

9-22-99

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

09-29-1999



101157703

Class mail in an envelope...  
Commissioner for Trademarks, Department of Commerce  
Washington, Virginia 22204  
September 22, 1999  
Name Kathleen Holata

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Date September 22, 1999

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
  - License
  - Security Agreement
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
09 15 99

75572570

Conveying Party

Mark if additional names of conveying parties attached

Name Akorn, Inc.

Execution Date  
Month Day Year  
09 15 99

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Louisiana

Receiving Party

Mark if additional names of receiving parties attached

Name The Northern Trust Company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 50 South LaSalle Street

Address (line 2) \_\_\_\_\_

Address (line 3) Chicago Illinois 60675  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Illinois

FOR OFFICE USE ONLY

09/28/1999 DNGUYEN 00000185 75572570

01 FC:481 40.00 DP  
02 FC:482 625.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001971 FRAME: 0512

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|   |                      |                      |
|---|----------------------|----------------------|
| <input type="text" value="75/572,570"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> |

|  |  |  |
|--|--|--|
| <input type="text" value="2,204,781"/> | <input type="text" value="2,189,196"/> | <input type="text" value="1,917,586"/> |
| <input type="text" value="1,923,256"/> | <input type="text" value="1,863,042"/> | <input type="text" value="1,785,164"/> |
| <input type="text" value="1,786,441"/> | <input type="text" value="1,798,468"/> | <input type="text" value="1,464,246"/> |

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Tina D. Kourasis

September 22, 1999

Name of Person Signing

Signature

Date Signed

## EXHIBIT B

## TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Trademark</u>   | <u>Appl./Reg. No.</u> | <u>Filing/Reg. Date</u> | <u>Status</u> | <u>Owner</u> |
|--|-----------------------|-------------------------|---------------|--------------|
| ROSE BENGAL  | 2,204,781             | 11/24/98                | Registered    | Akorn, Inc.  |
| IC-GREEN   | 2,189,196             | 9/15/98                 | Registered    | Akorn, Inc.  |
| AK-CON-A   | 1,917,586             | 9/12/95                 | Registered    | Akorn, Inc.  |
| Carrot Design  | 1,923,256             | 10/3/95                 | Registered    | Akorn, Inc.  |
| OCUSURG  | 1,863,042             | 11/15/94                | Registered    | Akorn, Inc.  |
| AKWA TEARS   | 1,785,164             | 8/3/93                  | Registered    | Akorn, Inc.  |
| TEARS RENEWED  | 1,786,441             | 8/10/93                 | Registered    | Akorn, Inc.  |
| PAREMYD  | 1,798,468             | 10/12/93                | Registered    | Akorn, Inc.  |
| AK-FLUOR   | 1,464,246             | 11/10/87                | Registered    | Akorn, Inc.  |
| AK-TROL  | 1,464,245             | 11/10/87                | Registered    | Akorn, Inc.  |
| GENT-AK  | 1,464,244             | 11/10/87                | Registered    | Akorn, Inc.  |
| AK-TAINE   | 1,464,243             | 11/10/87                | Registered    | Akorn, Inc.  |
| FLUORACAINE  | 1,464,242             | 11/10/87                | Registered    | Akorn, Inc.  |
| AK-SPORE   | 1,464,241             | 11/10/87                | Registered    | Akorn, Inc.  |
| TROPICACYL   | 1,464,240             | 11/10/87                | Registered    | Akorn, Inc.  |
| AK-DEX   | 1,464,239             | 11/10/87                | Registered    | Akorn, Inc.  |
| AK-SULF  | 1,299,256             | 10/9/84                 | Registered    | Akorn, Inc.  |
| AK-CIDE  | 1,299,255             | 10/9/84                 | Registered    | Akorn, Inc.  |
| INNOVAR  | 780,892               | 12/1/64                 | Renewed       | Akorn, Inc.  |
| CARDIO-GREEN   | 669,798               | 11/18/58                | Renewed       | Akorn, Inc.  |
| AK-TATE  | 1,299,254             | 10/9/84                 | Registered    | Akorn, Inc.  |
| FLURESS (Stylized)   | 789,323               | 5/11/65                 | Renewed       | Akorn, Inc.  |
| T TAYLOR<br>PHARMA-<br>CEUTICALS AN<br>AKORN COMPANY<br>and Design | 75/572,570            | 10/16/98                | Pending       | Akorn, Inc.  |
| SUBLIMAZE  | 757,205               | 9/24/63                 | Renewed       | Akorn, Inc.  |
| INAPSINE   | 783,911               | 1/26/65                 | Renewed       | Akorn, Inc.  |
| AUROLATE   | 1,910,697             | 8/8/95                  | Registered    | Akorn, Inc.  |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of September 15, 1999, between Akorn, Inc., a Louisiana corporation (the "Borrower") and THE NORTHERN TRUST COMPANY (the "Lender").

## WITNESSETH:

WHEREAS, the Borrower, Akorn New Jersey, Inc. and the Lender have entered into that certain Amended and Restated Credit Agreement dated as of September 15, 1999 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement");

WHEREAS, the terms of the Credit Agreement require that the Obligations with respect to the Loans owing to the Lender be secured by the Collateral and the Borrower desires to enter into this Security Agreement to satisfy such terms; and

NOW, THEREFORE, the parties hereto agree as follows:

### 1. DEFINITIONS.

As used in this Security Agreement:

"Collateral" means, collectively, (i) the Trademarks and the Goodwill associated therewith, (ii) the Patents, (iii) all license agreements with third-parties relating to intellectual property rights and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, (iv) all other intellectual property rights now owned or hereafter acquired by the Borrower, including, without limitation, trade secrets, know-how, confidential business information, computer software, data and documentation (including electronic media), registered or unregistered copyrights in and to copyrightable works and all applications therefor, (v) all Related Documents, (vi) all damages and payments for past, present and future misappropriations or infringements thereof, and (vii) all rights corresponding thereto throughout the world.

"Default" means an event described in Section 6.1.

"Goodwill" means the goodwill of the business connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Patents" means, collectively, (i) each patent of the Borrower, including all patents, patent applications and patent licenses, now owned or hereafter acquired by Borrower, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those listed on Exhibit A, attached hereto and made a part hereof, (ii) the reissues, divisions, continuations and continuations-in-part thereof, (iii) all

damages and payments for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world.

“Related Documents” means, collectively, all documents and any things in the Borrower’s possession, related to the production and sale by the Borrower, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Borrower in connection with the Trademarks or trade secrets, including by way of example, without limitation, (i) all lists and ancillary documents which identify and describe any of the Borrower’s customers, or those of its Affiliates, Subsidiaries or licensees, for products sold or services rendered under or in connection with the Trademarks or trade secrets, including, (ii) all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks or trade secrets, (iii) all documents which reveal the names and addresses of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provisions of services sold under or in connection with the Trademarks or trade secrets and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by the Borrower or its Affiliates, Subsidiaries or licensees of products or services sold under or in connection with the Trademarks or trade secrets, including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products or services.

“Security Agreement” means this Intellectual Property Security Agreement, as it may be amended or modified and in effect from time to time.

“Trademarks” means, collectively, (i) all of Borrower’s trademarks, service marks, logos, trade names, corporate names, company names, business names, fictitious business names, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower, including, without limitation, those listed on Exhibit B, attached hereto and made a part hereof, together with the goodwill of the business associated therewith, (ii) all damages for past, present and future misappropriations and infringements thereof, and (iii) all rights corresponding thereto throughout the world.

“Unmatured Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

## 2. GRANT OF SECURITY INTEREST.

The Borrower hereby pledges and grants to the Lender a continuing Lien and security interest in and right of setoff against the Collateral to secure the full and complete payment and performance of the Obligations; provided, however that the grant of a security interest shall not

extend to the Borrower's rights under any license agreement to the extent that a grant of a security interest in such license agreement is prohibited by a valid, enforceable restriction thereon, unless the necessary consents shall have been obtained or such restriction shall have been rendered ineffective by reason of law, court proceedings or otherwise.

### 3. BORROWER REMAINS OBLIGATED.

The security interest created hereunder shall not relieve the Borrower from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including exercise by the Lender of any of its rights hereunder), or from any liability to any Person, under or in respect of any of the Collateral or impose any liability on the Lender for any act or omission on the part of the Borrower.

### 4. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender that:

#### 4.1. Authorization, Validity and Enforceability.

4.1.1. The Collateral is valid and enforceable and Borrower has notified the Lender in writing of all prior licenses, conveyances, and transfers of which Borrower is aware, and of all suits pending, or litigation threatened, that relate in any way to the Collateral.

4.1.2. Borrower is the sole and exclusive owner of the Collateral, free and clear of any lien, assignment, mortgage, security interest, charge, or encumbrance, including without limitation licenses and covenants not to sue.

4.1.3. The execution and delivery by the Borrower of this Security Agreement and all financing statements and other filings contemplated by this Security Agreement create a security interest which is enforceable against the Borrower in all now owned and hereafter acquired Collateral, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

4.2. Principal Location. The Borrower's mailing address for notices hereunder, the location of its chief executive office and principal place of business and of its books and records relating to the Collateral are all disclosed of Schedule 4(f) to the Amended and Restated Security Agreement referred to in the definition of Security Agreements (as defined in the Credit Agreement)

4.3. No other Names. The Borrower has not conducted business under any name except the name in which it has executed this Security Agreement and the trade names listed on Schedule 4.15 to the Credit Agreement.

4.4. No Default. No Default or Unmatured Default exists.

4.5. No Financing Statements. The Borrower is and shall continue to be, the lawful owner of the entire right, title and interest in and to the Collateral subject to any licenses of Patents and Trademarks or other Collateral. No financing statement or filing describing all or any portion of the Collateral which has not lapsed or been terminated naming the Borrower as debtor has been filed in any jurisdiction except financing statements and filings naming the Lender as secured party. The Collateral is free and clear of all Liens other than the Liens created this Security Agreement. The Borrower has no right, title or interest in any Patent or Trademark other than those listed on the Exhibits hereto.

4.6. Security Interest. This Security Agreement creates a valid security interest in or collateral assignment of the Collateral, enforceable against the Borrower and all third parties, securing payment of the Obligations, which security interest will be a perfected first priority security interest upon (i) the recording of this Security Agreement in the Office of the Commissioner of Patents and Trademarks and (ii) the filing of Uniform Commercial Code financing statements with the Secretary of State of Illinois.

4.7. Registrations. The Borrower has duly and properly applied for registration of the Patents and Trademarks listed on Exhibits A and B hereto and will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to pursue each application (and to obtain the relevant registration) and to maintain each registration, including without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

## 5. COVENANTS.

So long as any Obligations remain outstanding, the Borrower covenants as follows:

5.1. Delivery of Certificates. The Borrower shall deliver to the Lender copies of all existing official Certificates of Registration for the Patents and Trademarks, and shall deliver to the Lender copies of the official Certificates of Registration for Trademarks and Patents for which applications are now or hereafter pending, promptly upon receipt by the Borrower of such certificates.

5.2. Notice of Proceedings. The Borrower shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office of any agency of any state or any court regarding the Borrower's right, title and interest in any Patent or Trademark or the Borrower's right to register any Patent or Trademark.

5.3. Security Interest and Lien. Except as otherwise permitted by the terms of the Credit Agreement, the Borrower shall protect, preserve, renew and maintain, all rights of the Borrower in all Collateral, including the duty to prosecute and/or defend against any and all

suits concerning infringement or dilution of such Collateral, any suits against the Borrower asserting the invalidity of such Collateral and any suits claiming injury to the Goodwill associated with such Collateral. The Borrower will preserve, warrant, and defend the Lien created hereby in the Collateral against the claims of all Persons whomsoever; will not at any time assign, transfer, or otherwise dispose of its right, title and interest in and to any of the Collateral; will not at any time, directly or indirectly, create, assume, or suffer to exist any Lien, or other rights of third Persons and restrictions, other than (i) the Liens created by this Security Agreement, in and to the Collateral or any part thereof and (ii) licenses entered into by the Borrower in the ordinary course of its business, including licenses granted to distributors and end users, licenses entered into in connection with the development of products and other license arrangements customary in the Borrower's line of business.

5.4. Further Assurances. The Borrower, at its expense, shall from time to time execute and deliver to the Lender all such other assignments, certificates, supplemental documents, and financing statements, and shall do all other acts or things as the Lender may reasonably request in order to more fully create, evidence, perfect, continue, and preserve the priority of the Lien herein created and to exercise and enforce its rights and remedies hereunder, with respect to any Collateral. Without limiting the generality of the foregoing, the Borrower will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Lender may request, in order to perfect and preserve the assignments and security interest granted or purported to be granted hereby. The Borrower hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower where permitted by law.

5.5. Change of Name, Identity, etc. The Borrower shall not change its name, jurisdiction of incorporation, identity or corporate structure without giving the Lender at least thirty days' prior written notice.

## 6. DEFAULT.

6.1. The occurrence of any one or more of the following events shall constitute a Default:

6.1.1. Any representation or warranty made by or on behalf of the Borrower to the Lender under or in connection with this Security Agreement shall be materially false as of the date on which made.

6.1.2. The breach by the Borrower of any of the terms or provisions of Section 5.

6.1.3. The breach by the Borrower (other than a breach which constitutes a Default under Sections 6.1.1 or 6.1.2) of any of the terms or provisions of this Security Agreement is not remedied within five days after written notice from the Lender.



6.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 5.3.

6.1.5. Any Default under and as defined in the Credit Agreement.

6.2. Acceleration and Remedies. If any Default occurs and is continuing, then the Lender may, exercise any or all of the rights and remedies provided (i) in the Credit Agreement and this Security Agreement, (ii) to a secured party when a debtor is in default under a security agreement by the Uniform Commercial Code as enacted in the State of Illinois or other applicable jurisdiction, as amended, and (iii) afforded by law, in equity or otherwise, including, without limitation, any law governing the exercise of a bank's right of setoff or bankers Lien.

6.3. Right of Sale. Upon the occurrence and during the continuance of a Default, subject to compliance with applicable law, the Lender (i) may appoint a receiver of the Collateral, (ii) may sell the Collateral at public or private sale, at any of its offices or elsewhere, for cash or credit or for future delivery, and at such price or prices and upon such other terms as it may deem commercially reasonable, (iii) shall not be obligated to make any sale of Collateral regardless of notice of sale having been given, and (iv) may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice be made at the time and place to which it was so adjourned; provided, however, that if any item of the Collateral constituting a Trademark is assigned or sold, rather than licensed, it shall be assigned or sold only as an entirety and, in conjunction with its associated Goodwill. The Lender may be the purchaser at any sale of the Collateral and may pay all or any part of the purchase price thereof by canceling part or all of the Obligations. To the greatest extent provided by applicable law, the Borrower hereby waives the right to object to the manner or sufficiency of advertising, preparation of the Collateral for sale, or solicitation of bids in connection with any sales or other dispositions of the Collateral. The Borrower hereby expressly waives and releases, to the fullest extent permitted by applicable law, any right of redemption on the part of the Borrower.

6.4. Sale Restrictions. The Borrower agrees that, in any sale of any of the Collateral, the Lender is authorized to comply with any limitation or restriction in connection with such sale as counsel may advise the Lender (which counsel may be employees of the Lender) is necessary in order to avoid any violation of any applicable law (including compliance with such procedures as may restrict the number of prospective bidders or purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental or regulatory authority or official, and the Borrower further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Lender be

liable or accountable to the Borrower for any discount allowed by reason of the fact that the Collateral was sold in compliance with any such limitation or restriction.

6.5. Borrower's Obligations Upon Default. Upon the request of the Lender after the occurrence and during the continuance of a Default, the Borrower will:

6.5.1. Assembly of Collateral. Assemble and make available to the Lender the Collateral and all records relating thereto at any place or places reasonably specified by the Lender.

6.5.2. Lender Access. Permit the Lender, by the Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the book and records relating thereto, or both, are located, to take possession of all or any part of such Collateral and to remove all or any part of such Collateral.

6.6. Protection of Collateral. To the maximum extent permitted by applicable law, after the occurrence and during the continuance of a Default, the Lender shall have the right, without taking title to any Collateral, to bring suit to enforce any or all Collateral or the Lien granted hereunder, in which event the Borrower shall, at the request of the Lender, do and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. All costs, expenses and other money advanced by the Lender in connection with the foregoing shall be Obligations payable on demand.

## 7. APPLICATION OF PROCEEDS.

The Lender shall apply the proceeds of the Collateral, including the proceeds of any sales or other disposition of the Collateral, or any part thereof, under this Section 7, in the following order unless a court of competent jurisdiction shall otherwise direct:

(i) FIRST, to payment of all reasonable costs and expenses of the Lender incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Lender pursuant to this Agreement;

(ii) SECOND, to payment of that portion of the Obligations constituting accrued and unpaid interest and fees;

(iii) THIRD, to payment of the principal of the Obligations constituting Loans, and the undrawn face amount plus unreimbursed drawings under Letters of Credit issued by the Lender;

(iv) FOURTH, to payment of all other Obligations owing to the Lender; and

(v) FIFTH, the balance, if any, after all of the Obligations have been satisfied, shall be remitted to the Borrower or whomsoever shall be legally entitled thereto.

## 8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Borrower hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Borrower, addressed as set forth in Section 9.1, at least five days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Lender's Performance of Obligations. Without having any obligation to do so, the Lender may perform or pay any obligation in this Security Agreement which the Borrower has agreed to perform or pay but which it has failed to so perform or pay in a timely manner after a request therefor from the Lender and the Borrower shall reimburse the Lender for any amounts paid by the Lender pursuant to this Section 8.2. The Borrower's obligation to reimburse the Lender pursuant to the preceding sentence shall be an Obligation payable on demand. The Borrower hereby appoints the Lender, and any other Person that the Lender may designate, as the Borrower's attorney-in-fact to do, or cause to be done, in the name, place and stead of the Borrower in any way in which the Borrower itself could do, or cause to be done and has failed to do at the request of the Lender.

8.3. Authorization for Lender to Take Certain Action. The Borrower irrevocably authorizes the Lender at any time and from time to time and appoints the Lender as its attorney in fact to act, in the sole discretion of the Lender, on behalf of the Borrower (i) at any time (if the Borrower has failed to do so promptly upon a request therefor) (a) to execute on behalf of the Borrower as debtor and to file financing statements or other filings with the United States Patent and Trademark Office necessary or desirable in the Lender's sole discretion to perfect and to maintain the perfection and priority of the Lender's security interest in the Collateral, and (b) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Lender in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Lender's security interest in such Collateral and (ii) after the occurrence and during the continuance of a Default, to receive, endorse and collect all instruments made payable to the Borrower representing any interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same, and to apply the proceeds of any Collateral received by the Lender to the Obligations when and to the extent permitted by this Security Agreement.

8.4. Specific Performance of Certain Covenants. The Borrower acknowledges and agrees that a breach of any of the covenants contained in Section 5, will cause irreparable injury to the Lender, that the Lender has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Lender to seek and obtain specific performance of other obligations of the Borrower contained in this Security Agreement, that the covenants of the Borrower contained in Section 5 shall be specifically enforceable against the Borrower.

8.5. Dispositions Not Authorized. Except as set forth in Section 5.3, the Borrower is not authorized to sell or otherwise dispose of the Collateral or grant any license with respect to the Collateral and notwithstanding any course of dealing between the Borrower and the Lender or other conduct of the Lender, no authorization to sell or otherwise dispose of the Collateral or to grant any license with respect to the Collateral shall be binding upon the Lender unless such authorization is in writing signed by the Lender.

8.6. Definition of Certain Terms. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Security Agreement or in the Credit Agreement are used in this Security Agreement as defined in the Illinois Commercial Code as in effect on the date hereof

8.7. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Borrower, the Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights under this Security Agreement or any interest herein, without the prior written consent of the Lender.

8.8. Survival of Representation All representations and warranties of the Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.9. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.10. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations or commitments therefor outstanding) until no Obligations or commitments of the Lender which would give rise to any Obligation shall be outstanding.

8.11. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Borrower and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Borrower and the Lender relating to the Collateral.

8.12. Releases; Partial Release. Upon termination of this Security Agreement in accordance with the provisions of Section 8.10 hereof, the Lender shall, at the Borrower's request and expense and subject to the foregoing sentence, execute such release as the Borrower may reasonably request, in form and upon terms acceptable to the Lender in all respects, and shall deliver all Collateral which is in the Lenders' possession.

8.13. Waivers. Beyond the exercise of reasonable care to assure the safe custody of the Collateral while held hereunder, the Lenders and their respective nominees shall have no duty or liability to collect any sums due in respect thereof or to protect or preserve rights

pertaining thereto, and shall be relieved of all responsibility for the Collateral upon surrendering them to the Borrowers. No course of dealing between the Borrower, the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or with respect to any or all of the Obligations shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided and provided in all other agreements, instruments and documents delivered, or to be delivered, pursuant to or in connection with or to evidence any of the Obligations are cumulative and are in addition to, and not exclusive of, any rights and remedies of a secured party under the Illinois Uniform Commercial Code. The provisions of this Security Agreement are severable and if any clause or provision thereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Security Agreement or any jurisdiction.

8.14. Amendments; Waivers. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement shall be valid unless in writing and signed by the Lender, and then only to the extent as specifically set forth in such writing.

## 9. NOTICES; COUNTERPARTS.

9.1. Sending Notices. All notices and other communications under this Security Agreement shall be made at the addresses, in the manner and with the effect provided in Section 10.12 of the Credit Agreement.

9.2. Change in Address for Notices. The Borrower and the Lender may change the address for service notice upon it by a notice in writing to the other parties hereto.

9.3. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. This Security Agreement shall be effective when it has been executed by the Borrower and the Lender.

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first above written.

AKORN, INC.

By: *Reta J. McConnell*

Title: *Vice Pres, CFO, Sec'y & Treasurer*

THE NORTHERN TRUST COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Security Agreement as of the date first above written.

AKORN, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE NORTHERN TRUST COMPANY

By: Brian D. Beitz

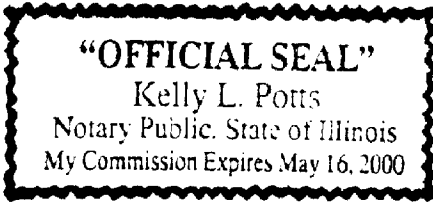
Title: VICE PRESIDENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Kelly Potts, a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY that BRIAN D. BEITZ, personally known to me to be a VICE PRESIDENT of THE NORTHERN TRUST COMPANY, an Illinois banking corporation, and personally know to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement appeared before me this day in person and acknowledged that he signed and delivered the said agreement as VICE PRESIDENT of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 15th of September, 1999.

(SEAL)



Kelly L. Potts  
Notary Public

My Commission expires

5-16-2000



STATE OF ILLINOIS )  
                          *Lake* )       SS.  
COUNTY OF ~~COOK~~ )

I, Mary Hake, a notary public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY THAT Rita J. McConville personally known to me to be the  
Secretary of AKORN, INC., a Louisiana corporation, and personally know to me to be the  
same name is subscribed to the foregoing Intellectual Property Security Agreement appeared  
before me this day in person and acknowledged that he signed and delivered the said agreement  
as Secretary of said corporation, pursuant to authority given by the Board of  
Directors and shareholders of said corporation, as his free and voluntary act, and as the free and  
voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and seal this 15th day of September, 1999.

(SEAL)



Mary Hake  
Notary Public

My Commission expires

8-20-2000

## EXHIBIT A

## PATENTS AND PATENT APPLICATIONS

| <u>Country</u>     | <u>Patent No./<br/>Appl. No.</u> | <u>Status</u> | <u>Inventor and Licensor</u> |
|--------------------|----------------------------------|---------------|------------------------------|
| United States      | 5009892                          | Issued        | Dr. James W. McKinzie        |
| United States      | 5229127                          | Issued        | Dr. James W. McKinzie        |
| Australia          | 642191                           | Issued        | Dr. James W. McKinzie        |
| Australia          | 681142                           | Pending       | Dr. James W. McKinzie        |
| Canada             | 2034128                          | Pending       | Dr. James W. McKinzie        |
| European Community | 0495321                          | Issued        | Dr. James W. McKinzie        |
| France             | Unknown                          | Pending       | Dr. James W. McKinzie        |
| Germany            | 691 22<br>489.7-08               | Pending       | Dr. James W. McKinzie        |
| Italy              | Unknown                          | Pending       | Dr. James W. McKinzie        |
| Japan              | 407915/90                        | Pending       | Dr. James W. McKinzie        |
| South Africa       | 91/1264                          | Issued        | Dr. James W. McKinzie        |
| Spain              | Unknown                          | Pending       | Dr. James W. McKinzie        |
| Sweden             | Unknown                          | Pending       | Dr. James W. McKinzie        |
| United Kingdom     | Unknown                          | Pending       | Dr. James W. McKinzie        |

CH01/12012727.2

RECORDED: 09/22/1999

TRADEMARK  
REEL: 001971 FRAME: 0529