

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement - 2nd Lien
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lannett Holdings, Inc.		04/22/2021	Corporation: DELAWARE
Kremers Urban Pharmaceuticals, Inc.		04/22/2021	Corporation: INDIANA
Lannett Company, Inc.		04/22/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W. Washington St., 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4165093	LCI
Registration Number:	4684905	C-TOPICAL
Registration Number:	2674394	LANNETT
Registration Number:	2415414	METADATE
Registration Number:	3262513	METADATE CD
Registration Number:	0891484	ZAROXOLYN
Registration Number:	6091206	NUMBRINO
Registration Number:	2903907	GLYCOLAX
Serial Number:	90100385	LANNETT

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Wesley C. Moore, Esq.

TRADEMARK

Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Wesley C. Moore

SIGNATURE: /Wesley C. Moore/

DATE SIGNED: 04/23/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated April 22, 2021, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Alter Domus (US) LLC, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Credit and Guaranty Agreement, dated as of April 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Lannett Company, Inc., a Delaware corporation (the “**Borrower**”), the other Credit Parties party thereto, Alter Domus (US) LLC, as the Administrative Agent and Collateral Agent, and the Lenders party thereto from time to time;

WHEREAS, in accordance with the terms of the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of April 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**IP Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, solely to the extent that, and only for so long as, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law, until a statement of use, amendment to allege use, or similar filing is made and accepted by the United States Patent and Trademark Office), together with the goodwill symbolized thereby;
- (iii) the copyright registrations and applications, including the copyright registrations and applications subject to an exclusive license in favor of a Grantor, each as set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims, and rights to sue, for damages and injunctive relief for any past, present or future infringement of any of the foregoing; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart to this Agreement by facsimile or any other electronic transmission (e.g., "PDF" or "TIFF") shall be as effective as delivery of a manually signed original.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LANNETT COMPANY, INC.,

By: 
Name: Timothy C. Crew
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007269 FRAME: 0464

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LANNETT HOLDINGS, INC.,

DocuSigned by:
Robert Ehlinger
By: _____
Name: Robert Ehlinger
Title: President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CODY LABORATORIES, INC.,

DocuSigned by:

By:  _____

Name: John M. Abt

Title: President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KREMERS URBAN PHARMACEUTICALS INC.,

DocuSigned by:

By *Grant Brock*

Name: Grant Brock

Title: President

Patents and Patent Applications

Patents

<u>GRANTOR</u>	<u>TITLE</u>	<u>Patent No.</u>	<u>Issue Date</u>
Cody Laboratories, Inc.	Synthesis of oxycodone hydrochloride	US 9062062	06/23/2015
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 8846923	09/30/2014
Cody Laboratories, Inc.	Method for synthesizing 2-carbomethoxytropinone	US 7855296	12/21/2010
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9090620	7/28/2015
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9108976	8/18/2015
Cody Laboratories, Inc.	Method For Catalytic Preparation of Hydromorphone, Hydrocodone and Other Opiates	US 10081636	09/25/2018
Cody Laboratories, Inc.	Synthesis of Levomethadone Hydrochloride or Dextromethadone Hydrochloride and Methods for Use Thereof	US 10040752	08/07/2018
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9233972	01/12/2016
Cody Laboratories, Inc.	Preparation of Oxycodone Base from 14-Hydroxycodeinone Sulfate	US 9309257	04/12/2016
Cody Laboratories, Inc.	Conversion of Oxycodone Base to Oxycodone Hydrochloride	US 10227354	03/12/2019

Patent Applications

<u>GRANTOR</u>	<u>TITLE</u>	<u>App. No.</u>	<u>Filing Date</u>
Cody Laboratories, Inc.	Preparation of (-)-Cocaine Hydrochloride	15/981,574	May 16, 2018
Cody Laboratories, Inc.	Preparation of (-)-Cocaine Hydrochloride	17/002,492	August 25, 2020

Trademark and Service Mark Registrations and Applications

GRANTOR	TRADEMARK	Serial No.	Filing Date	Reg. No.	Reg. Date
Lannett Holdings, Inc.	LCI	85073929	06/29/2010	4165093	06/26/2012
Lannett Holdings, Inc.	C-TOPICAL	85033155	05/07/2010	4684905	02/10/2015
Lannett Holdings, Inc.	LANNETT	76324068	10/12/2001	2674394	01/14/2003
Lannett Company, Inc.	METADATE	75766897	08/03/1999	2415414	12/26/2000
Lannett Company, Inc.	METADATE CD	78635879	05/24/2005	3262513	07/10/2007
Lannett Company, Inc.	ZAROXOLYN	72304028	07/31/1968	0891484	05/26/1970
Lannett Holdings, Inc.	NUMBRINO	87004857	04/18/2016	6091206	06/30/2020
Kremers Urban Pharmaceuticals, Inc.	GLYCOLAX	78229257	03/24/2003	2903907	11/16/2004
Lannett Holdings, Inc.	LANNETT logo	90100385	08/07/2020		pending

Copyright Registrations and Applications

None.