

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akorn, Inc.		04/17/2014	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3774019	AKORN	
Registration Number:	2340300	T TAYLOR PHARMACEUTICALS AN AKORN COMPAN	
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:	0318890	MYOCHRYSSINE	
Registration Number:	0783911	INAPSINE	
Registration Number:	0789323	FLURESS	
Registration Number:	0808363	CAPASTAT	
Registration Number:	1464240	TROPICACYL	
Registration Number:	1464246	AK-FLUOR	
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	
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:** 2149813400*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 717 N. Harwood St., Suite 3400**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 36084-39180**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 04/18/2014**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 17, 2014 by and from AKORN, INC., a Louisiana corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Credit Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into an ABL Pledge and Security Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

AKORN, INC.

By: J. Bonaccorsi
Name: Joseph Bonaccorsi
Title: Sr. Vice President and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Owner	Status in Trademark Office	Registration/ Application No. Date	Country
AKORN ®	AKORN	Registered	3,774,019 (April 13, 2010)	United States
AKORN ™	AKORN	Awaiting Initial Response from UTO	441,150 (Nov. 21, 2012)	Uruguay
TAYLOR PHARMACEUTICALS	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 (Feb. 20, 2001)	United States
TEARS RENEWED®	AKORN	Renewed	2,429,584 (Feb. 20, 2001)	United States
MYOCHRYSIN E®	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
FLURESS®	AKORN	Renewed	789,323 (May 11, 1965)	United States
CAPASTAT®	AKORN	Renewed	808,363 (May 17, 1966)	United States
CAPASTAT®	AKORN	Renewed	TM1479666 (November, 10, 1966)	Canada
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
IC-GREEN®	AKORN	Renewed	TMA531645 Aug 23, 2000	Canada
AKTEN®	AKORN	Registered	3,631,872 (June 2, 2009)	United States

ADVANCING THE NEW V ISION™	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
IC-GREEN®	AKORN	Registered	794028 (Nov. 29, 1999)	Italy
IC-GREEN®	AKORN	Registered	VR 199703234 (July 25, 1997)	Denmark