

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326100

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignor name from Lloyd, Inc. to Lloyd, Inc. of Iowa (cover sheet attached) previously recorded on Reel 005418 Frame 0030. Assignor(s) hereby confirms the Assignment of the entire interest and goodwill.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LLOYD, Inc. of Iowa		10/02/2014	CORPORATION: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	Akorn Animal Health, Inc.
<b>Street Address:</b>	1925 West Field Court, Suite 300
<b>City:</b>	Lake Forest
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1589685	ANASED
Registration Number:	1587410	YOBINE
Registration Number:	2905937	TOLAZINE
Registration Number:	3648627	BUTORPHIC
Registration Number:	1803032	VETAKET
Serial Number:	85794314	DETOMISED
Serial Number:	85770691	PROPOSED

## 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: 312-602-5100

Email: ndcollora@bryancave.com

Correspondent Name: Mark A. Paskar

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St. Louis, MISSOURI 63102-2750

<b>ATTORNEY DOCKET NUMBER:</b>	C070900/0234449
<b>NAME OF SUBMITTER:</b>	Mark A. Paskar

TRADEMARK

<b>SIGNATURE:</b>	/Mark A. Paskar/
<b>DATE SIGNED:</b>	12/15/2014
<b>Total Attachments: 6</b> source=CoverSheet#page1.tif source=Final_Trademark Assignment Agreement#page1.tif source=Final_Trademark Assignment Agreement#page2.tif source=Final_Trademark Assignment Agreement#page3.tif source=Final_Trademark Assignment Agreement#page4.tif source=Final_Trademark Assignment Agreement#page5.tif	

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM325906

<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
LLOYD, Inc.		10/02/2014	CORPORATION: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	Akorn Animal Health, Inc.
<b>Street Address:</b>	1925 West Field Court, Suite 300
<b>City:</b>	Lake Forest
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60045
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
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<b>Registration Number:</b>	1587410	YOBINE
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**CORRESPONDENCE DATA**

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**Phone:** 312-602-5100  
**Email:** ndcollora@bryancave.com  
**Correspondent Name:** Mark A. Paskar  
**Address Line 1:** 211 North Broadway, Suite 3600  
**Address Line 4:** St. Louis, MISSOURI 63102-2750

<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>	12/11/2014

CH \$190.00 1589685

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into and is effective as of October 2, 2014, by and between LLOYD, Inc. of Iowa, an Iowa corporation having its registered office at 604 W Thomas Avenue, Shenandoah, Iowa 51601 U.S.A ("Assignor"), and Akorn Animal Health, Inc., a Delaware corporation, having its registered office at 1925 West Field Court, Suite 300 Lake Forest, IL 60045 USA ("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 (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Sale and Purchase Agreement dated as of October 2, 2014 (the "Purchase Agreement"), 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. Assignment.** Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, (i) 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.

**2. 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.

**3. Effect of Assignment.** This Trademark Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Trademark Assignment is made without representation or warranty, except as provided in the Purchase Agreement. Nothing contained in this Trademark Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

**4. 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.

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

**[Signature Page Follows]**

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

**ASSIGNOR:**

**LLOYD, INC. OF IOWA**  
an Iowa corporation

By: W. E. Lloyd  
Name: W. E. Lloyd  
Title: Chairman

By: R. Donnelly  
Name: Rich Donnelly  
Title: President & COO

**ASSIGNEE:**

**AKORN ANIMAL HEALTH, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Assignment]

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

**ASSIGNOR:**

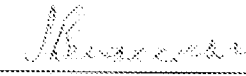
**LLOYD, INC. OF IOWA**  
an Iowa corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**AKORN ANIMAL HEALTH, INC.**  
a Delaware corporation

By:   
Name: Joseph Buccrossi  
Title: Secretary

By:   
Name: Bruce Kutinsky  
Title: President

**Schedule 1  
Trademarks**

1. AnaSed® (xylazine) – Reg. 1,589,685
2. Yobine® (yohimbine) – Reg. 1,587,410
3. Tolazine® (tolazoline) – Reg. 2,905,937
4. Butorpic® (butorphanol) – Reg. 3,648,627
5. VetaKet® (ketamine) – Reg. 1,803,032
6. DetomiSed™ (detomidine) has been filed but not approved
7. PropoSed™ (propofol) has been filed but not approved