

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.		10/07/2011	CORPORATION: LOUISIANA
Advanced Vision Research, Inc.		10/07/2011	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	231 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3774019	AKORN
Registration Number:	2340300	T TAYLOR PHARMACEUTICALS AN AKORN COMPANY
Registration Number:	2389845	INDIGO CARMINE
Registration Number:	2429583	AKWA TEARS
Registration Number:	2429584	TEARS RENEWED
Registration Number:	2509820	MYOCHRYSSINE
Registration Number:	2775998	PAREMYD
Registration Number:	318890	MYOCHRYSSINE
Registration Number:	783911	INAPSINE
Registration Number:	789323	FLURESS
Registration Number:	0808363	CAPASTAT
Registration Number:	1464240	TROPICACYL
Registration Number:	1464246	AK-FLUOR

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Registration Number:	1464243	AK-TAINE
Registration Number:	1464245	AK-TROL
Registration Number:	1464242	FLUORACAINE
Registration Number:	1464244	GENT-AK
Registration Number:	2189196	IC-GREEN
Registration Number:	3631872	AKTEN
Registration Number:	3954229	ADVANCING THE NEW VISION
Registration Number:	2041112	THERATEARS
Registration Number:	2171942	PHARMACEUTICALS WITH A MISSION
Registration Number:	2173882	ADVANCED VISION RESEARCH
Registration Number:	2770188	THERATEARS
Registration Number:	3140041	STERILID
Registration Number:	3181614	THERATEARS STERILID
Registration Number:	3513562	MACUTRITION
Registration Number:	3604086	NUTRIDOX
Registration Number:	3688179	IHEAT
Registration Number:	3786085	THERATEARS XTRA
Registration Number:	3791171	EVANESCE
Registration Number:	3887976	STABILOSE

CORRESPONDENCE DATA

Fax Number: (312)920-3689
Phone: 312.750.8883
Email: agott@mcguirewoods.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Allison Gott, McGuireWoods LLP
Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2039261-0127
NAME OF SUBMITTER:	Allison W. Gott
Signature:	/Allison W. Gott/
Date:	10/13/2011

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of October 7, 2011 (this "Trademark Security Agreement"), is made by **AKORN, INC.**, a Louisiana corporation ("Akorn"), **ADVANCED VISION RESEARCH, INC.**, a Massachusetts corporation ("AVR"), **AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (together with Akorn and AVR, collectively, the "Grantors", and each individually, a "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association in its capacity as Agent (the "Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. Akorn, AVR, certain Affiliates of Akorn, the Agent, and certain financial institutions are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement, each Grantor hereby agrees as follows:

1. **Grant of Security Interest in Trademark Collateral.** Schedule 1 attached hereto sets forth all trademark and service mark applications and registrations owned by any Grantor and filed with the United States Patent and Trademark Office and any foreign equivalent trademark authority and each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under said applications and registrations along with any other trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all renewals thereof and all goodwill associated therewith or symbolized thereby, owned by any Grantor, and all proceeds thereof (collectively, "Trademarks"), which security interest shall secure the Obligations; provided, that no security interest shall be granted in any United States intent-to-use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

2. **Loan 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 Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the indefeasible payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.


5. **Governing Law.** This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

[Signature Pages Follow]

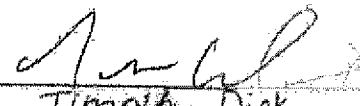
IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

AKORN, INC.
a Louisiana corporation

By: 
Name: Timothy Dick
Title: CEO

ADVANCED VISION RESEARCH, INC.,
a Massachusetts corporation

By: 
Name: Timothy Dick
Title: CEO

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: Andrew J. Heine
Name: ANDREW J. HEINE
Title: SENIOR VICE PRESIDENT


Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004641 FRAME: 0172

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Trademark Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
AKORN®	Akorn	Registered	3,774,019 (April 13, 2010)	United States
	Akorn	Renewed	2,340,300 (April 11, 2000)	United States
INDIGO CARMINE®	Akorn	Renewed	2,389,845 (Sept. 26, 2000)	United States
AKWA TEARS®	Akorn	Renewed	2,429,583 (February 20, 2001)	United States
TEARS RENEWED®	Akorn	Renewed	2,429,584 (February 20, 2001)	United States
MYOCHRYSINE®	Akorn	Renewed	2,509,820 (Nov. 20, 2001)	United States
PAREMYD®	Akorn	Registered	2,775,998 (October 21, 2003)	United States
MYOCHRYSINE®	Akorn	Renewed	318,890 (Nov. 6, 1934)	United States
INAPSINE®	Akorn	Renewed	783,911 (January 26, 1965)	United States

Schedule 1

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**TRADEMARK
REEL: 004641 FRAME: 0173**

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
FLURESS ®	Akorn	Renewed	789,323 (May 11, 1965)	United States
CAPASTAT®	Akorn	Renewed	808,363 (May 17, 1966)	United States
TROPICACYL®	Akorn	Renewed	1,464,240 (Nov. 10, 1987)	United States
AK-FLUOR®	Akorn	Renewed	1,464,246 (Nov. 10, 1987)	United States
AK-TAINE®	Akorn	Renewed	1,464,243 (Nov. 10, 1987)	United States
AK-TROL®	Akorn	Renewed	1,464,245 (Nov. 10, 1987)	United States
FLUORACAINE®	Akorn	Renewed	1,464,242 (Nov. 10, 1987)	United States
GENT-AK®	Akorn	Renewed	1,464,244 (Nov. 10, 1987)	United States
IC-GREEN®	Akorn	Renewed	2,189,196 (Sept. 15, 1998)	United States
AKTEN®	Akorn	Registered	3,631,872 (June 2, 2009)	United States
ADVANCING THE NEW VISION™	Akorn	Registered	3,954,229 (May 3, 2011)	United States
IC-GREEN®	Akorn	Registered	TMA531645 (August 23, 2000)	Canada
IC-GREEN®	Akorn	Registered	447511 (Dec. 15, 1997)	Switzerland
IC-GREEN®	Akorn	Registered	97/684025 (December 5, 1997)	France
IC-GREEN®	Akorn	Registered	39729824 (Sept. 16, 1997)	Germany

Schedule 1

32564161.4

TRADEMARK
REEL: 004641 FRAME: 0174

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
IC-GREEN®	Akorn	Registered	794028 (Nov. 29, 1999)	Italy
IC-GREEN®	Akorn	Registered	VR199703234 (July 25, 1997)	Denmark
STABILON®	AVR	Registered	1064551	Australia
THERATEARS®	AVR	Renewed	2,041,112	United States
THERATEARS®	AVR	Registered	002153476	European Union
PHARMACEUTICALS WITH A MISSION®	AVR	Renewed	2,171,942	United States
ADVANCED VISION RESEARCH®	AVR	Renewed	2,173,882	United States
THERATEARS®	AVR	Registered	2,770,188	United States
THERATEARS®	AVR	Registered	002996155	European Union
STERILID®	AVR	Registered	3,140,041	United States
THERATEARS STERILID®	AVR	Registered	3,181,614	United States
MACUTRITION®	AVR	Registered	3,513,562	United States
NUTRIDOX®	AVR	Registered	3,604,086	United States
IHEAT®	AVR	Registered	3,688,179	United States
THERATEARS XTRA®	AVR	Registered	3,786,085	United States

Schedule 1

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TRADEMARK
REEL: 004641 FRAME: 0175

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
EVANESCE®	AVR	Registered	3,791,171	United States
STERILID®	AVR	Registered	004549721	European Union
STABILOSE®	AVR	Registered	3,887,976	United States
STERICLEAN™	AVR	Allowed – Will Abandon	77/373224	United States
ADVANCED VISION PHARMACEUTICALS™	AVR	Allowed	77/778,235	United States
JEFFREY P. GILBARD, MD	AVR	Allowed	85/121,025	United States
THERATEARS®	AVR	Registered	902036	Mexico
STERILID®	AVR	Registered	907931	Mexico
STERILID®	AVR	Registered	1064550	Australia
STERILID®	AVR	Registered	1376561	India
THERATEARS®	AVR	Renewed	730182	Australia
THERATEARS®	AVR	Renewed	274324	New Zealand
THERATEARS®	AVR	Registered	TMA573,256	Canada
THERATEARS®	AVR	Registered	TMA641,310	Canada
THERATEARS®	AVR	Registered	1376560	India

Schedule 1

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TRADEMARK
REEL: 004641 FRAME: 0176

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
THERALID®	AVR	Registered	TMA766,079	Canada

Schedule 1

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