

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

09/08/2014  
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ETAS ID: TM316330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Oak Pharmaceuticals, Inc.		09/05/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Akorn International S.a.r.l.
<b>Street Address:</b>	15 rue Edward Steichen
<b>City:</b>	Luxembourg
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	L02540
<b>Entity Type:</b>	CORPORATION: LUXEMBOURG <i>L Private Limited Liability Company</i>

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1961729	BETIMOL

**CORRESPONDENCE DATA**

Fax Number: 3142592020  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 314-259-2000  
 Email: bcipdocketing@bryancave.com  
 Correspondent Name: Mark A. Paskar  
 Address Line 1: 211 North Broadway, Suite 3600  
 Address Line 4: St. Louis, MISSOURI 63102-2750

CH \$40.00 1961729

<b>ATTORNEY DOCKET NUMBER:</b>	C070900/0234449
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar
<b>SIGNATURE:</b>	/Mark A. Paskar/
<b>DATE SIGNED:</b>	09/08/2014

**Total Attachments: 1**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of September 2, 2014, between Oak Pharmaceuticals, Inc., a corporation organized and existing under the laws of the State of Delaware with a place of business at 1925 West Field Court, Suite 300, Lake Forest Illinois 60045, USA ("Assignor") and Akorn International S.à.r.l., a private limited liability company organized and existing under the laws of Luxembourg with an address at 15 rue Edward Steichen, L02540, Luxembourg ("Assignee").

WHEREAS, Assignor owns the trademark BETIMOL® in the United States of America, in connection with, inter alia, certain pharmaceutical and ophthalmologic preparations, including all applications and registrations therefore, and owns other transferable rights associated with this mark, including, but not limited to, International Register Trademark Registration No. 728498A and U.S. Trademark Reg. Nos. 1,961,729 and 4,442,019, and the goodwill of the business associated with said mark (collectively, the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Mark;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title, and interest in, to and under the Mark (including International Register Trademark Registration No. 728498A and U.S. Trademark Reg. Nos. 1,961,729 and 4,442,019), including any and all goodwill associated therewith, all applications and registrations therefor, all common law rights therein, any and all trademark and/or service mark rights related thereto; and in and to any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Mark.

2. Assignor hereby agrees to execute, acknowledge and deliver any and all documents and to take such other and further actions as Assignee, in its reasonable discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Mark, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Mark.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on behalf of Assignor as of the below date.

**OAK PHARMACEUTICALS, INC.**

By: J. Buacconi

Title: SECRETARY

Date: September 5, 2014