

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
AMNEAL PHARMACEUTICALS LLC		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
AMNEAL PHARMACEUTICALS OF NEW YORK, LLC		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4334315	
Registration Number:	4411523	GENERIC'S NEW GENERATION
Registration Number:	4197066	AMNEAL PHARMACEUTICALS
Registration Number:	3256227	AMNEAL
Registration Number:	4163617	AMNEAL
Registration Number:	2341466	PYRIDIDIUM PLUS
Registration Number:	0251253	PYRIDIDIUM
Registration Number:	2978031	REPRESXAIN

CORRESPONDENCE DATA

Fax Number: 4045725135  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$215.00 4334315

Phone: 404-572-3493  
Email: kosborne@kslaw.com  
Correspondent Name: Karen Osborne, Senior Paralegal  
Address Line 1: 1180 Peachtree Street, N.E.  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-015015
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NAME OF SUBMITTER:	Karen Osborne
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Signature:	//Karen Osborne//
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Date:	11/01/2013
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2013, 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 Revolving Credit Agreement, dated as of November 1, 2013 (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 dated as of November 1, 2013 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.

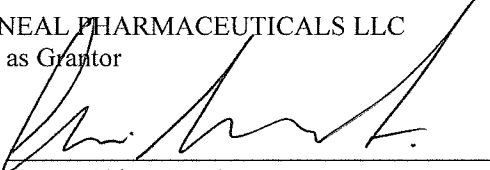
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

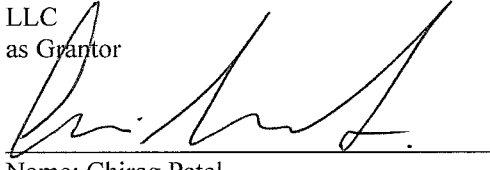
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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:  
Its Duly Authorized Signatory

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

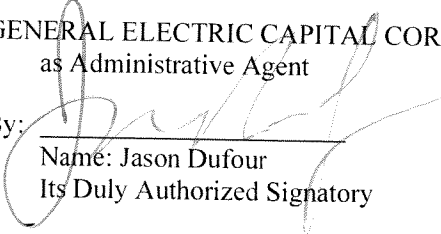
By: \_\_\_\_\_  
Name: Chirag Patel  
Title: President

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: Jason Dufour  
Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (ABL Facility)]

**TRADEMARK**  
**REEL: 005143 FRAME: 0933**

Schedule I  
to  
Trademark Security Agreement

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
	Amneal Pharmaceuticals LLC	85-724888 4334315	09/10/2012 05/14/2013
GENERIC'S NEW GENERATION	Amneal Pharmaceuticals LLC	85376971 4411523	07/21/2011 10/01/2013
AMNEAL PHARMACEUTICALS [and Design] 	Amneal Pharmaceuticals LLC	4197066	08/28/2012
AMNEAL	Amneal Pharmaceuticals LLC	3256227	06/26/2007
AMNEAL	Amneal Pharmaceuticals LLC	4163617	06/26/2012
PYRIDIDIUM PLUS	Amneal Pharmaceuticals LLC	2341466	04/11/2000
PYRIDIDIUM	Amneal Pharmaceuticals LLC	0251253	01/01/1929
REPREXAIN	Amneal Pharmaceuticals of New York, LLC	2978031	07/26/2005