not meaningful*

General and Administrative Expenses

General and administrative expenses for the six month period ended June 30, 2014 were $30.4 million, an increase of $0.9 million over the same period in 2013. The increase was principally driven by higher expenses for litigation of $1.7 million, information technology of $1.2 million and incentive compensation of $0.5 million, partially offset by lower transitional costs of $2.6 million during the six month period ended June 30, 2014 associated with the resignation and appointment, respectively, of our previous and new President and Chief Executive Officer, as compared to the prior year period.

Other Income, net

Other Income , net of $0.1 million primarily resulted from realized exchange rate gains on foreign currency denominated transactions during the six month period ended June 30, 2014. Other Income , net of $152.5 million in the six month period ended June 30, 2013 primarily resulted from a $102 million gain in connection with the settlement of litigation and the June 2010 settlement and license agreement with Endo which we recorded as "Other Income" in the six month period ended June 30, 2013, as well as a $48 million payment received from Shire in connection with the settlement of litigation in the six month period ended June 30, 2013. Partially offsetting this income was a $0.9 million loss on disposal of software recoded during the six month period ended June 30, 2013.

Interest Income

Interest income in the six month period ended June 30, 2014 was $0.8 million, a slight increase over the same period in 2013.

Interest Expense

Interest expense in the six month period ended June 30, 2014 reflected income of less than $0.1 million, as compared to expense of $0.3 million in the same period in 2013, as a result of the release of an accrual for estimated interest related to our provision for uncertain tax positions during the six month period ended June 30, 2014.

Income Taxes

During the six month period ended June 30, 2014, we recorded an aggregate tax provision of $21.6 million for U.S. domestic income taxes and for foreign income taxes. In the six month period ended June 30, 2013, we recorded an aggregate tax provision of $51.7 million for U.S. domestic income taxes and for foreign income taxes. The decrease in the tax provision resulted from lower pretax income for the six month period ended June 30, 2014 compared to the six month period ended June 30, 2013. The effective tax rate was 34% for the six month period ended June 30, 2014 and 32% for the six month period ended June 30, 2013. The increase in the effective tax rate was primarily as a result of the expiration of the Federal Research and Experimental Credit as of December 31, 2013. Other contributing factors to the rate fluctuation include a change in the timing and mix of U.S. and foreign income; the exclusion of a zero-rate jurisdiction from the interim effective tax rate calculation in 2014; and an increase in the deferred tax asset related to a state research and development tax credit carryforward in a state with indefinite carryforwards. We are closely monitoring the events and circumstances that determine the need for a valuation allowance against these credits. Should we determine the need for such a valuation allowance, it could materially and adversely affect our business, results of operations and financial condition.

Liquidity and Capital Resources

We have historically funded our operations with the proceeds from the sale of debt and equity securities, and more recently, with cash from operations. Currently, our principal source of liquidity is cash from operations, consisting of the proceeds from the sales of our products and the provision of services, as well as payments received in connection with legal settlements.

We expect to incur significant operating expenses, including research and development activities and patent litigation expenses, for the foreseeable future. In addition, we are generally required to make cash expenditures to manufacture and/or acquire finished product inventory in advance of selling the finished product to our customers and collecting payment for such product sales, which may result in a significant use of cash. We believe our existing cash and cash equivalents and short-term investment balances, together with cash expected to be generated from operations, and our bank revolving line of credit, will be sufficient to meet our cash requirements through the next 12 months. We may seek additional financing through alliance, collaboration, and licensing agreements, as well as from the debt or equity capital markets to fund the planned capital expenditures, our research and development plans, potential acquisitions, and potential revenue shortfalls due to delays in new product introductions.

Cash and Cash Equivalents

At June 30, 2014, we had $159.1 million in cash and cash equivalents, a decrease of $25.5 million as compared to December 31, 2013. As more fully discussed below, the decrease in cash and cash equivalents during the six month period ended June 30, 2014 was primarily driven by $46.2 million of net cash used in investing activities.

Cash Flows

Six Month Period Ended June 30, 2014 Compared to the Six Month Period Ended June 30, 2013

Net cash provided by operating activities for the six month period ended June 30, 2014 was $12.4 million, a decrease of $156.7 million as compared to the prior year period of $169.1 million net cash provided by operating activities. The period over period decrease in net cash provided by operating activities principally resulted from the receipt of a $102 million payment in connection with the settlement of litigation under the June 2010 settlement and license agreement with Endo and the receipt of a $48.0 million payment from Shire in connection with the settlement of litigation during the six month period ended June 30, 2013. In addition, an increase in accounts receivable from the prior year period primarily related to the launch of authorized generic RENVELA® resulted in a $50.9 million use of cash for the six month period ended June 30, 2014, compared to the same period in the prior year when accounts receivable resulted in an $11.2 million use of cash. An increase in net inventory during the current period also contributed to the decrease in cash provided by operating activities. The increase in inventory during the current period was in part related to recent product launches. In addition, reduced profit sharing accruals related to the loss of exclusivity on branded Zomig® tablets and orally disintegrating tablets in 2013 contributed to the decline in cash flow from operations.

Net cash used in investing activities for the six month period ended June 30, 2014, was $46.2 million, compared to the prior year period of $92.4 million of net cash used in investing activities. The period over period decrease in net cash used was due primarily to a decrease in net purchases of short-term investments during the six month period ended June 30, 2014 resulting in a $24.9 million use of cash, as compared to net purchases of short-term investments during the same period in the prior year period resulting in a $72.3 million use of cash. In the prior year, we had higher net purchases of short-term investments as a result of the litigation settlements noted above. In addition, during the six month period ended June 30, 2014, we made $3.0 million in payments for product licensing rights pursuant to third -party agreements .

Net cash provided by financing activities for the six month period ended June 30, 2014 was $9.2 million, representing an increase of $4.4 million as compared to $4.8 million of net cash provided by financing activities in the prior year period. The period over period increase in net cash provided by financing activities was due to a $3.3 million increase in cash proceeds received from the exercise of stock options and contributions to the employee stock purchase plan, as well as a $1.1 million increase in the tax benefit related to the exercise of employee stock options and vesting of restricted stock.

Outstanding Debt Obligations

Senior Lenders; Wells Fargo Bank, N.A.

We have a Credit Agreement, as amended (the "Credit Agreement") with Wells Fargo Bank, N. A., as a lender and as administrative agent (the "Administrative Agent"). The Credit Agreement provides us with a revolving line of credit in the aggregate principal amount of up to $50.0 million (the "Revolving Credit Facility"). Under the Revolving Credit Facility, up to $10.0 million is available for letters of credit, the outstanding face amounts of which reduce availability under the Revolving Credit Facility on a dollar for dollar basis. Proceeds under the Credit Agreement may be used for working capital, general corporate and other lawful purposes. We have not yet borrowed any amounts under the Revolving Credit Facility.

Borrowings under the Credit Agreement are secured by substantially all of our personal property assets pursuant to a Security Agreement (the "Security Agreement") entered into by us and the Administrative Agent. As further security, we also pledged to the Administrative Agent 65% of our equity interest in Impax Laboratories (Taiwan), Inc., all of our equity interests in our wholly owned domestic subsidiaries and must similarly pledge all or a portion of our equity interest in future subsidiaries. Under the Credit Agreement, among other things:

- The outstanding principal amount of all revolving credit loans, together with accrued and unpaid interest thereon, will be due and payable on the maturity date, which will occur on February 11, 2015. There were no balances outstanding under the credit facility as of June 30, 2014 or December 31, 2013.

- Borrowings under the Revolving Credit Facility will bear interest, at our option, at either an Alternate Base Rate (as defined in the Credit Agreement) plus the applicable margin in effect from time to time ranging from 0.5% to 1.5%, or a LIBOR Rate (as defined in the Credit Agreement) plus the applicable margin in effect from time to time ranging from 1.5% to 2.5%. We are also required to pay an unused commitment fee ranging from 0.25% to 0.45% per annum based on the daily average undrawn portion of the Revolving Credit Facility. The applicable margin described above and the unused commitment fee in effect at any given time will be determined based on the Company's Total Net Leverage Ratio (as defined in the Credit Agreement), which is based upon our consolidated total debt, net of unrestricted cash in excess of $100 million, compared to Consolidated EBITDA (as defined in the Credit Agreement) for the immediately preceding four quarters.

- We may prepay any outstanding loan under the Revolving Credit Facility without premium or penalty.

- We are required under the Credit Agreement and the Security Agreement to comply with a number of affirmative, negative and financial covenants. Among other things, these covenants (i) require us to provide periodic reports, notices of material events and information regarding collateral, (ii) restrict our ability, subject to certain exceptions and baskets, to incur additional indebtedness, grant liens on assets, undergo fundamental changes, change the nature of its business, make investments, undertake acquisitions, sell assets, make restricted payments (including the ability to pay dividends and repurchase stock) or engage in affiliate transactions, and (iii) require the Company to maintain a Total Net Leverage Ratio (which is, generally, total funded debt, net of unrestricted cash in excess of $100 million, over EBITDA for the preceding four quarters) of less than 3.75 to 1.00, a Senior Secured Leverage Ratio (which is, generally, total senior secured debt over EBITDA for the preceding four quarters) of less than 2.50 to 1.00, Consolidated EBITDA of at least $50.0 million and Minimum Liquidity (which is, generally unrestricted cash and cash equivalents) of at least $100.0 million. As of June 30, 2014, we were in compliance with the various covenants contained in the Credit Agreement and the Security Agreement.

- The Credit Agreement contains customary events of default (subject to customary grace periods, cure rights and materiality thresholds), including, among others, failure to pay principal, interest or fees, violation of covenants, material inaccuracy of representations and warranties, cross-default and cross-acceleration of material indebtedness and other obligations, certain bankruptcy and insolvency events, certain judgments, certain events related to the Employee Retirement Income Security Act of 1974, as amended, and a change of control.

- Following an event of default under the Credit Agreement, the Administrative Agent would be entitled to take various actions, including the acceleration of amounts due under the Credit Agreement and seek other remedies that may be taken by secured creditors.

During the six month periods ended June 30, 2014 and 2013, unused line fees incurred under the Credit Agreement were $62,000 and $61,000, respectively

Off-Balance Sheet Arrangements

We did not have any off-balance sheet arrangements as of June 30, 2014.

Contractual Obligations

As of June 30, 2014, there were no significant changes to our contractual obligations as set forth in our Annual Report on Form 10-K for the year ended December 31, 2013.

Recent Accounting Pronouncements

In March 2013, the FASB issued updated guidance on foreign currency matters. The update applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment in a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets within a foreign entity. We were required to adopt this guidance on January 1, 2014 and the adoption did not have a material effect on our consolidated financial statements.

In July 2013, the FASB issued updated guidance related to presentation of an unrecognized tax benefit. The guidance requires an entity to present an unrecognized tax benefit as a reduction of a deferred tax asset for a net operating loss (NOL) carryforward, or similar tax loss, or tax credit carryforward, rather than as a liability under certain circumstances. We were required to adopt this guidance on January 1, 2014 and the adoption did not have a material effect on our consolidated financial statements.

In May 2014, the FASB issued updated guidance regarding the accounting for and disclosures of revenue recognition. The update provides a single comprehensive model for accounting for revenue from contracts with customers. The model requires that revenue recognized reflect the actual consideration to which the entity expects to be entitled in exchange for the goods or services defined in the contract, including in situations with multiple performance obligations. This guidance will be the same for both US GAAP and International Financial Reporting Standards (IFRS) and is effective for annual and interim periods beginning after December 15, 2016. We are currently evaluating the effect that this guidance may have on our consolidated financial statements .

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

There were no material changes to the quantitative and qualitative disclosures about market risk set forth in our Annual Report on Form 10-K for the year ended December 31, 2013.

ITEM 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) that are designed to ensure that information required to be disclosed by us in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, were effective as of June 30, 2014 at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

During the quarter ended June 30, 2014, there were no changes in the Company's internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Limitations on the Effectiveness of Controls

Systems of disclosure controls and internal controls over financial reporting and their associated policies and procedures, no matter how well conceived and operated, are designed to provide a reasonable, but not an absolute, level of assurance the objectives of the system of control are achieved. Further, the design of a control system must be balanced against resource constraints, and therefore the benefits of controls must be considered relative to their costs. Given the inherent limitations in all systems of controls, no evaluation of controls can provide absolute assurance all control issues and instances of fraud, if any, within a company have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Accordingly, given the inherent limitations in a cost-effective system of internal control, financial statement misstatements due to error or fraud may occur and may not be detected. Our disclosure controls and procedures are designed to provide a reasonable assurance of achieving their objectives. We conduct periodic evaluations of our systems of controls to enhance, where necessary, our control policies and procedures.

PART II. Other Information

Item 1. Legal Proceedings

Information pertaining to legal proceedings can be found in "Item 1. Financial Statements – Note 17. Legal and Regulatory Matters" and is incorporated by reference herein.

Item 1A. Risk Factors

During the quarter ended June 30, 2014, except as set forth below, there were no material changes to the risk factors included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013. Please carefully consider the information set forth in this Quarterly Report on Form 10-Q and the risk factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, which could materially affect our business, consolidated financial condition or consolidated results of operations. The risks described herein, and in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013 are not the only risks we face. Additional risks and uncertainties not currently known to us or which we currently deem to be immaterial may also materially adversely affect our business, consolidated financial condition and/or consolidated results of operations.

We have received a warning letter and Form 483 observations from the FDA. If we are unable to promptly correct the issues raised in the warning letter and/or Form 483 observations, our business, results of operations and financial condition could be materially and adversely affected.

In late May 2011, we received a warning letter from the FDA related to an on-site FDA inspection of our Hayward, California manufacturing facility citing deviations from current Good Manufacturing Practices (cGMP), which are extensive regulations governing manufacturing practices for finished pharmaceutical products and which establish requirements for manufacturing processes, stability testing, record keeping and quality standards and controls. The FDA observations set forth in the warning letter related to sampling and testing of in-process materials and drug products, production record review, and our process for investigating the failure of certain manufacturing batches (or portions of batches) to meet specifications. During the quarters ended March 31, 2012 and March 31, 2013, the FDA conducted inspections of our Hayward manufacturing facility and at the conclusion of each inspection, we received a Form 483. The Form 483 issued during the quarter ended March 31, 2012 contained observations primarily relating to our Quality Control Laboratory and the Form 483 issued during the quarter ended March 31, 2013 contained several observations pertaining to the operations of the Hayward facility, three of which were designated by the FDA as repeat observations from inspections that occurred prior to the warning letter. We provided the FDA with what we believe to be our complete written responses relating to the observations in the warning letter and the Form 483 issued in 2012. In connection with the Form 483 issued in 2013, we provided our written response to the FDA during the first quarter ended March 31, 2013 and continue to provide the FDA with updates. In late October 2013, at the FDA's request, we participated in a regulatory meeting with representatives of the FDA to provide additional information and clarifications on our response and updates related to the Form 483 issued in 2013. The FDA performed a re-inspection of our Hayward manufacturing facility during June and July 2014. At the conclusion of the re-inspection, the FDA issued a Form 483 with seven inspectional observations, two of which were designated by the FDA as repeat observations from the inspection that occurred in 2013. To date, we have not been informed by the FDA as to whether a satisfactory re-inspection of our Hayward manufacturing facility will be required to close out the warning letter and resolve the 2014 Form 483 observations on our Hayward manufacturing facility.

In July 2014, the FDA conducted an inspection of our Taiwan manufacturing facility and at the conclusion of the inspection, we received a Form 483 with ten observations. The FDA did not provide any status or classification to either the Form 483 observations on our Hayward or Taiwan manufacturing facilities and, pursuant to its established regulatory process, will wait until they have received and reviewed our responses to classify those inspections. We also have not been informed by the FDA of the impact the Form 483s will have on RYTARY's PDUFA review date of October 9, 2014.

To date, the FDA has not notified us of any additional enforcement actions at either the Hayward or Taiwan manufacturing facilities, however, no assurance can be given as to whether the FDA will take any further actions. We are currently working on our response and updates to the Form 483s and we intend to continue to provide updates to the agency. We are currently cooperating with the FDA to close out the warning letter and resolve the Form 483 observations. The warning letter and Form 483 observations do not currently place restrictions on our ability to manufacture and ship our existing products.

We have taken a number of steps to review our quality control and manufacturing systems and standards and are working with third-party experts to assist us with our review and in enhancing such systems and standards. This work is ongoing and we are committed to improving our quality control and manufacturing practices. We cannot be assured, however, that the FDA will be satisfied with our corrective actions and as such, we cannot be assured of when the warning letter will be closed out. Unless and until the warning letter is closed out and the Form 483 observations resolved, it is possible we may be subject to additional regulatory action by the FDA as a result of current or future FDA observations, including, among others, monetary sanctions or penalties, product recalls or seizure, injunctions, total or partial suspension of production and/or distribution, and suspension or withdrawal of regulatory approvals. Additionally, the FDA has withheld and may continue to withhold approval of pending drug applications listing our Hayward, California facility as a manufacturing location of finished dosage forms until the warning letter is closed out and the Form 483 observations on our Hayward facility are resolved. Further, other federal agencies, our customers and partners in our alliance, development, collaboration and other partnership agreements with respect to our products and services may take the warning letter and Form 483 observations into account when considering the award of contracts or the continuation or extension of such partnership agreements. If we are unable

promptly to correct the issues raised in the warning letter and Form 483 observations, our business, consolidated results of operations and consolidated financial condition could be materially and adversely affected.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information regarding the purchases of our equity securities by us during the three months ended June 30, 2014.

Period	Total Number of Shares (or Units) Purchased(1)	Average Price Paid Per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
April 1, 2014 to April 30, 2014	41,863 shares of common stock	$ 25.32	—	—
May 1, 2014 to May 31, 2014	10,541 shares of common stock	$ 26.39	—	—
June 1, 2014 to June 30, 2014	—	—	—	—

(1) Represents shares of our common stock that we accepted during the indicated periods as a tax withholding from certain of our employees in connection with the vesting of shares of restricted stock pursuant to the terms of our 2002 Plan.

ITEM 3. Defaults Upon Senior Securities.

Not Applicable.

ITEM 4. Mine Safety Disclosures.

Not Applicable.

ITEM 5. Other Information.

Not Applicable.

ITEM 6. Exhibits

Exhibit No.	Description of Document
3.1	Amended and Restated Bylaws of Impax Laboratories, Inc., effective May 14, 2014.(1)
10.1	Amendment dated as of April 1, 2014 to the Employment Agreement dated as of December 12, 2012 by and between Impax Laboratories, Inc. and Bryan Reasons.*(2)
10.2	Amendment dated as of April 1, 2014 to the Employment Agreement dated as of January 1, 2010 by and between Impax Laboratories, Inc. and Michael Nestor.*(2)
10.3	Amendment dated as of April 1, 2014 to the Employment Agreement dated as of November 7, 2011 by and between Impax Laboratories, Inc. and Carole Ben-Maimon, M.D.*(2)
10.4	Amendment dated as of April 1, 2014 to the Employment Agreement dated as of May 2, 2011 by and between Impax Laboratories, Inc. and Mark Schlossberg.*(2)
10.5	Employment Agreement dated April 21, 2014 by and between Impax Laboratories, Inc. and G. Frederick Wilkinson.*(3)
10.6.1	Employment Agreement dated November 28, 2011 by and between Impax Laboratories, Inc. and Jeffrey Nornhold.*
10.6.2	Amendment dated April 1, 2014 to Employment Agreement dated November 28, 2011 by and between Impax Laboratories, Inc. and Jeffrey Nornhold.*
10.6.3	Letter Agreement dated April 1, 2014 between Impax Laboratories, Inc. and Jeffrey Nornhold.*
11.1	Statement re computation of per share earnings (incorporated by reference to Note 15 in the Notes to the unaudited interim Consolidated Financial Statements in this Quarterly Report on Form 10-Q).
31.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of June 30, 2014 and December 31, 2013, (ii) Consolidated Statements of Operations for each of the three and six months ended June 30, 2014 and 2013, (iii) Consolidated Statements of Comprehensive Income for each of the three and six months ended June 30, 2014 and 2013, (iv) Consolidated Statements of Cash Flows for each of the six months ended June 30, 2014 and 2013 and (v) Notes to Interim Consolidated Financial Statements.

*Management contract, compensatory plan or arrangement.

(1) Incorporated by reference to the Company's Current Report on Form 8-K filed on May 16, 2014.
(2) Incorporated by reference to the Company's Current Report on Form 8-K filed on April 2, 2014.
(3) Incorporated by reference to the Company's Current Report on Form 8-K filed on April 24, 2014.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 6, 2014

Impax Laboratories, Inc.

By: /s/ G. Frederick Wilkinson

Name: G. Frederick Wilkinson

Title: President and Chief Executive Officer
(Principal Executive Officer)

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer and
Senior Vice President, Finance
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

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Exhibit 10.6.1

IMPAX LABORATORIES, INC.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT ("**Agreement**"), entered into as of November 28, 2011 (the "**Effective Date**"), by and between Impax Laboratories, Inc., a Delaware corporation (the "***Company***"), *and Jeffrey Nornhold (the "**Executive**").*

WITNESSETH:

WHEREAS, the Executive possesses unique personal knowledge, experience and expertise;

WHEREAS, the parties have each signed a letter for an offer of employment dated March 24, 2011 ("**Former Offer**");

WHEREAS, the parties wish that this Agreement supersede and completely replace the Former Offer;

WHEREAS, the Company desires to employ the Executive, and the Executive desires to be employed by the Company, upon the terms and subject to the conditions set forth in the Agreement; and

WHEREAS, effective as of the Effective Date, the Company and the Executive desire to enter into the Agreement as to the terms and conditions of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 Term of Employment. The Executive's initial term of employment commenced on March 30, 2011 (the "Hire Date") and shall continue until December 31, 2012 (the "**Initial Term**"), unless further extended or earlier terminated as provided in the Agreement. The Agreement will automatically be renewed for single one-year periods unless written notice of non-renewal is provided by either party at least 90 days prior to the end of the Initial Term or the successive one-year period then in effect or unless earlier terminated as provided in the Agreement. Neither non-renewal of the Agreement for additional periods after December 31, 2012, nor expiration of the Agreement as a result of such non-renewal, shall, by itself, result in termination of Executive's employment. The period of time between the Hire Date and the termination of the Executive's employment under the Agreement or the expiration of the Agreement, whichever is earlier, shall be referred to herein as the "**Term.**"

1.2 General.

1.2.1 During the Term, the Executive shall have the title of Senior Vice President Global Quality Affairs for the Company and shall have general responsibility for ensuring that the products manufactured by the Company are of the highest quality and that the Company remains in compliance with current good manufacturing practices and all applicable federal and state regulatory requirements, and such other authorities, duties and responsibilities as may from time to time be delegated to him by the Chief Executive Officer of the Company. The Executive shall faithfully and diligently discharge his duties hereunder and use his best efforts to implement the policies established by the Board of Directors of the Company (the "**Board**") from time to time. During the Term, the Executive shall report to the Chief Executive Officer.

1.2.2 The Executive shall devote all of his business time, attention, knowledge and skills faithfully, diligently and to the best of his ability, in furtherance of the business and activities of the Company; provided, however, that nothing in the Agreement shall preclude the Executive from devoting reasonable periods of time required for:

(i) serving as a director or member of a committee of up to two (2) organizations or corporations that do not, in the good faith determination of the Board, compete with the Company or otherwise create, or could create, in the good faith determination of the Board, a conflict of interest with the business of the Company;

(ii) delivering lectures, fulfilling speaking engagements, and any writing or publication relating to his area of expertise; provided, however, that any fees, royalties or honorariums received therefrom shall be promptly turned over to the Company;

(iii) engaging in professional organization and program activities;

(iv) managing his personal passive investments and affairs; and

(v) participating in charitable or community affairs;

provided that such activities do not materially, individually or in the aggregate, interfere with the due performance of his duties and responsibilities under the Agreement or create a conflict of interest with the business of the Company, as determined in good faith by the Board.

1.3 Reimbursement of Expenses. During the Term, the Company shall pay the reasonable expenses incurred by the Executive in the performance of his duties hereunder, including, without limitation, those incurred in connection with business related travel or entertainment, or, if such expenses are paid directly by the Executive, the Company shall promptly reimburse him for such payments, provided that the Executive properly accounts for such expenses in accordance with the Company's business expense reimbursement policy. To the extent any such reimbursements (and any other reimbursements of costs and expenses provided for herein) are includable in the Executive's gross income for Federal income tax purposes, all such reimbursements shall be made no later than March 15 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred.

2. COMPENSATION

2.1 Base Salary. During the Term, the Executive shall be entitled to receive an annualized base salary of $335,000.00 (paid biweekly at $12,884.62, less standard deductions and withholdings), subject to increase or decrease, as determined by the Board or its Compensation Committee from time to time in its discretion, payable in accordance with the payroll practices of the Company (the "**Base Salary**").

2.2 Incentive Bonuses. In addition to the Base Salary, during the Term the Executive shall participate in the Company's management bonus program whereby the Executive will be eligible to receive an annual cash incentive bonus based upon a percentage of the Base Salary and attainment of goals established in writing by the Board or its Compensation Committee at the beginning of each year (together with the one-time cash payment referred to in the last sentence of the Section 2.2, the "**Incentive Bonus**") for each completed calendar year (subject to Section 5.4 hereof) of service with the Company. Such bonus shall be paid within 2-1/2 months following the end of the calendar year to which it relates. The Executive's potential bonus for 2011 (targeted at 55% of the Base Salary and potentially up to 82.5% of the Base Salary depending upon the achievement of certain business and individual objectives and criteria) will be prorated based on the number of days that have elapsed between the Hire Date and December 31, 2011.

2.3 Options and Stock Awards. During the Term, the Executive shall be eligible to receive grants of stock options and restricted stock in such amounts and subject to such terms as determined by the Compensation Committee in its sole discretion.

2.4 Prior Restricted Stock Award. Executive acknowledges and agrees that the Company has awarded him 25,350 shares of the Company's Restricted Stock subject to the Company's normal vesting schedule of 25% per year starting on the first anniversary of the grant, so long as the Executive remains employed by the Company.

2.5 Hiring Bonus. Executive acknowledges and agrees that the Company paid him a one-time hiring bonus of net $50,000.00 ("Hiring Bonus") subject to the following terms and conditions: if within one (1) year of the Hire Date the Executive voluntarily terminates his employment without Good Reason or the Company terminates the Executive's employment for Cause (as such terms are defined below), then the Executive shall repay the Company, within thirty (30) days after the Company's demand therefore, the full gross amount of the Hiring Bonus received, and if within the second year following the Hire Date the Executive voluntarily terminates his employment without Good Reason or the Company terminates the Executive's employment for Cause (as such terms are defined below), then the Executive shall repay the Company, within thirty (30) days after the Company's demand therefore, one-half of the gross amount of the Hiring Bonus received.

2.6 Relocation Allowance. Executive acknowledges and agrees that he was been paid in full a relocation allowance of net $115,000.00 ("Relocation Allowance"), subject to the following terms and conditions: if within one (1) year of the Hire Date the Executive voluntarily terminates his employment without Good Reason or the Company terminates the Executive's employment for Cause (as such terms are defined below), then the Executive shall repay the

Company, within thirty (30) days after the Company's demand therefore, the full gross amount of the Relocation Allowance received, and if within the second year following the Hire Date the Executive voluntarily terminates his employment without Good Reason or the Company terminates the Executive's employment for Cause (as such terms are defined below), then the Executive shall repay the Company, within thirty (30) days after the Company's demand therefore, one-half of the gross amount of the Relocation Allowance received.

2.7 Additional Compensation. During the Term, in addition to the foregoing, the Executive shall be eligible to receive such other compensation as may from time to time be awarded him by either the Board or the Compensation Committee in its sole discretion.

3. PLACE OF PERFORMANCE

In connection with his employment by the Company, the Executive shall be based at the Company's offices in Hayward, California.

4. EMPLOYEE BENEFITS

During the Term, the Executive shall be entitled to paid time off generally made available to executive personnel of the Company and to participate in and have the benefit of all group life, disability, hospital, surgical and major medical insurance plans and programs and other employee benefit plans and programs as generally are made available to executive personnel of the Company, as such benefit plans or programs may be amended or terminated in the sole discretion of the Board and with the concurrence of the Compensation Committee, from time to time. The Executive shall accrue up to sixteen (16) days of paid time off each calendar year which will accrue on a weekly basis (paid time off cannot be used until it is accrued).

5. TERMINATION OF EMPLOYMENT

5.1 General. The Executive's employment under the Agreement may be terminated without any breach of the Agreement only on the following circumstances:

5.1.1 Death. The Executive's employment under the Agreement shall terminate upon his death.

5.1.2 Disability. If the Executive suffers a Disability (as defined below), the Company may terminate the Executive's employment under the Agreement upon 30 days prior written notice; provided that the Executive has not returned to full time performance of his duties during such 30-day period. For purposes of the Agreement, "**Disability**" shall mean the Executive's inability to perform his duties and responsibilities hereunder, with or without reasonable accommodation, due to any physical or mental illness or incapacity, which condition either (i) has continued for a period of 180 days (including weekends and holidays) in any consecutive 365-day period, or (ii) is projected by the Board in good faith after consulting with a doctor selected by the Company and consented to by the Executive (or, in the event of the Executive's incapacity, his legal representative), such consent not to be unreasonably withheld, that the condition is likely to continue for a period of at least six consecutive months from its commencement.

5.1.3 Good Reason. The Executive may terminate his employment under the Agreement for Good Reason (as defined below) at any time on or prior to the 60th day after the occurrence of any of the Good Reason events set forth in the following sentence. For purposes of the Agreement, **"Good Reason"** shall mean the occurrence of any of the following events without the Executive's consent and which is not cured by the Company upon written notice by the Executive, such notice to have been provided by the Executive within 30 days of any such event having occurred:

(i) any action or inaction by the Company constituting a material breach of the Agreement by the Company;

(ii) a material diminution of the authorities, duties or responsibilities of the Executive set forth in Section 1.2 above (other than temporarily while the Executive is physically or mentally incapacitated and unable to properly perform such duties, as determined by the Board in good faith);

(iii) the loss of any of the titles of the Executive with the Company set forth in Section 1.2 above;

(iv) a material reduction by the Company in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus, but, except in the case of a reduction following a Change in Control (as defined below), not including (a) a reduction in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus which is consistent with the reduction in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus imposed on all senior executives of the Company or (b) a reduction in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus based on the results of peer benchmark data obtained by the Board and after approval of the Board;

(v) the relocation of the Executive to an office more than 50 miles from its current location;

(vi) the assignment to the Executive of duties or responsibilities that are materially inconsistent with any of his duties and responsibilities set forth in Section 1.2 hereof;

(vii) a material change in the reporting structure set forth in Section 1.2.1 hereof; or

(viii) the failure of the Company to obtain the assumption in writing of its obligation to perform the Agreement by any successor in connection with a sale or other disposition by the Company of all or substantially all of the Company's assets or businesses within 10 days after such sale or other disposition.

5.1.4 Without Good Reason. The Executive may voluntarily terminate his employment under the Agreement without Good Reason upon written notice by the Executive to the Company at least 60 days prior to the effective date of such termination (which termination

the Company may, in its sole discretion, make effective earlier than the date set forth in the Notice of Termination (as defined below)).

5.1.5 Cause. The Company may terminate the Executive's employment under the Agreement at any time for Cause (as defined below). For purposes of the Agreement, termination for "**Cause**" shall mean termination of the Executive's employment because of the occurrence of any of the following as determined in good faith by the Board:

(i) the willful and continued failure by the Executive to substantially perform his obligations under the Agreement (other than any such failure resulting from the Executive's incapacity due to a Disability); provided, however, that the Company shall have provided the Executive with a Notice of Termination specifying such failure and the Executive shall have been afforded at least 15 days within which to cure same;

(ii) the indictment of the Executive for, or his conviction of or plea of guilty or *nolo contendere* to, a felony or any other crime involving moral turpitude or dishonesty;

(iii) the Executive's willful misconduct in the performance of his duties hereunder (including theft, fraud, embezzlement, and securities law violations or violation of the Company's Code of Conduct or other written policies); or

(iv) the Executive's willful misconduct other than in the performance of his duties for the Company (including theft, fraud, embezzlement, and securities law violations) that is actually or potentially materially injurious to the Company, monetarily or otherwise.

For purposes of the Section 5.1.5, no act or failure to act on the part of the Executive shall be considered "**willful**," unless done, or omitted to be done, without reasonable belief that his action or omission was in, or not opposed to, the best interest of the Company (including its reputation). Prior to any termination for Cause, the Company shall provide the Executive with a Notice of Termination specifying the event constituting Cause and shall give the Executive the opportunity to appear before the Board to present his views on the Cause event. If, after such hearing, the majority of the full Board (excluding the Executive) does not support such termination, the Notice of Termination shall be rescinded. After providing the notice in the foregoing sentence, the Board may suspend the Executive with full pay and benefits until a final determination pursuant to the Section has been made.

5.1.6 Without Cause. The Company may terminate the Executive's employment under the Agreement without Cause immediately upon written notice by the Company to the Executive, other than for death or Disability.

5.2 Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive (other than termination by reason of the Executive's death) shall be communicated by written Notice of Termination to the other party of the Agreement. For purposes of the Agreement, a "**Notice of Termination**" shall mean a written notice which shall indicate the specific termination provision in the Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide the basis for such termination.

5.3 Date of Termination. The "**Date of Termination**" shall mean (a) if the termination is the result of the Executive's death, the date of his death, (b) if the termination is pursuant to Section 5.1.2 hereof, 30 days after the Notice of Termination is given (provided that the Executive shall not have returned to the performance of his duties on a full-time basis during such 30-day period), (c) if the termination is pursuant to Section 5.1.5 or Section 5.1.3 hereof, the date specified in the Notice of Termination after the expiration of any applicable cure period, (d) if the termination is pursuant to Section 5.1.4 hereof, the date specified in the Notice of Termination which shall be at least 60 days after the Notice of Termination is given, or such earlier date as the Company shall determine in its sole discretion, and (e) if the termination is pursuant to Section 5.1.6 hereof, the date on which the Notice of Termination is given.

5.4 Compensation Upon Termination.

5.4.1 Termination for Cause or without Good Reason. If the Executive's employment shall be terminated by the Company for Cause or by the Executive without Good Reason, then the Executive shall receive from the Company: (a) any earned but unpaid portion of the Base Salary through the Date of Termination, paid in accordance with the Company's standard payroll practices; (b) any Incentive Bonus earned but unpaid for a prior fiscal year, paid in accordance with Section 2.2; (c) reimbursement for any unreimbursed expenses properly incurred and paid in accordance with Section 1.3 through the Date of Termination; (d) payment for any accrued but unused vacation time in accordance with Company policy; (e) all stock options and restricted stock previously granted to the Executive that have vested in accordance with the terms of such grants; and (f) such vested accrued benefits, and other payments, if any, as to which the Executive (and his eligible dependents) may be entitled under, and in accordance with the terms and conditions of, the employee benefit arrangements, plans and programs of the Company as of the Date of Termination, other than any severance pay plan (such amounts and benefits set forth in clauses (a) though (f) being referred to hereinafter as the "**Amounts and Benefits**"), and the Company shall have no further obligation with respect to the Agreement other than as provided in Sections 7.4, 8 and 9 hereof. Any stock options and restricted stock previously granted to the Executive that have not vested in accordance with the terms of their grants as of the Date of Termination shall be forfeited as of the Date of Termination.

5.4.2 Termination without Cause or For Good Reason. If, prior to the expiration of the Term, the Executive resigns from his employment hereunder for Good Reason or the Company terminates the Executive's employment hereunder without Cause (other than a termination by reason of death or Disability), and Section 5.4.3 does not apply, then the Company shall pay or provide the Executive the Amounts and Benefits and, subject to Section 5.4.8:

(i) Subject to Section 9.9.2, an amount equal to the sum of (x) the balance of the Base Salary due under the Agreement or one times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), whichever is the greater, plus (y) an amount equal to one times the average of the Incentive Bonus the Executive received from the Company for all fiscal years completed during the Term, with the aggregate amount due paid in equal installments on the Company's normal payroll dates for a period of 12 months from the Date of Termination in accordance with the

normal payroll practices of the Company, with each such payment deemed to be a separate payment for the purposes of Code Section 409A (as defined below);

(ii) in the event such resignation or termination occurs following the Company's first fiscal quarter of any year, a *pro rata* portion of the Executive's Incentive Bonus for the fiscal year in which the Executive's termination occurs based on actual results for such year (determined by multiplying the amount of such Incentive Bonus which would be due for the full fiscal year, as determined in good faith by the Board, by a fraction, the numerator of which is the number of days during the fiscal year of termination that the Executive is employed by the Company and the denominator of which is 365), paid in accordance with, and at the times specified in, Section 2.2 ("**Pro Rata Bonus**"); and

(iii) the continuation of all benefits for 24 months from the Date of Termination.

In addition, subject to Section 5.4.8, the vesting of all unvested stock options and restricted stock previously granted to the Executive shall be accelerated by six months, and any such stock options, notwithstanding any provision to the contrary in the option or the plan pursuant to which the option was granted, shall remain exercisable for a period of six months following the Date of Termination.

5.4.3 Termination Following Change in Control. Anything contained herein to the contrary notwithstanding, if the Executive resigns from his employment hereunder for Good Reason, the Company terminates the Executive's employment hereunder without Cause (other than a termination by reason of death or Disability) within 60 days preceding or 12 months following a Change in Control (as defined below), or the Term expires or is not renewed due to the Company's delivery of a notice of nonrenewal and the Executive's employment is then terminated without Cause within 12 months following a Change in Control, then the Company shall pay or provide the Executive the Amounts and Benefits and, subject to Section 5.4.8, a change-in-control payment as follows:

(i) subject to Section 9.9.2, an amount equal to the sum of (x) the balance of the Base Salary due under the Agreement or one and one half times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), whichever is the greater, plus (y) an amount equal to one and one half times the average of the Incentive Bonus the Executive received from the Company for all fiscal years completed during the Term, with the aggregate amount due paid in equal installments on the Company's normal payroll dates for a period of 12 months from the Date of Termination in accordance with the normal payroll practices of the Company, with each such payment deemed to be a separate payment for the purposes of Code Section 409A (as defined below);

(ii) in the event such resignation or termination occurs following the Company's first fiscal quarter of any year, a Pro Rata Bonus; and

(iii) the continuation of all benefits for 24 months from the Date of Termination.

In addition, subject to Section 5.4.8, the vesting of all unvested stock options and restricted stock previously granted to the Executive shall be accelerated to the Date of Termination, and any such stock options, notwithstanding any provision to the contrary in the option or the plan pursuant to which the option was granted, shall remain exercisable for a period of 12 months following the Date of Termination.

5.4.4 For purposes of the Agreement, a "**Change in Control**" shall be deemed to occur upon any of the following events, provided that such an event is a Change in Control Event within the meaning of Code Section 409A (as defined below): (a) any "**person**" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the common stock), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities; (b) during any period of 12 consecutive months, the individuals who, at the beginning of such period, constitute the Board, and any new director whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the 12-month period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; (c) a merger or consolidation of the Company with any other corporation or other entity, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto (and held by persons that are not affiliates of the acquirer) continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no person (other than those covered by the exceptions in clause (a) of the Section 5.4.4) acquires more than 50% of the combined voting power of the Company's then outstanding securities shall not constitute a Change in Control; or (d) the consummation of a sale or other disposition by the Company of all or substantially all of the Company's assets, including a liquidation, other than the sale or other disposition of all or substantially all of the assets of the Company to a person or persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of the Company immediately prior to the time of the sale or other disposition.

5.4.5 Termination upon Death. In the event of the Executive's death, the Company shall pay or provide to the Executive's estate: (i) the Amounts and Benefits and (ii) a Pro Rata Bonus. In addition, (A) all of the then remaining unvested restricted stock previously granted to the Executive shall immediately become vested on the Date of Termination and shall be distributed to the Executive's estate within 60 days of the Date of Termination and (B) the portion of the unvested stock options previously granted to the Executive that are scheduled to vest in the calendar year of the Executive's death shall immediately become vested on the certification of the Compensation Committee based on the achievement of the performance goals

for such year, calculated through the Date of Termination, and shall be distributed to the Executive's estate 60 days after the Date of Termination. After giving effect to the foregoing, any portion of the stock options that remain unvested on the certification following the Executive's death shall be forfeited.

5.4.6 Termination upon Disability. In the event the Company terminates the Executive's employment hereunder for reason of Disability, the Company shall pay or provide to the Executive: (i) the Amounts and Benefits, (ii) a Pro Rata Bonus and (iii) medical benefits for six months. In addition, subject to Section 5.4.8, (A) 50% of the unvested restricted stock previously granted to the Executive shall immediately become vested on the Date of Termination and shall be distributed to the Executive as provided in, and subject to, Sections 5.4.8 and 9.9.2 and (B) the portion of the unvested stock options previously granted to the Executive that are scheduled to vest in the calendar year the Date of Termination occurs shall immediately become vested on the certification of the Compensation Committee based on the achievement of the performance goals for such year, calculated through the Date of Termination, and shall be distributed to the Executive as provided in, and subject to, Sections 5.4.8 and 9.9.2. After giving effect to the foregoing, any portion of the restricted shares and stock options that remain unvested on the certification following the Date of Termination shall be forfeited as of the Date of Termination.

5.4.7 No Mitigation or Offset. The Executive shall not be required to mitigate the amount of any payment provided for in the Section 5.4 by seeking other employment or otherwise, nor shall the amount of any payment provided for in the Section 5.4 be reduced by any compensation earned by the Executive as the result of employment by another employer or business or by profits earned by the Executive from any other source at any time before and after the Date of Termination.

5.4.8 Release. Notwithstanding any provision to the contrary in the Agreement, the Company's obligation to pay or provide the Executive with the payments and benefits under Sections 5.4.2 and 5.4.3 (other than the Amounts and Benefits), and any distributions with respect to the restricted stock and stock options under Sections 5.4.2, 5.4.3 and 5.4.6, shall be conditioned on the Executive's execution and failure to revoke a waiver and general release in a form generally consistent with Exhibit A hereto (subject to such changes as may be necessary at the time of execution in order to make such release enforceable) (the "**Release**"). The Company shall provide the Release to the Executive within seven days following the applicable Date of Termination. In order to receive the payments and benefits under Sections 5.4.2 and 5.4.3 (other than the Amounts and Benefits) and the distributions with respect to the restricted stock and stock options under Sections 5.4.2, 5.4.3 and 5.4.6, the Executive will be required to execute and deliver the Release within 21 days after the date it is provided to him and not to revoke it within seven days following such execution and delivery. Notwithstanding anything to the contrary contained herein, (i) all payments delayed pursuant to the Section, except to the extent delayed pursuant to Section 9.9.2, shall be paid to the Executive in a lump sum on the first Company payroll date on or following the 60th day after the Date of Termination, and any remaining payments due under the Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein, with each such payment deemed to be a separate payment for the purposes of Code Section 409A (as defined below) and (ii) all distributions with

respect to the restricted stock and stock options delayed pursuant to the Section, except to the extent delayed pursuant to Section 9.9.2, shall be distributed to the Executive on the 60th day after the Date of Termination.

6. INSURABILITY; RIGHT TO INSURE

The Company shall have the right to maintain key man life insurance in its own name covering the Executive's life in an amount of up to $50,000,000.00. The Executive shall fully cooperate in the procuring of such insurance, including submitting to any required medical examination and by completing, executing and delivering such applications and other instrument in writing as may be reasonably required by any insurance company to which application for insurance may be made by the Company.

7. CONFIDENTIALITY; NON-SOLICITATION; NON-DISPARAGEMENT; COOPERATION

7.1 Confidential Information. The Company and the Executive acknowledge that the services to be performed by the Executive under the Agreement are unique and extraordinary and, as a result of such employment, the Executive shall be in possession of Confidential Information (as defined below) relating to the business practices of the Company and its subsidiaries and affiliates (collectively, the "**Company Group**"). The term "**Confidential Information**" shall mean any and all information (oral and written) relating to the Company Group, or any of their respective activities, or of the clients, customers or business practices of the Company Group, other than such information which (i) is generally available to the public or within the relevant trade or industry, other than as the result of breach of the provisions of the Section 7.1, or (ii) the Executive is required to disclose under any applicable laws, regulations or directives of any government agency, tribunal or authority having jurisdiction in the matter or under subpoena or other process of law. Confidential Information includes, but it is not limited to, information that the Executive creates, develops, derives, obtains, makes known, or learns about which has commercial value in the business in which the Company Group is involved and which is treated by the Company Group as confidential, such as trade secrets, ideas, processes, formulas, compounds, compositions, research and clinical data, know-how, discoveries, developments, designs, innovations, plans, strategies, pricing, costs, financial information, employee information, forecasts and current and prospective customer and supplier lists. The Executive shall not, during the Term or at any time thereafter, except as may be required in the course of the performance of his duties hereunder (including pursuant to Section 7.5 below) and except with respect to any litigation or arbitration involving the Agreement, including the enforcement hereof, directly or indirectly, use, communicate, disclose or disseminate to any person, firm or corporation any Confidential Information acquired by the Executive during, or as a result of, his employment with the Company, without the prior written consent of the Company. Without limiting the foregoing, the Executive understands that the Executive shall be prohibited from misappropriating any trade secret of the Company Group or of the clients or customers of the Company Group acquired by the Executive during, or as a result of, his employment with the Company, at any time during or after the Term.

7.2 Return of Property. Upon the termination of the Executive's employment for any reason, all Company Group property that is in the possession of the Executive, including all

documents, records, drug formulations, notebooks, equipment, price lists, specifications, programs, customer and prospective customer lists and other materials that contain Confidential Information that are in the possession of the Executive, including all copies thereof, shall be promptly returned to the Company. Anything to the contrary herein notwithstanding, the Executive shall be entitled to retain (i) papers and other materials of a personal nature, including photographs, correspondence, personal diaries, calendars and rolodexes, personal files and phone books, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or termination thereof, with the Company.

7.3 Prohibition on Use of Confidential Information to Solicit Customers and Prospects. During the Executive's employment, the Executive shall not engage in any other employment or activity that might materially interfere with or be in direct competition with the interests of the Company Group. Furthermore, the Executive shall not, except in the furtherance of the Executive's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) during the Term (except in the good faith performance of his duties) and for a period of 24 months thereafter, solicit, aid or induce any employee, representative or agent of the Company to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent, (ii) during the Term (except in the good faith performance of his duties) and for a period of 12 months thereafter, use any Confidential Information or trade secrets of the Company Group to solicit, aid, or induce (or attempt to do any of the foregoing), directly or indirectly, any customer or prospective customer of the Company with whom the Executive in any way dealt at any time during the last two years of his employment to purchase goods or services then sold by the Company from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer or (iii) during the Term (except in the good faith performance of his duties) and for a period of 24 months thereafter, use any Confidential Information or trade secrets to interfere in any manner with the relationship of the Company and any of its vendors. An employee, representative or agent shall be deemed covered by the Section while so employed or retained by the Company and for six months thereafter. Anything to the contrary herein notwithstanding, the following shall not be deemed a violation of the Section 7.3: (a) the Executive's responding to an unsolicited request for an employment reference regarding any former employee of the Company from such former employee, or from a third party, by providing a reference setting forth his personal views about such former employee; or (b) if an entity with which the Executive is associated hires or engages any employee of the Company, if the Executive was not, directly or indirectly, involved in hiring or identifying such person as a potential recruit or assisting in the recruitment of such employee. For purposes hereof, the Executive shall be deemed to have been involved "**indirectly**" in soliciting, hiring or identifying an employee only if the Executive (x) directs a third party to solicit or hire the Employee, (y) identifies an employee to a third party as a potential recruit or (z) aids, assists or participates with a third party in soliciting or hiring an employee.

7.4 Non-Disparagement. At no time during or within five years after the Term shall the Executive, directly or indirectly, disparage the Company Group or any of the Company Group's past or present employees, directors, products or services. The Company shall advise its senior officers and the members of the Board (while serving in such capacities) not to disparage the Executive during the period. Notwithstanding the foregoing, nothing in the Section 7.4 shall prevent any person from making any truthful statement to the extent (i) necessary to rebut any untrue public statements made about him or; (ii) necessary with respect to any litigation, arbitration or mediation involving the Agreement and the enforcement thereof; (iii) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with jurisdiction over such person; or (iv) made as good faith competitive statements in the ordinary course of business.

7.5 Cooperation. Upon the receipt of reasonable notice from the Company (including the Company's outside counsel), the Executive shall, while employed by the Company and thereafter, respond and provide information with regard to matters of which the Executive has knowledge as a result of the Executive's employment with the Company and will provide reasonable assistance to the Company Group and its representatives in defense of any claims that may be made against the Company Group (or any member thereof), and will provide reasonable assistance to the Company Group in the prosecution of any claims that may be made by the Company Group (or any member thereof), to the extent that such claims may relate to matters related to the Executive's period of employment with the Company (or any predecessors). Any request for such cooperation shall take into account the Executive's personal and business commitments. The Executive shall promptly inform the Company (to the extent the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Company Group (or any member thereof) or their actions, regardless of whether a lawsuit or other proceeding has then been filed with respect to such investigation. If the Executive is required to provide any services pursuant to the Section 7.5 following the Term, upon presentation of appropriate documentation, the Company shall promptly reimburse the Executive for reasonable out-of-pocket travel, lodging, communication and duplication expenses incurred in connection with the performance of such services and in accordance with the Company's expense policy for its senior officers, and for reasonable legal fees to the extent the Board in good faith believes that separate legal representation is reasonably required. The Executive's entitlement to reimbursement of such costs and expenses, including legal fees, pursuant to the Section 7.5, shall in no way affect the Executive's rights, if any, to be indemnified and/or advanced expenses in accordance with the Company's (or any of its subsidiaries') corporate or other organizational documents, any applicable insurance policy, and/or in accordance with the Agreement.

7.6 Remedies and Reformation. Without intending to limit the remedies available to the Company, the Executive acknowledges that a breach of any of the covenants contained in the Section 7 may result in material and irreparable injury to the Company, or its affiliates or subsidiaries, for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat the Company shall be entitled to a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by the Section 7 or such other relief as may be required specifically to enforce any of the covenants in the Section 7. If for any reason it is held that the restrictions under the Section 7 are not reasonable or that consideration

therefor is inadequate, such restrictions shall be interpreted or modified to include as much of the duration and scope identified in the Section as will render such restrictions valid and enforceable.

7.7 Violations. In the event of any violation of the provisions of the Section 7, the Executive acknowledges and agrees that: (a) the post-termination restrictions contained in the Section 7 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation; (b) any severance payable which remains unpaid or other benefits yet to be received under Section 5.4.2 or 5.4.3 shall be forfeited by the Executive; and (c) any vested options not exercised as of the date of any violation of the provisions of the Section 7 shall be forfeited.

8. INDEMNIFICATION; DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

During the Term and thereafter, the Company shall indemnify and hold harmless the Executive and his heirs and representatives as, and to the extent, provided in the Company's by-laws. During the Term and thereafter, the Company shall also cover Executive under the Company's directors' and officers' liability insurance on the same basis as it covers other senior executive officers and directors of the Company.

9. MISCELLANEOUS

9.1 Notices. All notices or communications hereunder shall be in writing, addressed as follows (or to such other address as either party may have furnished to the other in writing by like notice):

To the Company: Impax Laboratories, Inc.
121 New Britain Boulevard
Chalfont, PA 18914
Attn: Chairman, Compensation Committee

To the Executive, at the last address for the Executive on the books of the Company.

All such notices shall be conclusively deemed to be received and shall be effective (i) if sent by hand delivery, upon receipt, (ii) if sent by telecopy or facsimile transmission, upon confirmation of receipt by the sender of such transmission, (iii) if sent by overnight courier, one business day after being sent by overnight courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, on the fifth day after the day on which such notice is mailed.

9.2 Severability. Each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

9.3 Binding Effect; Benefits. Executive may not delegate his duties or assign his rights hereunder. No rights or obligations of the Company under the Agreement may be assigned or transferred by the Company other than pursuant to a merger or consolidation in which the Company is not the continuing entity, or a sale, liquidation or other disposition of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets or businesses of the Company and assumes the liabilities, obligations and duties of the Company under the Agreement, either contractually or by operation of law. The Company further agrees that, in the event of any disposition of its business and assets described in the preceding sentence, it shall use its best efforts to cause such assignee or transferee expressly to assume the liabilities, obligations and duties of the Company hereunder. For the purposes of the Agreement, the term "**Company**" shall include the Company and, subject to the foregoing, any of its successors and assigns. The Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

9.4 Modification of Termination Benefits. In the event that RiskMetrics Group or a proxy advisory firm of similar stature recommends that stockholders do not vote in favor of the election of any of the Company's Directors because of any provision of Sections 5 or 7 of the Agreement, the Executive shall, upon request of the Company, enter into an amendment of the Agreement modifying or eliminating such provision to the extent necessary to cause withdrawal of such recommendation.

9.5 Entire Agreement. The Agreement, including the Exhibits hereto, represent the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all previous contracts, arrangements, proposed terms, or understandings between the Company and the Executive, including without limitation the Former Offer. The Agreement (including any of the Exhibits hereto) may be amended, modified or replaced at any time by mutual written agreement of the parties hereto. In the case of any conflict between any express term of the Agreement and any statement contained in any plan, program, arrangement, employment manual, memorandum or rule of general applicability of the Company, the Agreement shall control.

9.6 Withholding. The payment of any amount pursuant to the Agreement shall be subject to applicable withholding and payroll taxes, and such other deductions as may be required by applicable law.

9.7 Governing Law. The Agreement and the performance of the parties hereunder shall be governed by the internal laws (and not the law of conflicts) of the State of Delaware.

9.8 Arbitration. Any dispute or controversy, including but not limited to statutory discrimination claims and claims involving a class, arising under or in connection with the Agreement or the Executive's employment with the Company, other than injunctive relief under Section 7.7 hereof, shall be settled exclusively by arbitration, conducted before a single arbitrator in San Francisco, California (applying Delaware law) in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association then in effect. The decision of the arbitrator will be final and binding upon the parties hereto. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties acknowledge and

agree that in connection with any such arbitration and regardless of outcome (a) each party shall pay all its own costs and expenses, including without limitation its own legal fees and expenses, and (b) joint expenses shall be borne equally among the parties. EACH PARTY WAIVES RIGHT TO TRIAL BY JURY.

9.9 Section 409A of the Code.

9.9.1 It is intended that the provisions of the Agreement comply with Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively "**Code Section 409A**"), and all provisions of the Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. If any provision of the Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, the Company shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Executive and the Company of the applicable provision shall be maintained, but the Company shall have no obligation to make any changes that could create any additional economic cost or loss of benefit to the Company. The Company shall timely use its reasonable business efforts to amend any plan or program in which the Executive participates to bring it in compliance with Code Section 409A. Notwithstanding the foregoing, the Company shall have no liability with regard to any failure to comply with Code Section 409A so long as it has acted in good faith with regard to compliance therewith.

9.9.2 A termination of employment shall not be deemed to have occurred for purposes of any provision of the Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "**Separation from Service**" within the meaning of Code Section 409A and, for purposes of any such provision of the Agreement, references to a "**resignation,**" "**termination,**" "**termination of employment**" or like terms shall mean Separation from Service. If the Executive is deemed on the Date of Termination to be a "**specified employee,**" within the meaning of that term under Section (a)(2)(B) of Code Section 409A ("**Code Section 409(a)(2)(B)**")and using the identification methodology selected by the Company from time to time, or if none, the default methodology, then with regard to any payment, the providing of any benefit or any distribution of equity made subject to the Section 9.9.2, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment, the provision of any other benefit or any other distribution of equity that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment, benefit or distribution shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or (ii) the date of the Executive's death. On the first day of the seventh month following the date of Executive's Separation from Service or, if earlier, on the date of his death, (x) all payments delayed pursuant to the Section 9.9.2 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under the Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein and (y) all distributions of equity delayed pursuant to the Section 9.9.2

shall be made to the Executive. In addition to the foregoing, to the extent required by Code Section 409A(a)(2)(B), prior to the occurrence of both a Disability termination as provided in Section 5.1.2 hereof and the Executive's becoming "disabled" under Code Section 409A, the payment of any compensation to the Executive under the Agreement shall be suspended for a period of six months commencing at such time that the Executive shall be deemed to have had a Separation from Service because either (A) a sick leave ceases to be a bona fide sick leave of absence, or (B) the permitted time period for a sick leave of absence expires (an "**SFS Disability**"), without regard to whether such SFS Disability actually results in a Disability termination. Promptly following the expiration of such six-month period, all compensation suspended pursuant to the foregoing sentence (whether it would have otherwise been payable in a single sum or in installments in the absence of such suspension) shall be paid or reimbursed to the Executive in a lump sum. On any delayed payment date under the Section 9.9.2, there shall be paid to the Executive or, if the Executive has died, to his estate, in a single cash lump sum together with the payment of such delayed payment, interest on the aggregate amount of such delayed payment at the Delayed Payment Interest Rate (as defined below) computed from the date on which such delayed payment otherwise would have been made to the Executive until the date paid. For purposes of the foregoing, the "**Delayed Payment Interest Rate**" shall mean the short term Applicable Federal Rate as of the business day immediately preceding the payment date for the applicable delayed payment.

9.9.3 With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code and the regulations and guidance promulgated thereunder solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

9.10 Survival. Except as otherwise expressly set forth in the Agreement, upon the expiration of the Term, the respective rights and obligations of the parties shall survive such expiration to the extent necessary to carry out the intentions of the parties as embodied in the Agreement. The Agreement shall continue in effect until there are no further rights or obligations of the parties outstanding hereunder and shall not be terminated by either party without the express prior written consent of both parties.

9.11 Counterparts. The Agreement may be executed in counterparts (including by electronic transmission) which, when taken together, shall constitute one and the same agreement of the parties.

9.12 Company Representations. The Company represents and warrants to the Executive that (i) the execution, delivery and performance of the Agreement (and the agreements referred to herein) by the Company has been fully and validly authorized by all necessary corporate action, (ii) the officer signing the Agreement on behalf of the Company is duly

authorized to do so, (iii) the execution, delivery and performance of the Agreement does not violate any applicable law, regulation, order, judgment or decree or any agreement, plan or corporate governance document to which the Company is a party or by which it is bound and (iv) upon execution and delivery of the Agreement by the Executive and the Company, it shall be a valid and binding obligation of the Company enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused the Agreement to be duly executed and the Executive has hereunto set his hand, as of the date first set forth above.

IMPAX LABORATORIES, INC.

By:_____
Name: Larry Hsu
Title: President & CEO

_____
Jeffrey Nornhold

EXHIBIT A

Form of General Release and Waiver

The General Release and Waiver (the "**Release**") is entered into effective as of _____ ___, 20__, by _____(the "**Executive**") in favor of Impax Laboratories, Inc. (the "**Company**").

1. Confirmation of Termination. The Executive's employment with the Company is terminated as of _____, 20__ (the "**Termination Date**"). Except as set forth in the Employment Agreement (as defined below), the Executive acknowledges that the Termination Date is the termination date of his employment for purposes of participation in and coverage under all benefit plans and programs sponsored by or through the Company. The Executive acknowledges and agrees that the Company shall not have any obligation to rehire the Executive, nor shall the Company have any obligation to consider him for employment, after the Termination Date. The Executive agrees that he will not seek employment with the Company at any time in the future.

2. Resignation. Effective as of the Termination Date, the Executive hereby resigns as an officer and director of the Company and any of its affiliates and from any such positions held with any other entities at the direction or request of the Company or any of its affiliates. The Executive agrees to promptly execute and deliver such other documents as the Company shall reasonably request to evidence such resignations. In addition, the Executive hereby agrees and acknowledges that the Termination Date shall be date of his termination from all other offices, positions, trusteeships, committee memberships and fiduciary capacities held with, or on behalf of, the Company or any of its affiliates.

3. Termination Benefits. Upon the Executive's execution and delivery of the Release and failure to revoke it within the time specified in Section 10 below, then, subject to Section 9 below, the Executive will be entitled to the payments and benefits (subject to taxes and all applicable withholding requirements) set forth under Section [5.4.2] [5.4.3] of the Employment Agreement effective as of November ____, 2011 between the Company and the Executive (the "**Employment Agreement**") and the distribution with respect to the restricted stock and stock options set forth under Section [5.4.2] [5.4.3] [5.4.6] of the Employment Agreement (the "**Termination Benefits**"). Notwithstanding anything herein to the contrary, the Amounts and Benefits (as defined in the Employment Agreement) shall not be subject to the Executive's execution of the Release. The Executive acknowledges and agrees that the Termination Benefits exceed any payment, benefit, or other thing of value to which the Executive might otherwise be entitled under any policy, plan or procedure of the Company and/or any agreement between the Executive and the Company, except as provided above.

4. General Release and Waiver. In consideration of the Termination Benefits, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Executive for himself and for his heirs, executors, administrators, trustees, legal representatives

and assigns (collectively, the "**Releasors**"), hereby releases, remises, and acquits the Company and its affiliates and all of their respective past, present and future parent entities, subsidiaries, divisions, affiliates and related business entities, any of their successors and assigns, assets, employee benefit plans or funds, and any of their respective past and/or present directors, officers, fiduciaries, agents, trustees, administrators, managers, supervisors, shareholders, investors, employees, legal representatives, agents, counsel and assigns, whether acting on behalf of the Company or its affiliates or, in their individual capacities (collectively, the "**Releasees**" and each a "**Releasee**") from any and all claims, known or unknown, which the Releasors have or may have against any Releasee arising on or prior to the date of the Release and any and all liability which any such Releasee may have to the Releasors, whether denominated claims, demands, causes of action, obligations, damages or liabilities arising from any and all bases, however denominated, including but not limited to (a) any claim under the Age Discrimination in Employment Act of 1967 including the Older Workers Benefits Protection Act, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1866, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Immigration Reform and Control Act of 1986, the Employee Retirement Income Security Act of 1974, (excluding claims for accrued, vested benefits under any employee benefit or pension plan of the Company, subject to the terms and conditions of such plan and applicable law), and the Sarbanes-Oxley Act of 2002, all as amended; (b) any claim under the California Fair Employment and Housing Act and any other provision of the California Labor Law, all as amended, or any other similar state or local laws; (c) any claim under any other Federal, state, or local law and any workers' compensation or disability claims under any such laws to the extent such claims are waivable; and (d) any claim for attorneys' fees, costs, disbursements and/or the like. The Release includes, without limitation, any and all claims arising from or relating to the Executive's employment relationship with Company and his service relationship as an officer or director of the Company or any of its affiliates, or as a result of the termination of such relationships. Notwithstanding any other provision of the Release, the Release is not intended to interfere with the Executive's right to file a charge with the Equal Employment Opportunity Commission ("**EEOC**") in connection with any claim he believes he may have against any Releasee. However, by executing the Release, the Executive hereby waives the right to recover in any proceeding the Executive may bring before the EEOC or any state human rights commission or in any proceeding brought by the EEOC or any state human rights commission on the Executive's behalf. The Release is for any relief, no matter how denominated, including, but not limited to, injunctive relief, wages, back pay, front pay, compensatory damages, punitive damages, and attorneys' fees. The Release shall not apply to (i) the obligation of the Company to provide the Executive with the Amounts and Benefits and the Termination Benefits and any provision relating thereto under the Employment Agreement; (ii) the Executive's rights to indemnification from the Company or rights to be covered under any applicable insurance policy with respect to any liability the Executive incurred or might incur as an employee, officer or director of the Company including, without limitation, the Executive's rights under Section 8 of the Employment Agreement; or (iii) any right the Executive may have to obtain contribution as permitted by law in the event of entry of judgment against the Executive as a result of any act or failure to act for which the Executive, on the one hand, and Company or any other Releasee, on the other hand, are jointly liable.

The Executive waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California, to the extent applicable, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Executive hereby acknowledges that the foregoing waiver is an essential and material term of the Release.

5. Continuing Covenants. The Executive acknowledges and agrees that he remains subject to the provisions of Section 7 of the Employment Agreement which shall remain in full force and effect for the periods set forth therein.

6. No Admission. The Release does not constitute an admission of liability or wrongdoing of any kind by the Company or any other Releasee. The Release is not intended, and shall not be construed, as an admission that any Releasee has violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong whatsoever against any Releasor.

7. Heirs and Assigns. The terms of the Release shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

8. Miscellaneous. The Release will be construed and enforced in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law. If any provision of the Release is held by a court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions will be enforced to the maximum extent possible. The parties acknowledge and agree that, except as otherwise set forth herein, the Release constitutes the complete understanding between the parties with regard to the matters set forth herein and, except as otherwise set forth herein, supersede any and all agreements, understandings, and discussions, whether written or oral, between the parties. No other promises or agreements are binding unless in writing and signed by each of the parties after the Release Effective Date (as defined below). Should any provision of the Release require interpretation or construction, it is agreed by the parties that the entity interpreting or constructing the Release shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

9. Knowing and Voluntary Waiver. The Executive acknowledges that he: (a) has carefully read the Release in its entirety; (b) has had an opportunity to consider it for at least 21 days; (c) is hereby advised by the Company in writing to consult with an attorney of his choosing in connection with the Release; (d) fully understands the significance of all of the terms and conditions of the Release and has discussed them with his independent legal counsel, or had a reasonable opportunity to do so; (e) has had answered to his satisfaction any questions he has asked with regard to the meaning and significance of any of the provisions of the Release and has not relied on any statements or explanations made by any Releasee or their counsel; (f) understands that he has seven days in which to revoke the Release (as described in Section 10) after signing it and (g) is signing the Release voluntarily and of his own free will and agrees to abide by all the terms and conditions contained herein.

10. Effective Time of Release. The Executive may accept the Release by signing it and delivering it to the Company as provided in Section 9.1 of the Employment Agreement within 21 days of his receipt hereof. After executing the Release, the Executive will have seven days (the "**Revocation Period**") to revoke the Release by indicating his desire to do so in writing delivered to the Company in accordance with Section 9.1 of the Employment Agreement by no later than 5:00 p.m. EST on the seventh day following the date on which he executes and delivers the Agreement. The effective date of the Agreement shall be the eighth day after the Executive executes and delivers the Agreement (the "**Release Effective Date**"). If the last day of the Revocation Period falls on a Saturday, Sunday or holiday, the last day of the Revocation Period will be deemed to be the next business day. If the Executive does not execute the Release or exercises his right to revoke hereunder, he shall forfeit his right to receive any of the Termination Benefits, and to the extent such Termination Benefits have already been provided, the Executive agrees that he will immediately reimburse the Company for the amounts of such payment.

IN WITNESS WHEREOF, the Executive has duly executed the Release as of the date first set forth above.

EXECUTIVE:

_____

Name:

Exhibit 10.6.2

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this " Amendment ") is made and entered into effective as of April 1, 2014 (the " Effective Date "), by and between Impax Laboratories, Inc., a Delaware corporation (the " Company "), and Jeffrey Nornhold (the " Executive ").

WHEREAS , the Company and the Executive are parties to that certain Employment Agreement between the Company and Executive, dated as of November 28, 2011 (the " Agreement "), which sets forth the terms of the Executive's employment with the Company;

WHEREAS , the Company and the Executive desire to amend the Agreement, as set forth herein.

NOW, THEREFORE , in consideration of the premises and the mutual covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows, effective as of the Effective Date.

1. The second sentence of Section 1.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

"The Agreement will automatically be renewed for single one-year periods unless written notice of non-renewal (a " **Non-Renewal Notice** ") is provided by either party at least ninety (90) days prior to the end of the Initial Term or the successive one-year period then in effect or unless earlier terminated as provided in the Agreement."

2. The first sentence of Section 1.2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

"During the period commencing April 1, 2014 and ending on the last day of the Term (the " **Promotion Term** "), the Executive shall have the title of Senior Vice President, Technical Operations for the Company and shall have general responsibility for all manufacturing plant operations (including global internal operations and external contract manufacturing organizations and internal and external packaging and distributions facilities), facilities engineering, maintenance, safety, security, and technical support, for ensuring that the products manufactured by the Company are of the highest quality and ensuring the Company is in compliance at all times with good manufacturing practices, company requirements, and all applicable federal and state regulatory requirements, and such other authorities, duties and responsibilities as may from time to time be delegated to him by the Chief Executive Officer of the Company."

3. Section 2.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

"During the Promotion Term, the Executive shall be entitled to receive an annualized base salary of $440,926.84 (paid biweekly at $16,958.72, less standard deductions and withholdings), subject to increase or decrease, as determined by the Board or its Compensation Committee from time to time in its discretion, payable in accordance with the payroll practices of the Company (the " **Base Salary** ")."

4. The following is hereby added to the end of Section 2.3 of the Agreement:

"Without limiting the foregoing, in May 2014, the Executive shall receive a grant of stock options and/or restricted stock when equity award grants are made to other executives of the Company on similar terms and conditions and in similar amounts to similarly situated executives, as may be adjusted by the Compensation Committee, in its sole discretion, to reflect the equity grant received by the Executive in October 2013."

5. The word "or" at the end of Section 5.1.3(vii) of the Agreement is hereby deleted.

6. The following sentence is hereby inserted as Section 5.1.3(viii) of the Agreement and the remaining subsection of Section 5.1.3 of the Agreement is hereby renumbered accordingly:

"(viii) the delivery to Executive by the Company of a Non-Renewal Notice; or"

7. Section 5.4.2(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

"(i) Subject to Section 9.9.2, an amount equal to the sum of (x) the balance of the Base Salary due under the Agreement or one and one half (1.5) times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), whichever is the greater, plus (y) an amount equal to one and one half (1.5) times the average of the Incentive Bonus the Executive received from the Company for all fiscal years completed during the Term, with the aggregate amount due paid in equal installments on the Company's normal payroll dates for a period of twelve (12) months from the Date of Termination in accordance with the normal payroll practices of the Company, with each such payment deemed to be a separate payment for the purposes of Code Section 409A (as defined below)."

8. Section 5.4.3(i) of the Agreement is hereby deleted and replaced in its entirety with the following:

"(i) subject to Section 9.9.2, an amount equal to the sum of (x) the balance of the Base Salary due under the Agreement or two and one quarter (2.25) times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), whichever is the greater, plus (y) an amount equal to two and one quarter (2.25) times the average of the Incentive Bonus the Executive received from the Company for all fiscal years completed during the Term, with the aggregate amount due paid in equal installments on the Company's normal payroll dates for a period of twelve (12) months from the Date of Termination in accordance with the normal payroll practices of the Company, with each such payment deemed to be a separate payment for the purposes of Code Section 409A (as defined below)."

9. **Counterparts** . This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

10. **Ratification** . All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. The Agreement, as hereby amended, and any attachments thereto, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements, arrangements, dealings or writings between the parties, and from and after the date of this Amendment, all references to the term " Agreement " in this Amendment or the original Agreement shall include the terms contained in this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF , this Amendment to Employment Agreement has been duly executed by or on behalf of the parties hereto as of the Effective Date.

EXECUTIVE

/s/ Jeffrey D. Nornhold
Name: Jeffrey D. Nornhold

IMPAX LABORATORIES, INC.

By: /s/ Robert L. Burr
Name: Robert L. Burr
Title: Chairman of the Board of Directors

Exhibit 10.6.3

Private & Confidential

April 1, 2014

Jeffrey D. Nornhold
357 Golden Grass Drive
Alamo, CA 95407

Dear Jeffrey:

As an incentive to you to maintain your employment with Impax Laboratories, Inc. (the " Company "), and in consideration of your continued services to the Company, the Company wishes to offer to you an increase in your annual cash bonus opportunity, a one-time cash retention bonus opportunity and a one-time performance bonus opportunity, subject to the terms and conditions of this letter agreement (the " Letter Agreement ").

The Company treats information regarding compensation as highly confidential and we take great efforts on behalf of our employees to respect the privacy of their individualized compensation arrangements. We encourage you to do the same: please honor our efforts in this regard and respect your colleagues by not sharing the contents of this Letter Agreement with them.

1. **Incentive Bonus** . For the period on and after April 1, 2014 (the " Commencement Date "), your Incentive Bonus (as defined in that certain Employment Agreement between you and the Company, dated as of November 28, 2011, as amended) shall be targeted at 60% of your annual base salary paid after the Commencement Date and may be paid out at up to 90% of your 2014 annual base salary paid after the Commencement Date, in each case, depending on the achievement of certain business and individual objectives and criteria.

2. **Retention Bonus** .

   (a) You will be eligible to receive a retention bonus in the amount of $569,530.50 (the " Retention Bonus "), which constitutes approximately one-hundred percent (100%) of your annual base salary ($367,439.03) plus one-hundred percent (100%) of your target bonus ($202,091.48, which constitutes 55% of your annual base salary), each as of March 14, 2014, subject to the terms and conditions of this Letter Agreement.

   (b) Your eligibility for the Retention Bonus is contingent on you remaining an employee of the Company in good standing during the period (the " Service Period ") commencing on the date of this Letter Agreement and ending on the earlier of April 1, 2015 or the date your employment with the Company is terminated by the Company for other than Cause (as defined in that certain Employment Agreement between you and the Company, dated as of November 2011, as amended). If your employment with the Company terminates for any reason prior to the end of the Service Period, you will not be eligible for the Retention Bonus.

   (c) Notwithstanding anything to the contrary in this Letter Agreement, the Retention Bonus will be prorated over the Service Period for any days that you are on an approved leave of absence.

3. **Performance Bonus** .

   (a) You will also be eligible to receive a one-time bonus in the amount not to exceed $200,000 (the "Performance Bonus", and together with the Retention Bonus, the "Special Bonuses"), subject to the terms and conditions of this Letter Agreement.

   (b) Your entitlement to, and amount of, the Performance Bonus is contingent on the Compensation Committee's' determination , which among other matters, will consider (i) the Company's receipt of Voluntary Action Indicated (VAI) status or better from the Food and Drug Administration allowing for the approval of generic products currently on hold due to the Food and Drug Administration warning letter relating to our Hayward site with minimal disruption of commercial production at the Company's facilities in Hayward, California and Taiwan, as determined by the Company, (ii) Food and Drug Administration approval of the New Drug Application for RYTARY (unless non-approval is caused by reasons unrelated to manufacturing or other quality compliance, in which case this subclause (ii) shall be deemed satisfied) (the " Performance Goals ") on or prior to December 31, 2015 (such achievement, a " Qualifying Achievement "), and (iii) your continued employment with the Company as Senior Vice President, Global Quality Affairs, or higher through the date of the Qualifying Achievement. In the event that the Qualifying Achievement has not occurred on or prior to December 31, 2015 or your employment with the Company is terminated, or you are demoted to a level below Senior Vice President, for any reason prior to the Qualifying Achievement, you will not be eligible for a Performance Bonus.

4. **Payment** . The Company will make reasonable efforts to pay any Special Bonus earned or awarded pursuant to this Letter Agreement, less required withholding obligations and authorized deductions, within thirty (30) days following the date such Special Bonus becomes earned.

5. **No Effect on Other Compensation or Benefits** . The Special Bonuses will not be deemed part of base salary for any bonus calculations, not be subject to the Company's deferred compensation plan and not be taken into account in determining the amount of any other Company provided benefit.

6. **Acknowledgements** . You acknowledge and agree that:

   (a) your employment remains "at-will" and nothing herein shall be construed as a guarantee of continued employment for any specific period of time;

   (b) in signing this Letter Agreement, you are not relying on any promises or representations, whether written or oral, not contained in this Letter Agreement, and have decided to sign based solely on the terms of this Letter Agreement;

   (c) nothing in this Letter Agreement shall be considered a guarantee that you will receive a Special Bonus or that you will have any right to other incentives or bonus opportunities;

   (d) you have not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any affiliate of the Company with any governmental agency or court and have no intent to file any such filings or knowledge of any claims which could implicate such filings; and

   (e) you have been paid all compensation, wages, bonuses, commissions, and/or benefits to which you may be entitled as of the payroll date immediately preceding the date of this Letter Agreement.

7. **Miscellaneous** .

(a) Governing Law . This Letter Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

(b) Assignment and Transfer . Your rights and obligations under this Letter Agreement shall not be transferable by assignment or otherwise, and any purported assignment, transfer or delegation thereof shall be void. This Letter Agreement shall inure to the benefit of, and be binding upon and enforceable by, any purchaser of substantially all of the Company's assets, any corporate successor to the Company or any assignee thereof.

(c) Entire Agreement . This Letter Agreement contains the entire agreement and understanding between you and the Company with respect to the Special Bonuses, and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between you and the Company regarding any entitlement to any retention or other special bonus.

(d) Amendment and Waiver . This Letter Agreement may not be amended, modified, waived or discharged except by a writing signed by both you and the Company. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance.

(e) Dispute Resolution . Any dispute arising under this Letter Agreement shall be resolved in accordance with the Arbitration of Disputes Agreement attached to this Letter Agreement.

(f) Counterparts . This Letter Agreement may be executed in multiple counterparts, each of which shall be considered to have the force and effect of an original.

We are pleased to offer you this opportunity to participate in the continued growth and success of the Company. If you agree to the terms and conditions of the Letter Agreement, please sign below and return the original, together with an original signed copy of the Arbitration of Disputes Agreement, to Mark A. Schlossberg by April 1, 2014; otherwise, this Letter Agreement will be deemed null and void.

Sincerely,

/s/ Robert L. Burr
Robert L. Burr
Impax Laboratories, Inc.
Chairman of the Board of Directors

Acknowledged and agreed to:

(Signature) /s/ Jeffrey D. Nornhold — April 1, 2014
Jeffrey D. Nornhold — Date

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, G. Frederick Wilkinson, certify:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2014 of Impax Laboratories, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2014

By: */s/ G. Frederick Wilkinson*
G. Frederick Wilkinson
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO

SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Bryan M. Reasons, certify:

1. I have reviewed this Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2014 of Impax Laboratories, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2014

By: *<u>/s/ Bryan M. Reasons</u>*
Bryan M. Reasons
Chief Financial Officer and Senior Vice President, Finance

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Impax Laboratories, Inc. (the "Company") for the fiscal quarter ended June 30, 2014 (the "Report"), G. Frederick Wilkinson, President and Chief Executive Officer, hereby certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code), that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2014 By: */s/ G. Frederick Wilkinson*
G. Frederick Wilkinson
President and Chief Executive Officer

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code) and is not being filed as part of the Report or as a separate disclosure document.

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Impax Laboratories, Inc. (the "Company") for the fiscal quarter ended June 30, 2014 (the "Report"), Bryan M. Reasons, Chief Financial Officer, and Senior Vice President, Finance hereby certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code), that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

August 6, 2014

By: *<u>/s/ Bryan M. Reasons</u>*
Bryan M. Reasons
Chief Financial Officer and Senior Vice President,
Finance

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code) and is not being filed as part of the Report or as a separate disclosure document.