

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712970

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|---|-------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILMINGTON SAVINGS FUND SOCIETY, FSB | | 03/08/2022 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Akorn Operating Company, LLC | | |
| Street Address: | 1925 W. Field Court | | |
| Internal Address: | Suite 300 | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | AKORN, INC. | | |
| Street Address: | 1925 W. Field Court | | |
| Internal Address: | Suite 300 | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | AKORN Intermediate Company LLC | | |
| Street Address: | 1925 W. Field Court | | |
| Internal Address: | Suite 300 | | |
| City: | Lake Forest | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60045 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1961729 | BETIMOL | |
| Registration Number: | 3631872 | AKTEN | |
| 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: Jason Bang
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

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|---------------------------|------------|
| NAME OF SUBMITTER: | Jason Bang |
|---------------------------|------------|

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|-------------------|--------------|
| SIGNATURE: | /Jason Bang/ |
|-------------------|--------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 03/08/2022 |
|---------------------|------------|

Total Attachments: 6

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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 March 8, 2022 is made by WILMINGTON SAVINGS FUND SOCIETY, FSB in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”) in favor of AKORN, INC., AKORN Intermediate Company LLC, Akorn Operating Company, LLC, and each other Person that became a Grantor under the Loan Agreement or Security Agreement (collectively the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Security Agreement (as defined below).

WHEREAS, Akorn Operating Company LLC, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto, and Administrative Agent entered into a Senior Secured Term Loan Agreement, dated as of October 1, 2020 (as amended, modified, supplemented, renewed or extended from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement the Grantors and Administrative Agent entered into Secured Term Loan 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, the Grantor 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 October 1, 2020 at Reel/Frame 7072/0198 and 7067/0152, and the Patent Security Agreement was recorded in the United States Patent and Trademark Office on October 1, 2020 at Reel/Frame 053955/0060 and 053954/0755; and

WHEREAS, the Administrative Agent has agreed to release, discharge and terminate its security interest in and liens upon, and relinquish its rights under the Loan Documents with respect to, certain specified collateral as provided for in this Release to the extent constituting “Specified Assets” as defined in that certain Release Letter dated as of the date hereof by and between Akorn Operating Company, LLC and Administrative Agent.

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, without representation, warranty or recourse of any kind, hereby releases, discharges and terminates all of its security interest and liens and related rights of any kind, nature or description it or any Secured Party holds pursuant to the Security Agreement, Trademark Security Agreement or other Loan Documents

in and to the following, in each case to the extent constituting Specified Assets (the "Released Trademark Collateral"):

- i. All Trademarks set forth on Exhibit A hereto, together with the goodwill symbolized thereby; 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, without representation, warranty or recourse of any kind, hereby releases, discharges and terminates all of its security interest and liens and related rights of any kind, nature or description it or any Secured Party holds pursuant to the Security Agreement, Patent Security Agreement, or other Loan Documents in and to the following, in each case to the extent constituting Specified Assets (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 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 or 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 recordal with the United States Patent and Trademark Office and any other applicable Governmental Authorities, 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. Governing Law. This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.
5. Expenses; Indemnity; Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. The express terms of Sections 9.03, 9.09 and 9.10 of the Loan Agreement are hereby incorporated by reference into this Release, mutatis mutandis.

[Signature Page Follows]

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

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

[Signature Page to Release of Security Interest in Certain Patents and Trademarks]

TRADEMARK
REEL: 007653 FRAME: 0408

Exhibit A

Trademarks

| # | Title | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date | Registered Owner |
|----|---------|--------------|----------|-----------|-----------|-----------|-----------------------------|
| 1. | BETIMOL | U.S. | 79128616 | 2/15/2013 | 4,442,019 | 12/3/2013 | Akorn Operating Company LLC |
| 2. | BETIMOL | U.S. | 74628335 | 2/1/1995 | 1,961,729 | 3/12/1996 | Akorn Operating Company LLC |
| 3. | AKTEN | U.S. | 77012922 | 10/3/2006 | 3,631,872 | 6/2/2009 | Akorn Operating Company LLC |

TRADEMARK

REEL: 007653 FRAME: 0409

Patents

| # | Title | Jurisdiction | App. No. | App. Date | Reg. No. | Reg. Date | Registered Owner |
|----|--|--------------|------------|-----------|-----------|-----------|----------------------------|
| 1. | AQUEOUS GEL FORMULATION AND METHOD FOR INDUCING TOPICAL ANESTHESIA | U.S. | 13/961,453 | 8/7/2013 | 8,759,401 | 6/24/2014 | Akom Operating Company LLC |

TRADEMARK

REEL: 007653 FRAME: 0410

RECORDED: 03/08/2022