



102585628

To the Honorable Commissioner of Patents and Trademark Office, U.S. Department of Commerce, Washington, DC 20514. Enclosed are the required original documents or copy thereof.

Name of conveying party(ies):
Akorn, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State LA
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: LaSalle Bank National Association, as agent
 Internal Address: _____
 Street Address: 135 S. LaSalle
 City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a certificate of residence/destination is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Oct 7, 2003

Application number(s) or patent number(s):

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
 Internal Address: Winston & Strawn LLP
33rd Floor
 Street Address: 35 West Wacker Drive
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

10/22/03 00000002 1299235
 01 FC-1592 40.00 DP
 02 FC-1592 650.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath
 Name of Person Signing

[Signature]
 Signature

10/22/03
 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademark Office

Continuation
Item
4

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Filing Date of Application	Date of Registration
Akorn, Inc.	AK-Cide	N/A	1,299,255	N/A	10/9/84
Akorn, Inc.	AK-Dex	N/A	1,464,239	N/A	11/10/87
Akorn, Inc.	AK-Fluor	N/A	1,464,246	N/A	11/10/87
Akorn, Inc.	AK-Spore	N/A	1,464,241	N/A	11/10/87
Akorn, Inc.	AK-Sulf	N/A	1,299,256	N/A	10/9/84
Akorn, Inc.	AK-Taine	N/A	1,464,243	N/A	11/10/87
Akorn, Inc.	AK-Tate	N/A	1,299,254	N/A	10/9/84
Akorn, Inc.	AK-Trol	N/A	1,464,245	N/A	11/10/87
Akorn, Inc.	Akorn Inc. Ophthalmic and Parenteral Health Care	N/A	2,608,750	N/A	8/20/02
Akorn, Inc.	AKWA Tears	N/A	2,429,583	N/A	2/20/01
Akorn, Inc.	Aurolate	N/A	1,910,697	N/A	8/8/95
Akorn, Inc.	Fluorocaine	N/A	1,464,242	N/A	11/10/87
Akorn, Inc.	Fluress	N/A	789,323	N/A	5/11/95
Akorn, Inc.	Gent-AK	N/A	1,464,244	N/A	11/10/87
Akorn, Inc.	IC-Green	N/A	2,189,196	N/A	9/15/98
Akorn, Inc.	Inapsine	N/A	783,911	N/A	1/26/65

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Akorn, Inc.	I-Sense	N/A	2,499,602	N/A	10/23/01
Akorn, Inc.	Myochrisine	N/A	2,509,820	N/A	11/20/01
Akorn, Inc.	Myochrisine	N/A	318,890	N/A	11/6/34
Akorn, Inc.	Occushield	N/A	2,745,173	N/A	7/29/03
Akorn, Inc.	Paremyd	N/A	75/839,701	N/A	11/4/99
Akorn, Inc.	Rose Bengal	N/A	2,204,781	N/A	11/24/98
Akorn, Inc.	Sublimaze	N/A	757,205	N/A	9/24/63
Akorn, Inc.	Taylor Pharmaceutical and Akorn Company	N/A	2,340,300	N/A	4/11/00
Akorn, Inc.	Tears Renewed	N/A	2,429,584	N/A	2/20/01
Akorn, Inc.	Tropicacyl	N/A	1,464,240	N/A	11/10/87

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 7, 2003, by AKORN, INC., a Louisiana corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any registrations thereof and all goodwill associated therewith;
- (2) each trademark licensed under any trademark license, including, without limitation, each licensed trademark listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent licensed under any patent license, including, without limitation, each licensed patent listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AKORN, INC.

By: _____
Title: _____

Acknowledged:

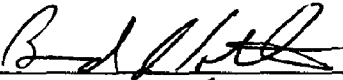
LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Patrick J. O'Leary
Title: VP

*Signature Page to Patent & Trademark
Security Agreement*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AKORN, INC.

By: 
Title: CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 002852 FRAME: 0089

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

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Akorn, Inc.	Inapsine	N/A	783,911	N/A	1/26/65

CHI:1264493.5

TRADEMARK
REEL: 002852 FRAME: 0090

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Akorn, Inc.	Tears Renewed	N/A	2,429,584	N/A	2/20/01
Akorn, Inc.	Tropicacyl	N/A	1,464,240	N/A	11/10/87

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Grantor	Title	Patent Number	Patent Application Number	Date Patent Issued	Filing Date of Patent Application
Akorn, Inc.	Methods for treating conditions and illnesses with abnormal vasculature	6,443,976	N/A	9/3/02	N/A
Akorn, Inc.	Methods for diagnosing and treating conditions associated with abnormal vasculature using fluorescent dye angiographies and dye-enhanced photocoagulation	6,351,663	N/A	2/26/02	N/A
Akorn, Inc.	ICG compositions and related methods of use		10/034,432		12/27/01
Akorn, Inc.	Tissue irrigating solution	5,104,663	N/A	4/14/92	N/A
Akorn, Inc.	Tissue irrigating solution	4,975,419	N/A	12/4/90	N/A

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WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

October 14, 2003

FEDERAL EXPRESS

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: LaSalle Bank/Akorn, Inc.

Dear Commissioner:

Enclosed is a Patent and Trademark Security Agreement together with a check in the amount of \$690 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

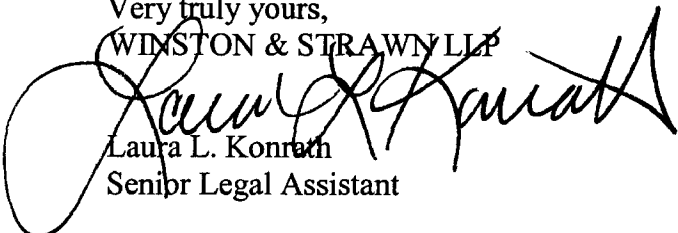
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

RECORDED: 10/27/2003

TRADEMARK
REEL: 002852 FRAME: 0093