

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332963

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release (Reel 4926/ Frame 0791)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank		02/11/2015	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Impax Laboratories, Inc		
<b>Street Address:</b>	30831 Huntwood Avenue		
<b>City:</b>	Hayward		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94544		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77576688	GLOBAL	
<b>Serial Number:</b>	85408765	AVIBRIZ	
<b>Serial Number:</b>	85408755	RYTARI	
<b>Serial Number:</b>	85586918	RYTARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	marina.kelly@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindel LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant		
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/		
<b>DATE SIGNED:</b>	02/23/2015		
<b>Total Attachments: 5</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wells Fargo Bank

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 11, 2015

- Assignment
- Security Agreement
- Other Release (Reel 4926 / Frame 0791)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Impax Laboratories, Inc.

Street Address: 30831 Huntwood Avenue

City: Hayward

State: CA

Country: USA Zip: 94544

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware - USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 08380.595

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

February 23, 2015

Date

Elaine Carrera, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 11, 2015 (this "Termination"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (in such capacity, the "Agent"), in favor of IMPAX LABORATORIES, INC. (the "Grantor"). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement or the Security Agreement, respectively.

**WHEREAS**, pursuant to the terms of that certain Credit Agreement, dated as of February 11, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Impax Laboratories, Inc., (the "Borrower"), the guarantors party thereto from time to time (the "Guarantors"), the financial institutions party thereto from time to time as lenders (collectively, the "Lenders") and the Agent, the Lenders provided a credit facility to the Borrowers;

**WHEREAS**, pursuant to the terms of that certain Security Agreement, dated as of February 11, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Obligors party thereto and the Agent, to secure the prompt payment and performance of all Credit Party Obligations, the Grantor granted to the Agent a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

**WHEREAS**, the Grantor, pursuant to the Notice of Security Interest in Trademarks, dated as of February 11, 2011, by and among the Agent and the Grantor granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"): the trademarks, trademark licenses and trademark applications on Schedule I hereto.

**WHEREAS**, the Notice of Security Interest in Trademarks was recorded at the United States Patent and Trademark Office on December 21, 2012 at Reel 4926, Frame No. 0791; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Trademark Collateral.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By: Charles W. Perry  
Name: CHARLES W. PERRY  
Title: SENIOR VICE PRESIDENT

[Termination of Security Interest in Trademarks-- Impax Laboratories, Inc.]

TRADEMARK  
REEL: 005464 FRAME: 0673

SCHEDULE I

<u>TRADEMARK</u>	<u>OWNER</u>	<u>SERIAL/REGISTRATION NO.</u>	<u>FILING/REGISTRATION DATE</u>
GLOBAL WITH DESIGN	IMPAX LABORATORIES, INC.	77/576688	09/23/2008
AVIBRIZ	IMPAX LABORATORIES, INC.	85/408765	8/26/2011
RYTARI	IMPAX LABORATORIES, INC.	85/408765	8/26/2011
RYTARY	IMPAX LABORATORIES, INC.	85/586918	4/2/2012