

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		12/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4165093	LCI	
Registration Number:	4684905	C-TOPICAL	
Registration Number:	2674394	LANNETT	
Registration Number:	3958609	DIGOX	
Registration Number:	2903907	GLYCOLAX	
Registration Number:	1453886	MONOKET	
CORRESPONDENCE DATA			
Fax Number:	6172459493		
<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:	6179517000		
Email:	Crena.Pacheco@ropesgray.com		
Correspondent Name:	ROPES & GRAY LLP		
Address Line 1:	PRUDENTIAL TOWER		
Address Line 2:	800 BOYLSTON STREET		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108524-0013		
NAME OF SUBMITTER:	CRENA PACHECO		
SIGNATURE:	/CRENA PACHECO/		

CH \$165.00 4165093

DATE SIGNED:	12/07/2020
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Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (the “Assignment”) is made and entered into as of December 7, 2020 by Morgan Stanley Senior Funding, Inc., as the resigning Administrative Agent and resigning Collateral Agent (in such capacities, “Assignor”), in favor of Alter Domus (US) LLC, as the successor Administrative Agent and successor Collateral Agent (in such capacities, “Assignee”).

WITNESSETH

WHEREAS, Assignor is party to that certain Pledge and Security Agreement, dated as of November 25, 2015 (as supplemented by that certain Supplement No. 1 to the Pledge and Security Agreement, dated as of November 25, 2015, and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Lannett Company, Inc. (“Lannett”), as borrower, the Grantors (as defined below), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the intellectual property security agreements made by Lannett Holdings, Inc. (“Holdings”), Kremers Urban Pharmaceuticals Inc. (“Kremers Urban”), and Cody Laboratories, Inc. (“Cody Labs” and, together with Holdings and Kremers Urban, collectively, the “Grantors”) in favor of Assignor, including, without limitation, (a) the Intellectual Property Security Agreement, dated as of November 25, 2015, made by Holdings in favor of Assignor, which was recorded at the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 5678/0081, (b) the Intellectual Property Security Agreement, dated as of November 25, 2015, made by Kremers Urban in favor of Assignor, which was recorded at the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 5678/0047 and at Reel/Frame 037171/0914, and (c) the Intellectual Property Security Agreement, dated as of November 25, 2015, made by Cody Labs in favor of Assignor, which was recorded at the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 037171/0921 (collectively, the “Intellectual Property Security Agreements”), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the IP Collateral (as such term is defined in each Intellectual Property Security Agreement), including, without limitation, those patents and patent applications set forth on Schedule I hereto, and those trademark registrations set forth on Schedule II hereto; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated as of December 7, 2020, among the Assignor, Assignee, Lannett, as borrower, the Grantors, as guarantors, and the other guarantors party thereto, Assignor has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and related Credit Documents (each as defined in the Security Agreement), and Assignee has assumed and succeeded to all of the rights, powers, privileges, protections, duties, and interests of Assignor as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in,

to and under the Security Agreement and the Intellectual Property Security Agreements, including, without limitation, Assignor's security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

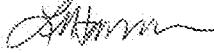
1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Intellectual Property Security Agreements, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.
3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor Collateral Agent for the Secured Parties in the IP Collateral.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

MORGAN STANLEY SENIOR FUNDING, INC.,
as resigning Administrative Agent and Collateral
Agent, as Assignor

By:  _____

Name: Lisa Hanson _____

Title: Vice President _____

[Signature Page to Assignment of Intellectual Property Security Agreements]

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

ALTER DOMUS (US) LLC,
as successor Administrative Agent and Collateral Agent, as Assignee

By: M. Trybula

Name: Matthew Trybula
Associate Counsel

Title: _____

[Signature Page to Assignment of Intellectual Property Security Agreements]

Schedule I

PATENTS

Reel 037171, Frame 0914 (Kremers Urban Pharmaceuticals Inc.)

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Novel composition containing an acid-labile benzimidazole and process for its preparation	US 6159499	12/12/2000
Composition comprising a benzimidazole and process for its manufacture	US 8968776	03/03/2015
Composition containing an acid-labile omeprazole and process for its preparation	US 6207198	03/27/2001
Pharmaceutical composition containing an acid-labile omeprazole and process for its preparation	US 6248355	06/19/2001

Reel 037171, Frame 0921 (Cody Laboratories, Inc.)

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method for catalytic preparation of hydromorphone and hydrocodone	US 7399859	07/15/2008
Synthesis of oxycodone hydrochloride	US 9062062	06/23/2015
Preparation of 14-Hydroxycodeinone Sulfate	US 8846923	09/30/2014
Method for synthesizing 2-carbomethoxytropinone	US 7855296	12/21/2010
Preparation of 14-Hydroxycodeinone Sulfate	US 9090620	7/28/2015
Preparation of 14-Hydroxycodeinone Sulfate	US 9108976	8/18/2015

PATENT APPLICATIONS

Reel 037171, Frame 0914 (Kremers Urban Pharmaceuticals Inc.)

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Minitab feeder	US 13/810,596	01/16/2013
Statin Compositions	US 12/041,976	03/04/2008
Pharmaceutical compositions comprising niacin and process for their preparation	US 13/756,588	02/01/2013
Composition comprising a benzimidazole and process for its manufacture	US 14/633,766	02/27/2015

Reel 037171, Frame 0921 (Cody Laboratories, Inc.)

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Conversion of Oxycodone Base to Oxycodone Hydrochloride	US 14/132,910	12/18/2013
Preparation of 14-Hydroxycodeinone Sulfate	US 14/459,983	8/14/2014
Preparation of 14-Hydroxycodeinone Sulfate	US 14/465,512	8/21/2014

Schedule II
TRADEMARKS

Reel 5678, Frame 0081 (Lannet Holdings, Inc.)

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
LCI	85073929	06/29/2010	4165093	06/26/2012
C-TOPICAL	85033155	05/07/2010	4684905	02/10/2015
LANNETT	76324068	10/12/2001	2674394	01/14/2003
DIGOX	77799307	08/07/2009	3958609	05/10/2011

Reel 5678, Frame 0047 (Kremers Urban Pharmaceuticals Inc.)

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
GLYCOLAX	78229257	03/24/2003	2903907	11/16/2004
MONOKET	73642900	02/04/1987	1453886	08/25/1987