TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM610992

NATURE OF CONVEYANCE: Corr	rective Assignment to correct the schedule of trademark applications
and previous conf	registrations to be assigned to Akorn Operating Company LLC viously recorded on Reel 007101 Frame 0022. Assignor(s) hereby firms the assignment of the trademark applications and registrations to rn Operating Company LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akorn, Inc.		10/01/2020	Corporation: DELAWARE
Advanced Vision Research, LLC		10/01/2020	Limited Liability Company: DELAWARE
Hi-Tech Pharmacal Co., LLC		10/01/2020	Limited Liability Company: DELAWARE
Akorn Animal Health, LLC		10/01/2020	Limited Liability Company: DELAWARE
Clover Pharmaceuticals LLC		10/01/2020	Limited Liability Company: DELAWARE
Akorn International S.A.R.L.		10/01/2020	Private Limited Liability Company: LUXEMBOURG
Oak Pharmaceuticals, LLC		10/01/2020	Limited Liability Company: DELAWARE
Inspire Pharmaceuticals, LLC		10/01/2020	Limited Liability Company: DELAWARE
VersaPharm LLC		10/01/2020	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Akorn Operating Company LLC
Street Address:	1925 W. Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Serial Number:	85114820	ADVANCING THE NEW VISION
Serial Number:	73652686	AK-FLUOR
Serial Number:	77589830	AKORN

TRADEMARK REEL: 007169 FRAME: 0611

900582325

Serial Number: 7	77012922	AKORN
		ALCTEAL
		AKTEN
Serial Number: 7	75829828	AKWA TEARS
Serial Number: 7	72124870	AMICAR
Serial Number: 7	73815445	ANASED
Serial Number: 7	74628335	BETIMOL
Serial Number: 7	77492827	BUTORPHIC
Serial Number: 7	72221381	CAPASTAT
Serial Number: 8	35961915	CONTROL THE UNCONTROLLABLE
Serial Number: 7	74389373	DIABETIC TUSSIN
Serial Number: 8	36025876	DIADERM
Serial Number: 8	36773391	EYE RX DIRECT
Serial Number: 8	37007235	FAST AND FIERCE RELIEF
Serial Number: 7	72203731	FLURESS
Serial Number: 7	73652684	GENTAK
Serial Number: 8	35961910	GROUNDED IN SCIENCE. PROVEN IN PRACTICE
Serial Number: 7	75315149	IC-GREEN
Serial Number: 7	72190096	INAPSINE
Serial Number: 7	75825569	INDIGO CARMINE
Serial Number: 7	76308782	INSPIRE
Serial Number: 7	76309035	INSPIRE
Serial Number: 8	35121025	JEFFREY P. GILBARD, MD
Serial Number: 7	76052135	MAGINEX
Serial Number: 7	75576028	MAG-OX 400
Serial Number: 8	37007233	MASTER OF MAGNESIUM
Serial Number: 8	36210334	MULTI-BETIC
Serial Number: 7	76178246	MYOCHRYSINE
Serial Number: 8	35071559	MYORISAN
Serial Number: 7	71308321	NEMBUTAL
Serial Number: 8	35967253	OSMO-CORRECTION
Serial Number: 7	75839701	PAREMYD
Serial Number: 7	78329276	PHARMACEUTICAL GRADE
Serial Number: 8	35967251	RESTORES EYES NATURAL BALANCE
Serial Number: 7	78862364	SINUS BUSTER
Serial Number: 7	78850704	SINUS BUSTER ALL NATURAL NASAL SPRAY
Serial Number: 7	78459733	STERILID
	75572570	T TAYLOR PHARMACEUTICALS AN AKORN COMPAN
Serial Number: 7	75829829	TEARS RENEWED

Property Type	Number	Word Mark	
Serial Number:	88457133	THERA TEARS	
Serial Number:	74615598	THERATEARS	
Serial Number:	86260607	THERAPY FOR YOUR EYES	
Serial Number:	87049747	THERATEARS EXTRA	
Serial Number:	76427523	THERATEARS	
Serial Number:	78459728	THERATEARS STERILID	
Serial Number:	76548343	TOLAZINE	
Serial Number:	86631044	TYPE YOU	
Serial Number:	86966811	TYPE YOU DIABETIC CARE	
Serial Number:	72450878	URO-MAG	
Serial Number:	76269614	VERSAPHARM INCORPORATED	
Serial Number:	76269637	VERSAPHARM INCORPORATED X	
Serial Number:	74266573	VETAKET	
Serial Number:	72081126	VO SOL	
Serial Number:	73815446	YOBINE	
Serial Number:	78660833	ZOSTRIX	
Serial Number:	73576274	ZOSTRIX	

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: ROB SONESON Address Line 1: 300 N LASALLE

Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14581-66-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	11/25/2020

Total Attachments: 18

source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page1.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page2.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page3.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page4.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page5.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page6.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page7.tif source=Exhibit C - Trademark Assignment Agreement 11.25.2020 Filing copy#page8.tif



TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM605590

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akorn, Inc.		10/01/2020	Corporation: LOUISIANA
Advanced Vision Research, LLC		10/01/2020	Limited Liability Company: DELAWARE
Hi-Tech Pharmacal Co., LLC		10/01/2020	Limited Liability Company: DELAWARE
Akorn Animal Health, LLC		10/01/2020	Limited Liability Company: DELAWARE
Clover Pharmaceuticals LLC		10/01/2020	Limited Liability Company: DELAWARE
Akorn International S.À.R.L.		10/01/2020	Private Limited Liability Company: LUXEMBOURG
Oak Pharmaceuticals, LLC		10/01/2020	Limited Liability Company: DELAWARE
Inspire Pharmaceuticals, LLC		10/02/2020	Limited Liability Company: DELAWARE
Versa Pharm LLC		10/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Akorn Operating Company LLC
Street Address:	1925 W. Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

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Serial Number:	77589830	AKORN
Serial Number:	86937435	AKORN
Serial Number:	77012922	AKTEN
Serial Number:	75829828	AKWA TEARS
Serial Number:	72124870	AMICAR
		TRADEMARK

900577168 REEL: 007169 FRAME: 0629

Serial Number: 73815445 ANASED Serial Number: 74828335 BETIMOL Serial Number: 77492827 BUTORPHIC Serial Number: 85961915 CONTROL THE UNCONTROLLABLE Serial Number: 74389373 DIABETIC TUSSIN Serial Number: 86072876 DIADERM Serial Number: 86773391 EYE RX DIRECT Serial Number: 87007235 FAST AND FIERCE RELIEF Serial Number: 72203731 FLURESS Serial Number: 7582684 GENTAK Serial Number: 75315149 IC-GREEN Serial Number: 75315149 IC-GREEN Serial Number: 75309689 INAPSINE Serial Number: 75309035 INSPIRE Serial Number: 76308782 INSPIRE Serial Number: 85121025 JEFFREY P. GILBARD. MD Serial Number: 876052135 MAGNINEX Serial Number: 876052135 MAGNINEX Serial Number: 876178246 MYOCHAYSINE Serial Numb	Property Type	Number	Word Mark
Serial Number: 77492827 BUTORPHIC Serial Number: 72221381 CAPASTAT Serial Number: 85961915 CONTROL THE UNCONTROLLABLE Serial Number: 74389373 DIABETIC TUSSIN Serial Number: 86026876 DIADERM Serial Number: 86025876 DIADERM Serial Number: 86026876 DIADERM Serial Number: 87007235 FAST AND FIERCE RELIEF Serial Number: 72203731 FLURESS Serial Number: 7582684 GENTAK Serial Number: 85961910 GROUNDED IN SCIENCE. PROVEN IN PRACTICE Serial Number: 75315149 IC. GREEN Serial Number: 75315149 IC. GREEN Serial Number: 75309762 INSPIRE Serial Number: 76309782 INSPIRE Serial Number: 76309035 INSPIRE Serial Number: 76052135 MAGINEX Serial Number: 76052135 MAGINEX Serial Number: 76178246 MYOCHRYSINE Se	Serial Number:	73815445	ANASED
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Serial Number: 72190096 INAPSINE Serial Number: 75825569 INDIGO CARMINE Serial Number: 76308782 INSPIRE Serial Number: 76309035 INSPIRE Serial Number: 85121025 JEFFREY P. GILBARD, MD Serial Number: 76052135 MAGINEX Serial Number: 87007233 MASTER OF MAGNESIUM Serial Number: 86210334 MULTI-BETIC Serial Number: 76178246 MYOCHRYSINE Serial Number: 85071559 MYORISAN Serial Number: 71308321 NEMBUTAL Serial Number: 85967253 OSMO-CORRECTION Serial Number: 75839701 PAREMYD Serial Number: 78329276 PHARMACEUTICAL GRADE Serial Number: 85967251 RESTORES EYES NATURAL BALANCE Serial Number: 78862364 SINUS BUSTER Serial Number: 78459733 STERILID Serial Number: 75572570 T TAYLOR PHARMACEUTICALS AN AKORN COMPAN Serial Number: 75829829 TE	Serial Number:	85961910	GROUNDED IN SCIENCE. PROVEN IN PRACTICE
Serial Number: 75825569 INDIGO CARMINE Serial Number: 76308782 INSPIRE Serial Number: 76309035 INSPIRE Serial Number: 76309035 INSPIRE Serial Number: 85121025 JEFFREY P. GILBARD, MD Serial Number: 76052135 MAGINEX Serial Number: 75576028 MAG-OX 400 Serial Number: 87007233 MASTER OF MAGNESIUM Serial Number: 86210334 MULTI-BETIC Serial Number: 76178246 MYOCHRYSINE Serial Number: 85071559 MYORISAN Serial Number: 71308321 NEMBUTAL Serial Number: 75839701 PAREMYD Serial Number: 75839701 PAREMYD Serial Number: 78829276 PHARMACEUTICAL GRADE Serial Number: 78862364 SINUS BUSTER Serial Number: 78850704 SINUS BUSTER ALL NATURAL NASAL SPRAY Serial Number: 75572570 T TAYLOR PHARMACEUTICALS AN AKORN COMPAN Serial Number: 75829829 TE	Serial Number:	75315149	IC-GREEN
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Serial Number: 85121025 JEFFREY P. GILBARD, MD Serial Number: 76052135 MAGINEX Serial Number: 75576028 MAG-OX 400 Serial Number: 87007233 MASTER OF MAGNESIUM Serial Number: 86210334 MULTI-BETIC Serial Number: 76178246 MYOCHRYSINE Serial Number: 85071559 MYORISAN Serial Number: 71308321 NEMBUTAL Serial Number: 85967253 OSMO-CORRECTION Serial Number: 75839701 PAREMYD Serial Number: 78329276 PHARMACEUTICAL GRADE Serial Number: 85967251 RESTORES EYES NATURAL BALANCE Serial Number: 78862364 SINUS BUSTER Serial Number: 78459733 STERILID Serial Number: 78459733 STERILID Serial Number: 75572570 T TAYLOR PHARMACEUTICALS AN AKORN COMPAN Serial Number: 88457133 THERA TEARS Serial Number: 74615598 THERATEARS Serial Number: 74615598 <td< th=""><th>Serial Number:</th><th>76308782</th><th>INSPIRE</th></td<>	Serial Number:	76308782	INSPIRE
Serial Number: 76052135 MAGINEX Serial Number: 75576028 MAG-OX 400 Serial Number: 87007233 MASTER OF MAGNESIUM Serial Number: 86210334 MULTI-BETIC Serial Number: 76178246 MYOCHRYSINE Serial Number: 85071559 MYORISAN Serial Number: 71308321 NEMBUTAL Serial Number: 85967253 OSMO-CORRECTION Serial Number: 75839701 PAREMYD Serial Number: 78329276 PHARMACEUTICAL GRADE Serial Number: 85967251 RESTORES EYES NATURAL BALANCE Serial Number: 78862364 SINUS BUSTER Serial Number: 78850704 SINUS BUSTER ALL NATURAL NASAL SPRAY Serial Number: 78459733 STERILID Serial Number: 75572570 T TAYLOR PHARMACEUTICALS AN AKORN COMPAN Serial Number: 75829829 TEARS RENEWED Serial Number: 88457133 THERA TEARS Serial Number: 74615598 THERATEARS Serial Number: 862606	Serial Number:	76309035	INSPIRE
Serial Number: 75576028 MAG-OX 400 Serial Number: 87007233 MASTER OF MAGNESIUM Serial Number: 86210334 MULTI-BETIC Serial Number: 76178246 MYOCHRYSINE Serial Number: 85071559 MYORISAN Serial Number: 71308321 NEMBUTAL Serial Number: 85967253 OSMO-CORRECTION Serial Number: 75839701 PAREMYD Serial Number: 78329276 PHARMACEUTICAL GRADE Serial Number: 85967251 RESTORES EYES NATURAL BALANCE Serial Number: 78862364 SINUS BUSTER Serial Number: 78850704 SINUS BUSTER ALL NATURAL NASAL SPRAY Serial Number: 78459733 STERILID Serial Number: 75572570 T TAYLOR PHARMACEUTICALS AN AKORN COMPAN Serial Number: 75829829 TEARS RENEWED Serial Number: 88457133 THERA TEARS Serial Number: 74615598 THERATEARS Serial Number: 86260607 THERAPY FOR YOUR EYES	Serial Number:	85121025	JEFFREY P. GILBARD, MD
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Serial Number: 86260607 THERAPY FOR YOUR EYES			
Serial Number: 87049747 THERATEARS EXTRA			
	Serial Number:	87049747	THERATEARS EXTRA

Property Type	Number	Word Mark
Serial Number:	76427523	THERATEARS
Serial Number:	78459728	THERATEARS STERILID
Serial Number:	76548343	TOLAZINE
Serial Number:	86631044	TYPE YOU
Serial Number:	86966811	TYPE YOU DIABETIC CARE
Serial Number:	72450878	URO-MAG
Serial Number:	76269614	VERSAPHARM INCORPORATED
Serial Number:	76269637	VERSAPHARM INCORPORATED X
Serial Number:	74266573	VETAKET
Serial Number:	72081126	VO SOL
Serial Number:	73815446	YOBINE
Serial Number:	78660833	ZOSTRIX
Serial Number:	73576274	ZOSTRIX

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14581-66-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	10/28/2020

Total Attachments: 14

source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page1.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page2.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page3.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page4.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page5.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page6.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page7.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page8.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page9.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page10.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page11.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page11.tif source=Exhibit C_ Omnibus Trademark Assignment Agreement (K&E draft 9-28-20)_(72078375_1)#page11.tif

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of October 1, 2020 (this "Assignment"), and is by and between Akorn, Inc., Advanced Vision Research, LLC, Hi-Tech Pharmacal Co., LLC, Akorn Animal Health, LLC, Clover Pharmaceuticals LLC, Akorn International S.A.R.L., Oak Pharmaceuticals, LLC., Inspire Pharmaceuticals, LLC, and VersaPharm LLC (each, an "Assignor" and collectively, the "Assignors") on the one hand, and Akorn Operating Company LLC ("Assignee") on the other hand. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors are the owners of the trademark registrations and applications for which it is listed as the current owner of record on **Exhibit A** (collectively, the "**Assigned Trademarks**");

WHEREAS, Assignors and Akorn Holdings Topco LLC ("APA Purchaser") are parties to that certain Asset Purchase Agreement, dated as of May 20, 2020 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Acquired Assets and agreed to assume the Assumed Liabilities from Sellers;

WHEREAS Assignors, Assignee, APA Purchaser, and certain other parties set forth on the signature pages thereto entered into that certain Implementation Agreement, dated as of the date hereof (the "Implementation Agreement"), providing for, among other things, (i) a G Reorganization Election and (ii) in order to implement the G Reorganization, an agreement among the parties thereto that, notwithstanding the provisions of the Purchase Agreement, on the date hereof (a) the Sellers will transfer, assign, convey, and deliver to Assignee all of the Sellers' right, title and interest in the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances and (b) Assignee will assume from Sellers the Assumed Liabilities;

WHEREAS, in order to effectuate the transactions contemplated by the Purchase Agreement, as amended by the Implementation Agreement, and pursuant to the terms and conditions thereof, Assignors and Assignee are hereby effecting the sale, conveyance, assignment, and transfer of all of the Acquired Assets, which assets include the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 2.3(c) of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement, as amended by the Implementation Agreement, and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment, the Purchase Agreement and the Implementation Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. <u>Assignment</u>. Each of the Assignors, subject to any encumbrances related to prior agreements, hereby irrevocably sells, conveys, transfers, assigns, and delivers to Assignee all of each Assignor's worldwide right, title, and interest throughout the world in and to the Assigned Trademarks, together with that portion of such Assignor's business connected with the use of and

symbolized by the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages, and payments hereafter due or payable with respect to the Assigned Trademarks, the right to register, prosecute, maintain, and defend the Assigned Trademarks before any public or private agency, office, or registrar, and all claims, causes of action, and rights to sue for past, present, and future infringement or unconsented use of the Assigned Trademarks. Each of the Assignors authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of each Assignor's right, title, and interest in and to the Assigned Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications.

- 2. <u>Further Assurances</u>. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors, and assigns, at Assignee's sole cost and expense. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance, and perfection of the Assigned Trademarks with the same legal force and effect as if executed by such Assignor. For the avoidance of doubt, all fees incurred in connection with any filings relating to the assignment of the Assigned Trademarks with the United States Patent and Trademark Office or any foreign equivalent thereof will be paid by Assignee.
- 3. <u>No Third Party Beneficiaries</u>. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.
- 4. Terms of Purchase Agreement; Conflicts. The scope, nature, and extent of the Acquired Assets are expressly set forth in the Purchase Agreement. Nothing contained herein changes, amends, modifies, extends, limits, or otherwise alters (nor shall this Assignment be deemed or construed as changing, amending, modifying, extending, limiting or altering) the terms or conditions of the Purchase Agreement, as amended by the Implementation Agreement, in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement, as amended by the Implementation Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement, as amended by the Implementation Agreement, will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict between the provisions of this Assignment (including the exhibits) and the provisions of the Purchase Agreement, as amended by the Implementation Agreement, (including the Schedules and

exhibits), the provisions of the Purchase Agreement, as amended by the Implementation Agreement, shall govern, supersede and control in all respects to the extent of such conflict.

- 5. <u>Governing Law.</u> This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct, or otherwise) shall be governed and construed in accordance with the Laws of the State of Delaware, without reference to its conflicts of law principles.
- 6. Entire Agreement. This Assignment, and the exhibits annexed hereto, and the Purchase Agreement, as amended by the Implementation Agreement, and the other agreements, certificates, and other documents contemplated hereby and thereby constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof, and supersede all other understandings and negotiations with respect thereto. The parties hereto agree to define their rights, liabilities, and obligations with respect to such understanding and the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of this Assignment, and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Purchase Agreement, as amended by the Implementation Agreement.
- Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each party hereto shall have received counterparts hereof signed by each of the other parties hereto. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute the original form of this Assignment and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

3

AKORN ANIMAL HEALTH, LLC

By: Maccone

Name: Joseph Bonaccorsi Title: Authorized Signatory

Name: Joseph Bonaccorsi
Title: Authorized Signatory

By:

CLOV	ER PHARMACEUTICALS LLC
D	1R
By:	Joseph Panagarri
	Joseph Bonaccorsi uthorized Signatory
Tiue. A	difforized Signatory
AKOR	N INTERNATIONAL S.À.R.L.
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By:	
Name: Title:	Joseph Bonaccorsi Authorized Signatory
Title.	Authorized Signatory
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By:	
Name:	1
Title:	Authorized Signatory
INSPIR	RE PHARMACEUTICALS, LLC.
Ъ	Beroscoui
By:	
Name: Title:	Joseph Bonaccorsi Authorized Signatory
TILIC.	Authorized Signatory
VERSA	APHARM LLC
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By:	Il Genoceoui
Name:	Joseph Bonaccorsi
Title:	Authorized Signatory
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ASSIGNEE:

AKORN OPERATING COMPANY LLC

Name: Joseph Bonaccorsi

Title: Executive Vice President, General Counsel and Secretary

Exhibit A - Page 1

EXHIBIT A

Trademark Applications

AK-LATAN	AK-KETOR	AK-DRAZINE	AK-CROMO	AK-CMC	AK-BRIMON	AK-BETAX	AKORN	AKORN	THERATEARS	THERATEARS	THERATEARS	THERATEARS	STERILID	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	AKORN	Title
Nigeria	India	Switzerland (Int'l Reg.)	South Africa	Singapore (Int'l Reg.)	Norway (Int'l Reg.)	New Zealand	Yemen	Sri Lanka	South Africa	Qatar	Nigeria	Kuwait	Indonesia	Ethiopia	China (IR)	Botswana	Bangladesh	South Korea (IR)	Albania (IR)	Country							
F/TM/O/2014/18623	F/TM/O/2014/18622	F/TM/O/2014/18625	F/TM/O/2014/18630	F/TM/O/2014/18706	F/TM/O/2014/18626	F/TM/O/2014/18595	F/TM/O/2014/18707	3537421	1197342	2014/01774	1197342	1197342	1131346	77345	211594	2016/26761	110397	F/TM/O/2016/109648	183751	D002016047722	FTM/8414/17	1336041	BW/M/2016/00839	202646	1336041	1336041	Application No.
6/17/2014	6/17/2014	6/17/2014	6/17/2014	6/18/2014	6/17/2014	6/16/2014	6/18/2014	9/12/2016	1/21/2014	1/21/2014	1/21/2014	1/21/2014	10/1/2019	12/17/2016	9/27/2016	9/19/2016	11/29/2016	10/4/2016	9/25/2016	10/6/2016	3/1/2017	9/12/2016	9/27/2016	10/2/2016	9/12/2016	9/12/2016	Filing Date
Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Status							
Akorn Inc.	Akorn, Inc.	Advanced Vision Research, LLC	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Akorn, Inc.	Assignor											

	, h-	Pending Pending
4/17/2017		
8/9/2018		
11/1/2019		11/1/2019 Pending
10/22/2018		10/22/2018 Pending
11/1/2019		11/1/2019 Pending
8/16/2019		
11/23/2015	11/23/2015 P	
11/23/2015		
11/23/2015		
11/23/2015		
11/23/2015		
11/23/2015	11/23/2015 F	11/23/2015 Pending
11/23/2015		
11/23/2015	11/23/2015 P	11/23/2015 Pending
6/18/2014		
6/16/2014		
6/16/2014		
6/16/2014		6/16/2014 Pending
6/18/2014		
6/18/2014		6/18/2014 Pending

Registered Trademarks

Akorn, Inc.	261898	261898	UAE	AKORN
Akorn, Inc.	1336041	1336041	Turkey (IR)	AKORN
Akorn, Inc.	191104966	160108644	Thailand	AKORN
Akorn, Inc.	01856945	105056232	Taiwan	AKORN
Akorn, Inc.	1336041	1336041	Switzerland (IR)	AKORN
Akorn, Inc.	1336041	1336041	Singapore (IR)	AKORN
Akorn, Inc.	1336041	1336041	Serbia (IR)	AKORN
Akorn, Inc.	1437028411	1437028411	Saudi Arabia	AKORN
Akorn, Inc.	1336041	1336041	Russia (IR)	AKORN
Akorn, Inc.	253351-01	253351-01	Panama	AKORN
Akorn, Inc.	1336041	1336041	Norway (IR)	AKORN
Akorn, Inc.	1336041	1063094	New Zealand (IR)	AKORN
Akorn, Inc.	2016/65274	065274	Nepal	AKORN
Akorn, Inc.	1336041	1336041	Montenegro (IR)	AKORN
Akorn, Inc.	2016067189	2016067189	Malaysia	AKORN
Akorn, Inc.	1336041	1336041	Macedonia (IR)	AKORN
Akorn, Inc.	176515	N/A	Lebanon	AKORN
Akorn, Inc.	21362	KS/M/2016/1311	Kosovo	AKORN
Akorn, Inc.	94117	94117	Kenya	AKORN
Akorn, Inc.	149710	149710	Jordan	AKORN
Akorn, Inc.	292976	292976	Israel (IR)	AKORN
Akorn, Inc.	1336041	1336041	Iceland (IR)	AKORN
Akorn, Inc.	1336041	1336041	India (IR)	AKORN
Akorn, Inc.	303911643	303911643	Hong Kong	AKORN
Akorn, Inc.	229620	2016009653	Guatemala	AKORN
Akorn, Inc.	1336041	1336041	EUTM (IR)	AKORN
Akorn, Inc.	261950	2016-0009676	Costa Rica	AKORN
Akorn, Inc.	TMA987817	1792618	Canada	AKORN
Akorn, Inc.	1336041	1336041	Bosnia (IR)	AKORN
Akorn, Inc.	1336041	1336041	Australia (IR)	AKORN
Akorn, Inc.	99676	164287	Algeria	AKORN
Akorn, Inc.	1464246	73652686	USA	AK-FLUOR
Akorn, Inc.		85114820	USA	ADVANCING THE NEW VISION
Assignor	Registration No.	Application No.	Сонин	Title

Title	Сонину	Application No.	Registration No.	Assignor
AKORN	Ukraine (IR)	1336041	1336041	Akorn, Inc.
AKORN	United Kingdom (IR)	1336041	1336041	Akorn, Inc.
AKORN	Uruguay	441,150	441,150	Akorn, Inc.
AKORN	USA	77589830	3,774,019	Akorn, Inc.
AKORN	USA	86937435	5,076,962	Akorn, Inc.
AKTEN	Israel	291476	291476	Akorn, Inc.
AKTEN	USA	77012922	3,631,872	Akorn, Inc.
AKWA TEARS	USA	75829828	2,429,583	Akorn, Inc.
ALLERGY BUSTER	Canada	1449252	TMA787366	Hi-Tech Pharmacal Co.,
ALLERGY BUSTER & DESIGN	EU	008506347	008506347	Hi-Tech Pharmacal Co.,
AMICAR	USA	72124870	729,648	Clover Pharmaceuticals
				LLC
ANASED	Canada	0878555	TMA526130	Akorn Animal Health, LLC
ANASED	USA	73815445	1,589,685	Akorn Animal Health, LLC
BETIMOL	International Register	728498 A	728498 A	Akorn International S.À.R.L.
BETIMOL	USA	74628335	1,961,729	Akorn International S.À.R.L
BETIMOL	USA	79128616	4,442,019 (IR No. 728489A)	Akorn International S.À.R.L
BUTORPHIC	USA	77492827	3,648,627	Akorn Animal Health, LLC
CAPASTAT	Canada	0294218	TMA147966	Akorn, Inc.
CAPASTAT	USA	72221381	808,363	Akorn, Inc.
CHOICE DM	Canada	0821371	TMA535139	Hi-Tech Pharmacal Co., LLC
CONTROL THE UNCONTROLLABLE	USA	85961915	4,732,151	Oak Pharmaceuticals, LLC
DIABETIC TUSSIN	USA	74389373	1,861,344	Hi-Tech Pharmacal Co., LLC
DIADERM	USA	86025876	4,573,615	Hi-Tech Pharmacal Co., LLC
EYE RX DIRECT (design)	USA	86773391	5,296,978	Akorn, Inc.

Hi-Tech Pharmacal Co., LLC Hi-Tech Pharmacal Co., LLC Akorn, Inc. Akorn, Inc. Oak Pharmaceuticals, L. Hi-Tech Pharmacal Co., LLC Akorn, Inc. Inspire Pharmaceuticals, LLC	MAG-OX 400 USA 75576028 2,633,768 MASTER OF MAGNESIUM USA 87007233 5,355,853	USA 75576028		MAGINEX USA 76052135 2,541,622	MAGINEX Canada 1083318 TMA641833	JEFFREY P. GILBARD, MD USA 85121025 4,556,180	INSPIRE USA 76309035 2,578,526 (& design)	INSPIRE USA 76308782 2,578,523	HYCILIA Argentina 3011174 2442900	INDIGO CARMINE USA 75825569 2,389,845	INAPSINE USA 72190096 783,911	IC-GREEN USA 75315149 2,189,196	Switzerland 4701/1997	IC-GREEN Italy 362017000074996 362017000074996	Germany 39729824.2	France 97/684025	k VA 003089 1997 V	IC-GREEN Canada 0855183 TMA531645	HEADACHE BUSTER Canada 1449250 TMA787365	GROUNDED IN SCIENCE. USA 85961910 4,748,523 PROVEN IN PRACTICE	GENT-AK USA 73652684 1,464,244	FLURESS USA 72203731 789,323	AKORN PHARMACAL, INC. US State/Louisiana N/A 658495	0.00.22	Title Country Application No. Registration No. FAST AND FIERCE RELIEF 1/SA 87007235 5.355.854
			633,768 Hi-Tech Pharmacal Co.,	541,622 Hi-Tech Pharmacal Co., LLC	A641833 Hi-Tech Pharmacal Co.,	556,180 Advanced Vision Research, LLC	578,526 Inspire Pharmaceuticals, LLC	578,523 Inspire Pharmaceuticals LLC	142900 Inspire Pharmaceuticals, LLC	389,845 Akorn, Inc	83,911 Akorn, Inc.								A787365 Hi-Tech Pharmacal Co.,	748,523 Oak Pharmaceuticals, LLC	164,244 Akorn, Inc	89,323 Akorn, Inc.	58495 Hi-Tech Pharmacal Co., LLC		

Advanced Vision	002996155	002996155	EU	THERA TEARS
Advanced Vision Research, LLC	TMA766,079	1387723	Canada	THERA LID
Akorn, Inc.	2,429,584	75829829	USA	TEARS RENEWED
Akorn, Inc.	2,340,300	75572570	USA	AN AKORN COMPANY
Research, LLC				
Advanced Vision	3,140,041	78459733	USA	STERILID
Research, LLC	7			
Advanced Vision	907,931	731418	Mexico	STERILID
Research, LLC	13/0301	13/0301	1110113	SIERILIU
Research, LLC	100/5/1	1277571	T. J.	
Advanced Vision	004549721	004549721	EU	STERILID
Advanced Vision Research, LLC	1064550	1064550	Australia	STERILID
Hi-Tech Pharmacal Co., LLC	TMA732672	1378171	Canada	SINUS GENIE
Hi-Tech Pharmacal Co., LLC	3,503,088	78850704	USA	NASAL SPRAY
LLC	٠		i	
Hi-Tech Pharmacal Co.,	3,194,160	78862364	USA	SINUS BUSTER
Hi-Tech Pharmacal Co., LLC	TMA733034	1378181	Canada	SINUS BUSTER
Research, LLC				BALANCE
Advanced Vision	4,846,473	85967251	USA	RESTORES EYES NATURAL
LLC	0,11,100		()	design)
Hi-Tech Pharmacal Co	3 272 765	78329276	ASII	PHARMACEUTICAL GRADE (&
Akorn Inc	2 775 998	75839701	ASII	PAREMYD
Research, LLC	T,007,201	00707200	COL	COMPOSITION
,	1 827 201	85057353	V SI I	OSMO COBBECTION
Oak Pharmaceuticals, LLC	285.003	71308321	USA	NEMBUTAL
Oak Pharmaceuticals, LLC	UCA17215	0181445	Canada	NEMBUTAL
VersaPharm LLC	4,199,023	85071559	USA	MYORISAN
VersaPharm LLC	TMA1031869	1809727	Canada	MYORISAN
Akorn, Inc.	2,509,820	76178246	USA	MYOCHRYSINE

Akorn, Inc.	5,297,364	86966811	USA	TYPE YOU DIABETIC CARE
Akorn, Inc.	TMA1047727	1776093	Canada	TYPE YOU DIABETIC CARE
Akorn, Inc.	5,291,486	86631044	USA	TYPE YOU
Akorn, Inc.	TMA1040395	1728450	Canada	TYPE YOU
Akom Animai Heaith,	2,905,937	/6548545	USA	IOLAZINE
Research, LLC		1		
Advanced Vision	3,181,614	78459728	USA	THERATEARS STERILID
Research, LLC				
Advanced Vision	2,770,188	76427523	USA	THERATEARS
Research, LLC				
Advanced Vision	274324	274324	New Zealand	THERATEARS
Research, LLC				
Advanced Vision	155229	N/A	Lebanon	THERATEARS
Research, LLC				
Advanced Vision	1197342	1197342	International Register	THERATEARS
Research, LLC				
Advanced Vision	1376560	1376560	India	THERATEARS
Research, LLC				
Advanced Vision	201476	2014000962	Guatemala	THERATEARS
Research, LLC				
Advanced Vision	002153476	002153476	EU	THERATEARS
Research, LLC				
Advanced Vision	TMA641310	1153395	Canada	THERATEARS
Research, LLC				
Advanced Vision	TMA573256	1085366	Canada	THERATEARS
Research, LLC				
Advanced Vision	730182	730182	Australia	THERATEARS
Research, LLC				
Advanced Vision	5,586,699	87049747	USA	THERATEARS EXTRA
Research, LLC				
Advanced Vision	4,843,058	86260607	USA	THERAPY FOR YOUR EYES
Research, LLC				
Advanced Vision	2,041,112	74615598	USA	THERA TEARS
Research, LLC				
Advanced Vision	5,943,133	88457133	USA	THERA TEARS
Research, LLC				
Advanced Vision	902036	731417	Mexico	THERA TEARS
Assigner	Registration No.	Application No.	Country	Title

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AND TI CALL	THERATEARS Kinwait N/A 1304		ZOSTRIX 11SA 73576274 1 423		ZOSTRIX USA 78660833 3,106;		YOBINE USA 73815446 1,587,		VO SOL USA 72081126 696,6		VETAKET USA 74266573 1,803,0	AKORN PHARM, INC. US State/Louisiana N/A 6585	USA 76269637	VERSAPHARM INCORPORATED USA 76269614 2,588,	Mexico 1144174 J		URO-MAG USA 72450878 974,8
100101	130439	1,120,001	1 423 561		3,106,587		1,587,410		696,678		1,803,032	658517	2,685,550	2,588,146	1217500		974,841
Research, LLC	Advanced Vision	LLC	Hi-Tech Pharmacal Co	LLC	Hi-Tech Pharmacal Co.,	LLC	Akorn Animal Health,	LLC	Hi-Tech Pharmacal Co.,	LLC	Akorn Animal Health,	VersaPharm LLC	VersaPharm LLC	VersaPharm LLC	VersaPharm LLC	LLC	Hi-Tech Pharmacal Co.,