

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impax Laboratories, Inc.		03/09/2015	CORPORATION: DELAWARE
CorePharma, L.L.C.		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Amedra Pharmaceuticals LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Lineage Therapeutics Inc.		03/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3933211	GLOBAL	
Registration Number:	3778453	ELADUR	
Registration Number:	3849981	COREPHARMA	
Registration Number:	3930148	ISODITRATE	
Registration Number:	4013212	AMEDRA	
Registration Number:	1177791	DEXEDRINE	
Registration Number:	3797506	ADRENACLICK	
Registration Number:	3101978	TWINJECT	
Registration Number:	3449047	TWINJECT AUTO-INJECTOR	
Registration Number:	2992781	TWINJECT	
Registration Number:	4503141	LINEAGE THERAPEUTICS	
Registration Number:	4503142	LINEAGE THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$315.00 3933211

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Doris Ka, Legal Assistant
Address Line 1: 80 Pine St.
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/11/2015

Total Attachments: 7
source=Impax.Barclays Trademark Security Agreement#page1.tif
source=Impax.Barclays Trademark Security Agreement#page2.tif
source=Impax.Barclays Trademark Security Agreement#page3.tif
source=Impax.Barclays Trademark Security Agreement#page4.tif
source=Impax.Barclays Trademark Security Agreement#page5.tif
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source=Impax.Barclays Trademark Security Agreement#page7.tif

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):

Impax Laboratories, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 9, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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 _____

B. Trademark Registration No.(s) _____

See attached Schedule A

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: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212) 701-3569

Docket Number: 08380.595

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

12

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:

Doris Ka
Signature

March 10, 2015

Date

Doris Ka, Legal Assistant

Name of Person Signing

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

7

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

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	CorePharma, L.L.C.	215 Wood Avenue Middlesex, NJ 08846	Limited Liability Company	Delaware
2.	Amedra Pharmaceuticals LLC	2 Walnut Grove Dr., Suite 190 Horsham, PA 19044	Limited Liability Company	Delaware
3.	Lineage Therapeutics Inc.	2 Walnut Grove Dr., Suite 190 Horsham, PA 19044	Corporation	Delaware

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	Barclays Bank PLC as Collateral Agent	745 Seventh Avenue New York, NY 10019	Bank	USA

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 9, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BARCLAYS BANK PLC, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of March 9, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), among IMPAX LABORATORIES, INC., a Delaware corporation (the “**Borrower**” or “**Impax**”), the Lenders party thereto from time to time, BARCLAYS BANK PLC, as the Administrative Agent and the Collateral Agent, and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated as of March 9, 2015, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all

of such Grantor's right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto (the "**Trademark Collateral**"); *provided*, that in no event shall the Trademark Collateral include, and the security interest shall not attach to, any Excluded Asset, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).


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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.


IMPAX LABORATORIES, INC., Grantor

By: 
Name: Bryan Reasons
Title: Chief Financial Officer

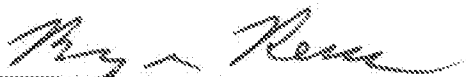
LINEAGE THERAPEUTICS INC., as Grantor

By: 
Name: Bryan Reasons
Title: Chief Financial Officer, Vice President and Treasurer

COREPHARMA, L.L.C., as Grantor

By: 
Name: Bryan Reasons
Title: Chief Financial Officer

AMEDRA PHARMACEUTICALS LLC, as Grantor

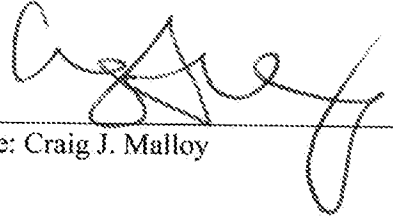
By: 
Name: Bryan Reasons
Title: Chief Financial Officer

[Furyk -- Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005475 FRAME: 0739

BARCLAYS BANK PLC, as Collateral Agent and
Grantee

By:


Name: Craig J. Malloy

Its Duly Authorized Signatory

[Furyk – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005475 FRAME: 0740

SCHEDULE A

Registrations:

Owner	Trademark	Registration Number / Registration Date
Impax Laboratories, Inc.	GLOBAL (w/ logo)	US Reg. No. 3,933,211 March 22, 2011
Impax Laboratories, Inc.	ELADUR	US Reg. No. 3,778,453 April 20, 2010
CorePharma, L.L.C.	Corepharma	US Reg. No. 3,849,981 September 21, 2010
CorePharma, L.L.C.	Isoditrate	US Reg. No. 3,930,148 March 8, 2011
Amedra Pharmaceuticals LLC	Amedra	US Reg. No. 4,013,212 August 16, 2011
Amedra Pharmaceuticals LLC	Dexedrine	US Reg. No. 1,177,791 November 17, 1981
Lineage Therapeutics Inc.	Adrenaclick	US Reg. No. 3,797,506 June 1, 2010
Lineage Therapeutics Inc.	Twinject	US Reg. No. 3,101,978 June 6, 2006
Lineage Therapeutics Inc.	Twinject Auto-injector	US Reg. No. 3,449,047 June 17, 2008
Lineage Therapeutics Inc.	Twinject	US Reg. No. 2,992,781 September 6, 2005
Lineage Therapeutics Inc.	Lineage Therapeutics	US Reg. No. 4,503,141 March 25, 2014
Lineage Therapeutics Inc.	Lineage Therapeutics	US Reg. No. 4,503,142 March 25, 2014