

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akorn, Inc.		01/07/2009	CORPORATION:

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as administrative agent
Street Address:	2 Bethesda Metro Center
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	73652686	AK-FLUOR
Serial Number:	77589830	AKORN
Serial Number:	73652683	AK-TAINE
Serial Number:	77012922	AKTEN
Serial Number:	73652685	AK-TROL
Serial Number:	75829828	AKWA TEARS
Serial Number:	73652682	FLUORACAINE
Serial Number:	72203731	FLURESS
Serial Number:	73652684	GENT-AK
Serial Number:	75315149	IC-GREEN
Serial Number:	72190096	INAPSINE
Serial Number:	75825569	INDIGO CARMINE
Serial Number:	71348145	MYOCHRYSSINE
Serial Number:	76178246	MYOCHRYSSINE

CH \$490.00 73652686

Serial Number:	78104806	OCUSHIELD
Serial Number:	75839701	PAREMYD
Serial Number:	75572570	T TAYLOR PHARMACEUTICALS AN AKORN COMPANY
Serial Number:	75829829	TEARS RENEWED
Serial Number:	73652680	TROPICACYL

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642.015003
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	01/09/2009

Total Attachments: 6

source=trademark security agreement#page1.tif

source=trademark security agreement#page2.tif

source=trademark security agreement#page3.tif

source=trademark security agreement#page4.tif

source=trademark security agreement#page5.tif

source=trademark security agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 7, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

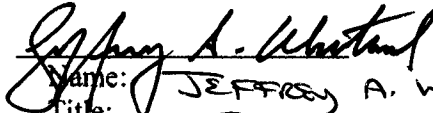
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AKORN, INC.
as Grantor

By: 
Name: JEFFREY A. WHINNELL
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - AKORN]

TRADEMARK
REEL: 003915 FRAME: 0850

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:



Name: Dennis Cloud

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - AKORN]

TRADEMARK
REEL: 003915 FRAME: 0851

ACKNOWLEDGMENT OF GRANTOR

State of ILLINOIS)

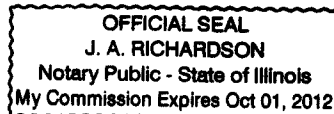
County of LAKE)

ss.

On this 5th day of January, 2009 before me personally appeared JERRY A. WHITWELL, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Akorn, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003915 FRAME: 0852

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>
AK-FLUOR	73/652686	02-Apr-1987
AKORN	77/589830	09-Oct-2008
AK-TAINE	73/652683	02-Apr-1987
AKTEN	77/012922	03-Oct-2006
AK-TROL	73/652685	02-Apr-1987
AKWA TEARS	75/829828	22-Oct-1999
FLUORACAINE	73/652682	02-Apr-1987
FLURESS	72/203731	12-Oct-1964
GENT-AK	73/652684	02-Apr-1987
IC-GREEN	75/315149	26-Jun-1997
INAPSINE	72/190096	01-Apr-1964
INDIGO CARMINE	75/825569	09-Nov-1999
MYOCHRYSINE	71/348145	03-Mar-1934
MYOCHRYSINE	76/178246	11-Dec-2000
OCUSHIELD	78/104806	25-Jan-2002
PAREMYD	75/839701	04-Nov-1999
T TAYLOR PHARMACEUTICALS AN AKORN COMPANY	75/572570	16-Oct-1998
TEARS RENEWED	75/829829	22-Oct-1999
TROPICACYL	73/652680	02-Apr-1987