

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS RESIGNING ADMINISTRATIVE AGENT		04/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SUCCESSOR ADMINISTRATIVE AGENT		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3774019	AKORN	
Registration Number:	2340300	T TAYLOR PHARMACEUTICALS AN AKORN COMPAN	
Registration Number:	2389845	INDIGO CARMINE	
Registration Number:	2429583	AKWA TEARS	
Registration Number:	2429584	TEARS RENEWED	
Registration Number:	2509820	MYOCHRYSSINE	
Registration Number:	2775998	PAREMYD	
Registration Number:	0318890	MYOCHRYSSINE	
Registration Number:	0783911	INAPSINE	
Registration Number:	0789323	FLURESS	
Registration Number:	0808363	CAPASTAT	
Registration Number:	1464240	TROPICACYL	
Registration Number:	1464246	AK-FLUOR	
Registration Number:	1464243	AK-TAINE	
Registration Number:	1464245	AK-TROL	
Registration Number:	1464242	FLUORACAINE	
Registration Number:	1464244	GENTAK	

OP \$515.00 3774019

Property Type	Number	Word Mark
Registration Number:	2189196	IC-GREEN
Registration Number:	3631872	AKTEN
Registration Number:	3954229	ADVANCING THE NEW VISION

CORRESPONDENCE DATA

Fax Number: 7202743133

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: 720-598-3456

Email: lorri.strizich@wilmerhale.com

Correspondent Name: LORRI STRIZICH

Address Line 1: C/O WILMERHALE

Address Line 2: 1225 17TH STREET, SUITE 2600

Address Line 4: DENVER, COLORADO 80202

NAME OF SUBMITTER: Lorri Strizich

SIGNATURE: /lorristrizich/

DATE SIGNED: 04/01/2020

Total Attachments: 6

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**Assignment and Assumption of
Confirmatory Grant of Security Interest in United States Trademarks**

This ASSIGNMENT AND ASSUMPTION OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Assignment and Assumption”) effective as of April 1, 2020 (“Effective Date”) is made by JPMorgan Chase Bank, N.A., as resigning administrative agent, as assignor (“Assignor”), and Wilmington Savings Fund Society, FSB, a federal savings bank, as successor administrative agent, as assignee (“Assignee”);

WHEREAS, Akorn, Inc., a Louisiana corporation (“Grantor”), and Assignor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks dated as of April 17, 2014 (“Trademark Security Agreement”) pursuant to that certain Term Loan Pledge and Security Agreement dated as of April 17, 2014 among Grantor, the other Loan Parties listed on the signature pages thereto, and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), and that certain Loan Agreement dated April 17, 2014 among Grantor, the Loan Guarantors, the Lenders party thereto and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, including such other trademark rights set forth in the Trademark Security Agreement (“Trademark Collateral”) which Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 5264 Frame 0153; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement dated as of the date hereof by and among Assignor as resigning administrative agent and Assignee as succeeding administrative agent, among other parties (“Instrument”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Loan Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A.,
as Assignor

By: Justin Martin
Name: Justin Martin
Title: Authorized Officer

Accepted:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Assignee

By: _____

Name:

Title:



Geoffrey J. Lewis
Vice President

[Signature Page to Assignment and Assumption of Patent Security Agreement – Akorn – 2014]

TRADEMARK
REEL: 006905 FRAME: 0099

Exhibit A

Trademark Collateral

<u>Trademark</u>	<u>Status in Trademark</u>	<u>Registration/ Application No.</u>	<u>Country</u>
AKORN	Registered	3,774,019 (April 13, 2010)	United States
AKORN	Awaiting Initial Response from UTO	441,150 (Nov. 21, 2012)	Uruguay
TAYLOR PHARMACEUTICALS	Renewed	2,340,300 (April 11, 2000)	United States
INDIGO CARMINE	Renewed	2,389,845 (Sept. 26, 2000)	United States
AKWA TEARS	Renewed	2,429,583 (Feb. 20, 2001)	United States
TEARS RENEWED	Renewed	2,429,584 (Feb. 20, 2001)	United States
MYOCHRYSINE	Renewed	2,509,820 (Nov. 20, 2001)	United States
PAREMYD	Registered	2,775,998 (October 21, 2003)	United States
MYOCHRYSINE	Renewed	318,890 (Nov. 6, 1934)	United States
INAPSINE	Renewed	783,911 (January 26, 1965)	United States
FLURESS	Renewed	789,323 (May 11, 1965)	United States
CAPASTAT	Renewed	808,363 (May 17, 1966)	United States
CAPASTAT	Renewed	TM1479666 (November, 10, 1966)	Canada
TROPICACYL	Renewed	1,464,240 (Nov. 10, 1987)	United States
AK-FLUOR	Renewed	1,464,246 (Nov. 10, 1987)	United States
AK-TAINE	Renewed	1,464,243 (Nov. 10, 1987)	United States

AK-TROL	Renewed	1,464,245 (Nov. 10, 1987)	United States
FLUORACAINE	Renewed	1,464,242 (Nov. 10, 1987)	United States
GENT-AK	Renewed	1,464,244 (Nov. 10, 1987)	United States
IC-GREEN	Renewed	2,189,196 (Sept. 15, 1998)	United States
IC-GREEN	Renewed	TMA531645 Aug 23, 2000	Canada
AKTEN	Registered	3,631,872 (June 2, 2009)	United States
ADVANCING THE NEW VISION	Registered	3,954,229 (May 3, 2011)	United States
IC-GREEN	Registered	TMA531645 (August 23, 2000)	Canada
IC-GREEN	Registered	447511 (Dec. 15, 1997)	Switzerland
IC-GREEN	Registered	97/684025 (December 5, 1997)	France
IC-GREEN	Registered	39729824 (Sept. 16, 1997)	Germany
IC-GREEN	Registered	794028 (Nov. 29, 1999)	Italy
IC-GREEN	Registered	VR 199703234 (July 25, 1997)	Denmark