

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Vision Research, Inc.		05/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4556180	JEFFREY P. GILBARD, MD	
Registration Number:	4837201	OSMO-CORRECTION	
Registration Number:	4846473	RESTORES EYES NATURAL BALANCE	
Registration Number:	3140041	STERILID	
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	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>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.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		

CH \$265.00 4556180

Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	06322-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	05/26/2020
Total Attachments: 5 source=Akorn - DIP Trademark Secuirty Agreement - Akorn Executed#page1.tif source=Akorn - DIP Trademark Secuirty Agreement - Akorn Executed#page2.tif source=Akorn - DIP Trademark Secuirty Agreement - Akorn Executed#page3.tif source=Akorn - DIP Trademark Secuirty Agreement - Akorn Executed#page4.tif source=Akorn - DIP Trademark Secuirty Agreement - Akorn Executed#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 22, 2020 by and from AKORN, INC., a Louisiana corporation (the “Grantor”), to and in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the DIP Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Senior Secured Super-Priority Term Loan Debtor-in-Possession Loan Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “DIP Loan Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Debtor-in-Possession Pledge and Security Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the DIP Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor’s right, title and interest in and to the Trademarks, together with (2) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect to the Trademarks (including without limitation damages and payments for all causes of action arising prior to or after the date hereof for infringement of the Trademarks), and (3) the goodwill associated with such Trademarks.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the day and year first above written.

AKORN, INC.

By *Joseph Bonaccorsi*
Name: Joseph Bonaccorsi
Title: Executive Vice President, General
Counsel and Secretary

Signature Page to Confirmatory Grant of Security
Interest in United States Trademarks
(DIP Loan Agreement Akorn, Inc.)

TRADEMARK
REEL: 006946 FRAME: 0507

CONFIRMATORY GRANT OF SECURITY
INTEREST IN UNITED STATES
TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
ADVANCING THE NEW VISION	USA	85114820	8/24/2010	3954229	5/3/2011	Registered	Akorn, Inc.
AK-FLUOR	USA	73652686	4/2/1987	1464246	11/10/1987	Registered	Akorn, Inc.
AKORN	USA	77589830	10/9/2008	3,774,019	4/13/2010	Registered	Akorn, Inc.
AKORN	USA	86937435	3/11/2016	5,076,962	11/8/2016	Registered	Akorn, Inc.
AKTEN	USA	77012922	10/3/2006	3,631,872	6/2/2009	Registered	Akorn, Inc.
AKWA TEARS	USA	75829828	10/22/2009	2,429,583	2/20/2001	Registered	Akorn, Inc.
CAPASTAT	USA	72221381	6/17/1965	808,363	5/17/1966	Registered	Akorn, Inc.
EYE RX DIRECT (design)	USA	86773391	9/30/2015	5,296,978	9/26/2017	Registered	Akorn, Inc.
FLURESS	USA	72203731	10/12/1964	789,323	5/11/1965	Registered	Akorn, Inc.
GENT-AK	USA	73652684	4/2/1987	1,464,244	11/10/1987	Registered	Akorn, Inc.
IC-GREEN	USA	75315149	6/26/1997	2,189,196	9/15/1998	Registered	Akorn, Inc.
INAPSINE	USA	72190096	4/1/1964	783,911	1/26/1965	Registered	Akorn, Inc.
INDIGO CARMINE	USA	75825569	11/9/1999	2,389,845	9/26/2000	Registered	Akorn, Inc.
MYOCHRYSINE	USA	76178246	12/11/2000	2,509,820	11/20/2001	Registered	Akorn, Inc.
PAREMYD	USA	75839701	11/4/1999	2,775,998	10/21/2003	Registered	Akorn, Inc.
T TAYLOR PHARMACEUTICALS AN AKORN COMPANY	USA	75572570	10/16/1998	2,340,300	4/11/2000	Registered	Akorn, Inc.
TEARS RENEWED	USA	75829829	10/22/2009	2,429,584	2/20/2001	Registered	Akorn, Inc.

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
TYPE YOU	USA	86631044	5/15/2015	5,291,486	9/19/2017	Registered	Akorn, Inc.
TYPE YOU DIABETIC CARE	USA	86966811	4/6/2016	5,297,364	9/26/2017	Registered	Akorn, Inc.