

## 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
LANNETT HOLDINGS, INC.		12/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	1650 Market Street		
Internal Address:	Suite 3550		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	National Bank: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3958609	DIGOX	
Registration Number:	2674394	LANNETT	
Registration Number:	4165093	LCI	
Serial Number:	85033155	C-TOPICAL	
Serial Number:	85848429	LSAT	
CORRESPONDENCE DATA			
Fax Number:	4122883063		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-288-3008		
Email:	khaney@reedsmith.com		
Correspondent Name:	Clay P. Hughes, Esq.		
Address Line 1:	225 Fifth Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		

OP \$140.00 3958609

ATTORNEY DOCKET NUMBER:	129938.20416 CPH
NAME OF SUBMITTER:	Clay P. Hughes
Signature:	/Clay P. Hughes/
Date:	12/20/2013
Total Attachments: 3 source=Short-form Trademark Security Agreement#page1.tif source=Short-form Trademark Security Agreement#page2.tif source=Short-form Trademark Security Agreement#page3.tif	

SHORT-FORM TRADEMARK SECURITY AGREEMENT

This SHORT-FORM TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of December 18, 2013, is made by Lannett Holdings, Inc., a Delaware corporation (the "Grantor"), in favor of Citibank, N.A., as the Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of December 18, 2013 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among Lannett Company, Inc. (the "Borrower"), the Lenders from time to time party thereto and the Agent.

WHEREAS, the Grantor has contemporaneously with the execution of this Agreement entered into the Guaranty and Security Agreement dated as of December 18, 2013 (as amended, restated, modified or supplemented from time to time, the "Guaranty and Security Agreement"), in which the Grantor has granted certain interests in favor of the Agent for the benefit of the Secured Parties (as defined therein); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Grant of Security Interest. The Obligor hereby grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Guaranty and Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks (as defined in the Guaranty and Security Agreement), whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on Exhibit A attached hereto, and all registrations and pending applications associated therewith, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Credit Agreement).

2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

4. Governing Law. THIS AGREEMENT SHALL EACH BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, AND TO THE EXTENT NOT PREEMPTED, THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first set forth above.

LANNETT HOLDINGS, INC.

By: 

Name: Arthur P. Beckrosian

Title: Vice President

EXHIBIT A

<b>Owner</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Status</b>	<b>Expiration Date (if registered)</b>
Lannett Holdings, Inc.	DIGOX	3,958,609	5/10/2011	Registered	Declarations Due by 5/10/2017
Lannett Holdings, Inc.	LANNETT	2,674,394	1/14/2003	Registered	Renewal Due by 1/14/2023
Lannett Holdings, Inc.	LCI	4,165,093	6/26/2012	Registered	Declarations Due by 6/26/2018
Lannett Holdings, Inc.	C-TOPICAL	85/033,155	5/7/2010	Pending	N/A
Lannett Holdings, Inc.	LSAT	85/848,429	2/13/2013	Pending	N/A