

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Amneal Pharmaceuticals LLC</td> <td></td> <td>12/16/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Amneal Pharmaceuticals of New York, LLC</td> <td></td> <td>12/16/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Amneal Pharmaceuticals LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE	Amneal Pharmaceuticals of New York, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE			
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Amneal Pharmaceuticals of New York, LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE													
<b>RECEIVING PARTY DATA</b>																
<b>Name:</b>	General Electric Capital Corporation, as Agent															
<b>Street Address:</b>	Two Bethesda Metro Center															
<b>City:</b>	Bethesda															
<b>State/Country:</b>	MARYLAND															
<b>Postal Code:</b>	20814															
<b>Entity Type:</b>	CORPORATION: DELAWARE															
<b>PROPERTY NUMBERS Total: 4</b>																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3256227</td> <td>AMNEAL</td> </tr> <tr> <td>Registration Number:</td> <td>2978031</td> <td>REPREXAIN</td> </tr> <tr> <td>Registration Number:</td> <td>2990679</td> <td>AKYMA</td> </tr> <tr> <td>Serial Number:</td> <td>77097968</td> <td>GENEXA</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3256227	AMNEAL	Registration Number:	2978031	REPREXAIN	Registration Number:	2990679	AKYMA	Serial Number:	77097968	GENEXA
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Serial Number:	77097968	GENEXA														
<b>CORRESPONDENCE DATA</b>																
<b>Fax Number:</b>	(404)572-5128															
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
<b>Phone:</b>	404-572-3458															
<b>Email:</b>	slake@kslaw.com															
<b>Correspondent Name:</b>	Susan Lake, Paralegal															
<b>Address Line 1:</b>	1180 Peachtree Street															
<b>Address Line 2:</b>	King & Spalding															
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309															

**CH \$115.00 3256227**

ATTORNEY DOCKET NUMBER:	09642-015015
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	12/26/2010
Total Attachments: 6 source=Amneal TSA#page1.tif source=Amneal TSA#page2.tif source=Amneal TSA#page3.tif source=Amneal TSA#page4.tif source=Amneal TSA#page5.tif source=Amneal TSA#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2010, 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 and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 16, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Administrative 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 Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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"):

(a) 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;

(b) all renewals and extensions of the foregoing;

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

(d) 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

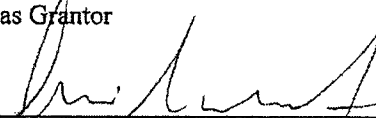
Very truly yours,

AMNEAL PHARMACEUTICALS LLC  
as Grantor

By: 

Name: Chirag Patel  
Title: President

AMNEAL PHARMACEUTICALS OF NEW  
YORK, LLC  
as Grantor

By: 

Name: Chirag Patel  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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,

AMNEAL PHARMACEUTICALS LLC  
as Grantor

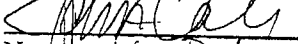
By: \_\_\_\_\_  
Name: Chirag Patel  
Title: President

AMNEAL PHARMACEUTICALS OF NEW  
YORK, LLC  
as Grantor

By: \_\_\_\_\_  
Name: Chirag Patel  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: John Date  
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey  
COUNTY OF Somerset ss.

On this 13<sup>th</sup> day of [December] 2010 before me personally appeared Chirag Patel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Amneal Pharmaceuticals LLC, 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.

Barbara S. Klutch  
Notary Public

BARBARA S. KLUTCH  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 6/18/2016

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey  
COUNTY OF Somerset ss.

On this 13<sup>th</sup> day of [December] 2010 before me personally appeared Chirag Patel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Amneal Pharmaceuticals of New York, LLC, 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.

Barbara S. Klutch  
Notary Public

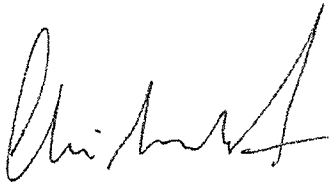
BARBARA S. KLUTCH  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 6/18/2016

TRADEMARK SECURITY AGREEMENT

AMNEAL PHARMACEUTICALS LLC

Schedule I  
to  
Trademark Security Agreement

Trademark	Owner	Registration No.	Serial No.	Filing/Registration Date	Country	Status
AMNEAL	Amneal Pharmaceuticals LLC	3,256,227	78/954,969	6/26/2007	US	Live
REPRESXAIN	Amneal Pharmaceuticals of New York, LLC	2,978,031	76/584,625	7/26/2005	US	Live
AKYMA	Akyma Pharmaceuticals, LLC (assets purchased by Amneal Pharmaceuticals LLC)	2,990,679	78/416,894	3/15/2005	US	Live
GENEXA	Amneal Pharmaceuticals LLC		77/097,968	2/2/2007	US	Pending Registration



TRADEMARK SECURITY AGREEMENT

AMNEAL PHARMACEUTICALS LLC