

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impax Laboratories, Inc.		08/04/2015	CORPORATION: DELAWARE
Tower Holdings, Inc.		08/04/2015	CORPORATION: DELAWARE
Lineage Therapeutics Inc.		08/04/2015	CORPORATION: DELAWARE
Corepharma, L.L.C.		08/04/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
Amedra Pharmaceuticals LLC		08/04/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3933211	GLOBAL
Registration Number:	3778453	ELADUR
Registration Number:	4724116	RYTARY
Registration Number:	3849981	COREPHARMA
Registration Number:	3930148	ISODITRATE
Registration Number:	4013212	AMEDRA
Registration Number:	1177791	DEXEDRINE
Registration Number:	3797506	ADRENACLICK
Registration Number:	3101978	TWINJECT
Registration Number:	3449047	TWINJECT AUTO-INJECTOR
Registration Number:	2992781	TWINJECT
Registration Number:	4503141	LINEAGE THERAPEUTICS
Registration Number:	4503142	LINEAGE THERAPEUTICS
Serial Number:	86598890	NUMIENT

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2123037064*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 75 East 55th Street**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 78436.00180**NAME OF SUBMITTER:** Christine Dionne**SIGNATURE:** /Christine Dionne/**DATE SIGNED:** 08/05/2015**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 4, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of ROYAL BANK OF CANADA, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of August 4, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), among IMPAX LABORATORIES, INC., a Delaware corporation (the “**Borrower**” or “**Impax**”), the Lenders party thereto from time to time, ROYAL BANK OF CANADA, as the Administrative Agent and the Collateral Agent, and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated as of August 4, 2015, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto (the “**Trademark Collateral**”); *provided*, that in no event shall the Trademark Collateral include, and the security interest shall not attach to, any Excluded Asset, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair

the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

IMPAX LABORATORIES, INC., Grantor

By: 

Name: Bryan Reasons

Title: Senior Vice President, Finance and Chief Financial Officer

TOWER HOLDINGS, INC., Grantor

By: 

Name: Bryan Reasons

Title: Chief Financial Officer, Treasurer and Vice President

LINEAGE THERAPEUTICS INC., Grantor

By: 

Name: Bryan Reasons

Title: Chief Financial Officer, Treasurer and Vice President

COREPHARMACY, L.L.C., Grantor

By: 

Name: Bryan Reasons

Title: Chief Financial Officer

AMEDRA PHARMACEUTICALS LLC, Grantor

By: 

Name: Bryan Reasons

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

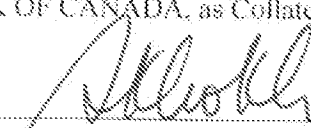
TRADEMARK
REEL: 005593 FRAME: 0020

ROYAL BANK OF CANADA, as Collateral Agent

By:

Name:

Its Duly Authorized Signatory


Susan Khokher
Manager, Agency

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005593 FRAME: 0021

SCHEDULE A

Owner	MARK	SERIAL NO. / REG. NO.	APP DATE / REG. DATE
Impax Laboratories, Inc.	GLOBAL (w/ logo)	US Reg. No. 3,933,211	March 22, 2011
Impax Laboratories, Inc.	ELADUR	US Reg. No. 3,778,453	April 20, 2010
Impax Laboratories, Inc.	RYTARY	US Reg. No. 4,724,116	April 21, 2015
CorePharma, L.L.C.	Corepharma	US Reg. No. 3,849,981	September 21, 2010
CorePharma, L.L.C.	Isoditrate	US Reg. No. 3,930,148	March 8, 2011
Amedra Pharmaceuticals LLC	Amedra	US Reg. No. 4,013,212	August 16, 2011
Amedra Pharmaceuticals LLC	Dexedrine	US Reg. No. 1,177,791	November 17, 1981
Lineage Therapeutics Inc.	Adrenaclick	US Reg. No. 3,797,506	June 1, 2010
Lineage Therapeutics Inc.	Twinject	US Reg. No. 3,101,978	June 6, 2006
Lineage Therapeutics Inc.	Twinject Auto-injector	US Reg. No. 3,449,047	June 17, 2008
Lineage Therapeutics Inc.	Twinject	US Reg. No. 2,992,781	September 6, 2005
Lineage Therapeutics Inc.	Lineage Therapeutics	US Reg. No. 4,503,141	March 25, 2014
Lineage Therapeutics Inc.	Lineage Therapeutics	US Reg. No. 4,503,142	March 25, 2014

Impax Laboratories, Inc.	NUMIENT	Pending (Appl. No. 86/598,890)	April 15, 2015
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