

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING IV TRUST		07/01/2021	A Delaware Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	AKORN OPERATING COMPANY, LLC		
Street Address:	1925 West Field Court		
Internal Address:	Suite 300		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	88581415		
Serial Number:	88070824	RESTORES EYES NATURAL BALANCE CLEANSSES E	
Serial Number:	88047652	THERATEARS EXTRA	
Serial Number:	88072677	RESTORES + CLEANSSES + NOURISHES	
Serial Number:	90552357	HYDROLOCK	
Registration Number:	1861344	DIABETIC TUSSIN	
Registration Number:	5355854	FAST AND FIERCE RELIEF	
Registration Number:	4556180	JEFFREY P. GILBARD, MD	
Registration Number:	2541622	MAGINEX	
Registration Number:	2633768	MAG-OX 400	
Registration Number:	5355853	MASTER OF MAGNESIUM	
Registration Number:	4613666	MULTI-BETIC	
Registration Number:	4837201	OSMO-CORRECTION	
Registration Number:	3272765	PHARMACEUTICAL GRADE	
Registration Number:	4846473	RESTORES EYES NATURAL BALANCE	
Registration Number:	3194160	SINUS BUSTER	
Registration Number:	3503088	SINUS BUSTER ALL NATURAL NASAL SPRAY	
Registration Number:	3140041	STERILID	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5943133	THERA TEARS
Registration Number:	3181614	THERATEARS STERILID
Registration Number:	2041112	THERATEARS
Registration Number:	4843058	THERAPY FOR YOUR EYES
Registration Number:	5586699	THERATEARS EXTRA
Registration Number:	2770188	THERATEARS
Registration Number:	5291486	TYPE YOU
Registration Number:	5297364	TYPE YOU DIABETIC CARE
Registration Number:	3106587	ZOSTRIX
Registration Number:	1423561	ZOSTRIX
Registration Number:	0974841	URO-MAG

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	127865.00001
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	07/08/2021

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS AND TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS AND TRADEMARKS (this “Release”) dated as of July 1, 2021, is made by MIDCAP FUNDING IV TRUST, for itself and in its capacity as administrative agent for the Secured Parties (the “Administrative Agent”) in favor of AKORN OPERATING COMPANY, LLC and any other applicable Grantor under the Security Agreement. Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Credit Agreement (as defined below) or Security Agreement (as defined below), as applicable.

WHEREAS, the Grantors, the other Loan Parties thereto from time to time, the Administrative Agent, and the Lenders entered into a Credit Agreement dated as of October 1, 2020 (as amended, modified, supplemented, renewed or extended from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement the Grantors and Administrative Agent entered into the ABL Pledge and Security Agreement, dated as of October 1, 2020 (as amended, modified, supplemented, renewed or extended from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Akorn Operating Company LLC executed and delivered a Confirmatory Grant of Security Interest in United States Trademarks, dated October 1, 2020, in favor of the Administrative Agent (the “Trademark Security Agreement”) as well as a Confirmatory Grant of Security Interest in United States Patents, dated October 1, 2020, in favor of the Administrative Agent (the “Patent Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 21st, 2020 at Reel/Frame 7113/0059 and the Patent Security Agreement was recorded in the United States Patent and Trademark Office on November 5th, 2020 at Reel/Frame 054333/0247; and

WHEREAS, the Administrative Agent has agreed to release, discharge and terminate its security interest in and liens upon, and relinquish all rights under the Security Agreement, Trademark Security Agreement, Patent Security Agreement, and other Loan Documents with respect to, certain specified collateral as provided for in this Release.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Release.

- a. The Administrative Agent hereby releases, discharges and terminates all security interests and liens and related rights of any kind, nature, or description it holds (including any such rights it holds for the benefit of any Secured Parties) pursuant to the Security Agreement, Trademark Security Agreement, or other

Loan Documents in and to the following (the “Released Trademark Collateral”):

- i. All Trademarks set forth on Exhibit A hereto, together with the goodwill associated with such Trademarks; and
 - ii. all income, royalties, damages, claims, and payments then or thereafter due or payable under and with respect to such Trademarks (including without limitation damages and payments for all causes of action arising prior to or after the date thereof for infringement of such Trademarks).
- b. The Administrative Agent hereby releases, discharges, and terminates all security interests and liens and related rights of any kind, nature, or description it holds (including any such rights it holds for the benefit of any Secured Parties) pursuant to the Security Agreement, Patent Security Agreement, or other Loan Documents in and to the following (the “Released Patent Collateral”):
- i. All Patents set forth on Exhibit A hereto; and
 - ii. all income, royalties, damages, claims, and payments then or thereafter due or payable under and with respect to such Patents (including without limitation damages and payments for all causes of action arising prior to or after the date thereof for infringement of such Patents).

If and to the extent that the Administrative Agent or any Secured Party has acquired any right, title or interest in and to the Released Trademark Collateral or the Released Patent Collateral under the Security Agreement, Trademark Security Agreement, Patent Security Agreement, or other Loan Documents, the Administrative Agent, without representation, warranty or recourse of any kind, hereby transfers, conveys and assigns such right, title, and interest to the Grantor. This Release is applicable only and solely with respect to the Released Trademark Collateral and the Released Patent Collateral and to no other collateral arising under the Security Agreement, the Trademark Security Agreement or the Patent Security Agreement.

2. Recordation. The Administrative Agent hereby authorizes the Grantor (and any successor to such Grantor, including without limitation any person or entity hereafter holding any right, title or interest in and to any Released Trademark Collateral or Released Patent Collateral) or its designee to file this Release for recording with the United States Patent and Trademark Office and the Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
3. Further Assurances. The Administrative Agent shall, at the Grantor’s sole cost and expense and at the Grantor’s reasonable request, execute, acknowledge and deliver to the Grantors all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions

reasonably requested by a Grantor to more fully and effectively effectuate the purposes of this Release.

4. Incorporation of Credit Agreement Provisions. The provisions contained in Section 9.09 (Governing Law; Consent to Service of Process) and 9.10 (Waiver of Jury Trial) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

MIDCAP FUNDING IV TRUST,
individually and as Administrative Agent

By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

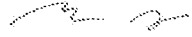
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Exhibit A

Trademarks

#	Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner
1.	DESIGN ONLY	USA	88/581,415	8/16/2019	N/A	N/A	Akorn Operating Company LLC
2.	RESTORES EYES NATURAL BALANCE CLEANSSES EYELIDS AND LASHES NOURISHES EYES TO PROMOTE HEALTHY TEARS and Design	USA	88/070,824	8/9/2018	N/A	N/A	Akorn Operating Company LLC
3.	THERAREARS EXTRA	USA	88/047,652	7/23/2018	N/A	N/A	Akorn Operating Company LLC
4.	RESTORES + CLEANSSES +NOURISHES and Design	USA	88/072,677	8/9/2018	N/A	N/A	Akorn Operating Company LLC
5.	HYDROLOCK	USA	90/552,357	3/1/2021	N/A	N/A	Akorn Operating Company LLC
6.	DESIGN ONLY	USA	88/581,415	8/16/2019	N/A	N/A	Akorn Operating Company LLC
7.	DIABETIC TUSSIN	USA	74389373	5/4/1993	1,861,344	11/1/1994	Akorn Operating Company LLC
8.	FAST AND FIERCE RELIEF	USA	87007235	4/20/2016	5,355,854	12/12/2017	Akorn Operating Company LLC
9.	JEFFREY P. GILBARD, MD	USA	85121025	9/1/2010	4,556,180	6/24/2014	Akorn Operating Company LLC
10.	MAGINEX	USA	76052135	5/19/2000	2,541,622	2/19/2002	Akorn Operating Company LLC
11.	MAG-OX 400	USA	75576028	10/23/1998	2,633,768	10/15/2002	Akorn Operating Company LLC
12.	MASTER OF MAGNESIUM	USA	87007233	4/20/2016	5,355,853	12/12/2017	Akorn Operating Company LLC
13.	MULTI-BETIC	USA	86210334	3/4/2014	4,613,666	9/30/1994	Akorn Operating Company LLC
14.	OSMO-CORRECTION	USA	85967253	6/22/2013	4,837,201	10/20/2015	Akorn Operating Company LLC
15.	PHARMACEUTICAL GRADE (& design)	USA	78329276	11/18/2003	3,272,765	7/31/2007	Akorn Operating Company LLC
16.	RESTORES EYES NATURAL BALANCE	USA	85967251	6/22/2013	4,846,473	11/3/2015	Akorn Operating Company LLC
17.	SINUS BUSTER	USA	78862364	4/16/2006	3,194,160	1/2/2007	Akorn Operating Company LLC
18.	SINUS BUSTER ALL NATURAL NASAL SPRAY	USA	78850704	3/30/2006	3,503,088	9/16/2008	Akorn Operating Company LLC
19.	STERILID	USA	78459733	7/30/2004	3,140,041	9/5/2006	Akorn Operating Company LLC
20.	THERA TEARS	USA	88457133	6/3/2019	5,943,133	12/24/2019	Akorn Operating Company LLC
21.	THERA TEARS STERILID	USA	78459728	7/30/2004	3,181,614	12/5/2006	Akorn Operating Company LLC
22.	THERA TEARS	USA	74615598	12/27/1994	2,041,112	10/27/1997	Akorn Operating Company LLC
23.	THERAPY FOR YOUR EYES	USA	86260607	4/23/2014	4,843,058	10/27/2015	Akorn Operating Company LLC
24.	THERATEARS EXTRA	USA	87049747	5/25/2016	5,586,699	10/16/2018	Akorn Operating Company LLC
25.	THERATEARS	USA	76427523	7/5/2002	2,770,188	9/30/2003	Akorn Operating Company LLC
26.	THERATEARS STERILID	USA	78459728	7/30/2004	3,181,614	12/5/2006	Akorn Operating Company LLC
27.	TYPE YOU	USA	86631044	5/15/2015	5,291,486	9/19/2017	Akorn Operating Company LLC
28.	TYPE YOU DIABETIC CARE	USA	86966811	4/6/2016	5,297,364	9/26/2017	Akorn Operating Company LLC

29.	ZOSTRIX	USA	78660833	6/29/2005	3,106,587	6/20/2006	Akorn Operating Company LLC
30.	ZOSTRIX	USA	73576274	1/6/1986	1,423,561	1/6/1987	Akorn Operating Company LLC
31.	URO-MAG	USA	72450878	3/8/1973	974841	12/18/1973	Akorn Operating Company LLC

Patents

#	Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Registered Owner
1.	Cleanser compositions and methods for using the same	U.S.	16/997,148	8/19/2020	N/A	N/A	Advanced Vision Research, Inc.
2.	Cleanser compositions and methods for using the same	U.S.	17/211,952	3/25/2021	N/A	N/A	Advanced Vision Research, Inc.
3.	Cleanser composition and methods for using the same	U.S.	12/771,246	4/30/2010	8231912	7/31/2012	Akorn Operating Company LLC
4.	Cleanser composition and methods for using the same	U.S.	14/722,252	5/27/2015	N/A	N/A	Advanced Vision Research, Inc.
5.	Cleanser compositions and methods for using the same	U.S.	13/539,531	7/2/2012	8449928	5/28/2013	Akorn Operating Company LLC
6.	Cleanser compositions and methods for using the same	U.S.	13/871,133	4/26/2013	8932653	1/13/2015	Akorn Operating Company LLC
7.	Cleanser compositions and methods for using the same	U.S.	14/528,420	10/30/2014	9050288	6/9/2015	Akorn Operating Company LLC
8.	Method of treatment using a therapeutic agent for intranasal administration	U.S.	14/082,890	11/18/2013	89000643	12/2/2014	Akorn Operating Company LLC
9.	Method of treatment using a therapeutic agent for intranasal administration	U.S.	14/464,177	8/20/2014	9301988	4/5/2016	Akorn Operating Company LLC
10.	Methods and compositions for the treatment of infection or infectious colonization of the eyelid, ocular surface, skin or ear	U.S.	13/523,512	6/14/2012	8535736	9/17/2013	Akorn Operating Company LLC

TRADEMARK