

11-22-10

TRADEMARK ASSIGNMENT

12-06-2010

Electronic Version v1.1

Stylesheet Version v1.1



103612909

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALVOGEN IPCO S.A R.L.		11/19/2010	PRIVATE COMPANY WITH LIMITED LIABILITY: LUXEMBOURG

RECEIVING PARTY DATA

Name:	U S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties
Street Address:	ONE FEDERAL STREET, 3RD FLOOR
Internal Address:	ATTN: CORPORATE TRUST SERVICES, ALISON D B NADEAU
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77939659	A
Serial Number:	85103777	A P
Serial Number:	85101172	ALMATICA
Serial Number:	77879548	ALVOGEN
Serial Number:	85036119	AZTIQ
Serial Number:	85031064	AZTIQ
Serial Number:	85031047	AZTIQ PHARMA

TRADEMARK

Serial Number:	77879560	NORWICH
Registration Number:	1262183	
Registration Number:	1252117	
Registration Number:	1492883	MACROBID
Registration Number:	1239148	MACRODANTIN
Registration Number:	1246810	MACRODANTIN
Registration Number:	843999	MACRODANTIN

**CORRESPONDENCE DATA**

Fax Number: (213)226-4028  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 858-1000  
 Email: kevin.davis@pillsburylaw.com  
 Correspondent Name: CYNTHIA PYUN, ESQ.  
 Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP  
 Address Line 2: 1540 BROADWAY  
 Address Line 4: NEW YORK, NEW YORK 10036-4039

ATTORNEY DOCKET NUMBER: 258340-0000046

NAME OF SUBMITTER: CYNTHIA PYUN

Signature: /Cynthia Pyun/

Date: 11/22/2010

**Total Attachments: 7**

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- source=Trademark Security Agreement (Alvogen IPCO) - EXEC#page2.tif
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- source=Trademark Security Agreement (Alvogen IPCO) - EXEC#page4.tif
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- source=Trademark Security Agreement (Alvogen IPCO) - EXEC#page6.tif
- source=Trademark Security Agreement (Alvogen IPCO) - EXEC#page7.tif

**RECEIPT INFORMATION**

ETAS ID: TM187754  
 Receipt Date: 11/22/2010  
 Fee Amount: \$365

*pd.*

Date	Num.	Type	Code	Amount	Date	DA
11/23/2010	00006285	<u>4</u>	<u>8521</u>	\$40.00	11/22/2010	DA 033975
11/23/2010	00006286	<u>4</u>	<u>8522</u>	\$325.00	11/22/2010	DA 033975

**TRADEMARK**

## TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT, dated as of November 19, 2010, is entered into by ALVOGEN IPCO S.À R.L., a private company with limited liability (*société à responsabilité limitée*) incorporated under the Laws of the Grand-Duchy of Luxembourg (the "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below) (the "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement dated as of October 22, 2010 by and between Grantor, Collateral Agent and the other parties party thereto (the "Collateral Agreement"), Grantor has agreed to grant to the Collateral Agent a first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including trademark applications and registrations; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Collateral Agent this Trademark Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademark registrations set forth in Schedule I hereto (the "Trademarks");

(b) all goodwill of the business associated with the Trademarks; and

(d) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Collateral Agreement secures prompt payment to the Secured Parties of the Obligations. This Trademark Collateral Agreement and the lien and security interest created hereby secures the payment and

performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Collateral Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Collateral Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Collateral Agent to modify this Trademark Collateral Agreement by amending Schedule I to include any new trademark rights of Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Trademark Collateral Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Trademark Collateral Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Trademark Collateral Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Trademark Collateral Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Trademark Collateral Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

8. CAPTIONS. The captions contained in this Trademark Collateral Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

9. TERMINATION AND RELEASE. This Trademark Collateral Agreement shall terminate in accordance with the Collateral Agreement.

10. ENTIRE AGREEMENT. This Trademark Collateral Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

11. COUNTERPARTS. This Trademark Collateral 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 Trademark Collateral Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

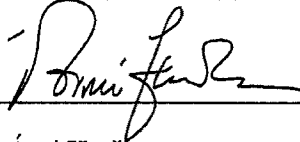
12. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Trademark Collateral Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.

13. GOVERNING LAW. THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.

[signature page follows]

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

ALVOGEN IPCO S.À R.L.

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

Name: Árni Harðarson

Title: Manager

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

Name: Tarek Farouki

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

ALVOGEN IPCO S.À R.L.

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

Name: Árni Harðarson

Title: Manager

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

Name: Tarek Farouki

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

ALVOGEN IPCO S.À R.L.


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

Name: \_\_\_\_\_

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

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

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

Name Alison D.B. Nadeau

Title Vice President



SCHEDULE I  
to  
TRADEMARK COLLATERAL AGREEMENT

TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>
A	77/939,659
A P	85/103,777
ALMATICA	85/101,172
ALVOGEN	77/879,548
AZTIQ and Design	85/036,119
AZTIQ	85/031,064
AZTIQ PHARMA and Design	85/031,047
NORWICH	77/879,560

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
DESIGN ONLY	1,262,183
DESIGN ONLY	1,252,117
MACROBID	1,492,883
MACRODANTIN and Design	1,239,148
MACRODANTIN and Design	1,246,810
MACRODANTIN	843,999

Trademark Licenses