

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

09/26/2014
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ETAS ID: TM318199

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akorn, Inc.,		04/17/2014	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	Watson Laboratories, Inc.,
Street Address:	400 Interpace Parkway
Internal Address:	Morris Corporate Center III
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: Delaware

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1902331	EMLA
Registration Number:	1848947	EMLA

CORRESPONDENCE DATA

Fax Number:

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: 862-261-7000
Email: matthew.brady@actavis.com
Correspondent Name: Matthew O. Brady
Address Line 1: 400 Interpace Parkway
Address Line 2: Actavis, Inc.
Address Line 4: Parsippany, NEW JERSEY 07054

ATTORNEY DOCKET NUMBER:	EMLA
NAME OF SUBMITTER:	Matthew O. Brady
SIGNATURE:	/s/
DATE SIGNED:	09/26/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Trademark Assignment*") is made and entered into and is effective as of April 17, 2014, by and between Akorn, Inc., a Louisiana corporation ("*Assignor*"), and Watson Laboratories, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the record owner in the United States Patent and Trademark Office of the brand names, proprietary names or designations, trade names and registered and unregistered trademarks, service marks, certification marks and trade dress set forth on Schedule 1 attached hereto ("*Trademarks*"); and

WHEREAS, Assignor and Assignee and others are parties to that certain Asset Purchase Agreement dated as of March 21, 2014, pursuant to which, among other things, Assignor has agreed to sell, transfer, assign, convey, deliver and set over to Assignee, and Assignee agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. **Assignment.** Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks together with all registrations and applications for registration therefor and the goodwill of the business symbolized by the Trademarks and (ii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.

3. **Authorization.** Assignor hereby irrevocably authorizes and empowers, and Assignee directs the United States Patent and Trademark Office, its commissioner and other offices, to record Assignee as the owner of the Trademarks. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States for any purpose regarding the subject matter hereof. All costs of recording assignment shall be borne by Assignee.

4. **Post-Closing Obligations.** After the Closing Date, Assignor agrees to make no further use of the Trademarks or any mark confusingly similar thereto, anywhere in the Territory, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Trademarks.

5. **Governing Law.** This Trademark Assignment shall in all respects be construed in accordance with and governed by the substantive laws of the State of New York, without regard to its conflicts of law principles.

6. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first above written.

ASSIGNOR:

Akorn, Inc.,
a Louisiana corporation

By: J. Bonaccorsi
Name: Joseph Bonaccorsi
Title: Secretary

ASSIGNEE:

Watson Laboratories, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first above written.

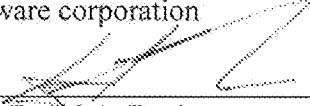
ASSIGNOR:

Akorn, Inc.,
a Louisiana corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

Watson Laboratories, Inc.,
a Delaware corporation

By:  _____
Name: David A. Buchen
Title: Chief Legal Officer -- Global and Secretary

**Schedule 1
Trademarks**

Mark	Reg No.	Serial No.	Date of Registration/Filing	Registered Owner	Country
EMLA	1902331	74406470	7/4/1995	Akorn, Inc.	US
EMLA	1848947	74161847	8/9/1994	Akorn, Inc.	US