

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alvogen, Inc.		10/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alvogen US IP Holdings 2, LLC		
<b>Street Address:</b>	10 Bloomfield Ave., Building B		
<b>City:</b>	Pine Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07058		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1492883	MACROBID	
<b>Registration Number:</b>	1262183		
<b>Registration Number:</b>	0843999	MACRODANTIN	
<b>Registration Number:</b>	1246810	MACRODANTIN	
<b>Registration Number:</b>	1239148	MACRODANTIN	
<b>Registration Number:</b>	1252117		
<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>	jinelle.park@whitecase.com		
<b>Correspondent Name:</b>	Jinelle Park/White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	4412935-0004-X130		
<b>NAME OF SUBMITTER:</b>	Jinelle Park		
<b>SIGNATURE:</b>	/Jinelle Park/		
<b>DATE SIGNED:</b>	10/26/2015		
<b>Total Attachments: 5</b>			

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### TRADEMARK ASSIGNMENT

WHEREAS, Alvogen, Inc., a corporation existing under the laws of the State of Delaware with offices located at 10 Bloomfield Ave., Building B, Pine Brook, NJ 07058 (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademarks and the registrations therefor listed in the attached Schedule (the "Trademarks");

WHEREAS, Alvogen US IP Holdings 2, LLC, a limited liability company existing under the laws of the State of Delaware with offices located at 10 Bloomfield Ave., Building B, Pine Brook, NJ 07058 (hereinafter "Assignee"), wishes to acquire from Assignor all of Assignor's rights in and to the Trademarks; and

WHEREAS, contemporaneously herewith, the parties hereto have entered into that certain Contribution Agreement pursuant to which Assignor contributes to Assignee all of Assignor's right, title and interest in and to the IP (as defined therein), including the Trademarks, and the parties hereto wish to further memorialize such assignment hereby.

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

1. Effective upon the Effective Date (as defined below), Assignor assigns to Assignee, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made. For purposes of this Agreement, "Effective Date" shall mean (1) the later of (a) the date of full execution of this Agreement by the duly authorized representatives of the parties hereto, and (b) the date of the occurrence of the Restructuring Effective Date (as defined in the Credit Agreement and the Financing Agreement (as such terms are defined in Section 2 hereof)) under each of the Credit Agreement and the Financing Agreement, or (2) such other date as the parties hereto designate in writing.
2. This Trademark Assignment shall be effective as of the Effective Date, which effectiveness shall be expressly subject to the occurrence of the Restructuring Effective Date (as defined in each of (i) the Credit Agreement, dated as of April 2, 2015, by and among Alvogen Pharma US, Inc., the Guarantors from time to time party thereto, Jefferies Finance LLC, as administrative agent, and the lenders from time to time party thereto as lenders (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the Effective Date, the "Credit Agreement"), including, without limitation, the terms and conditions set forth in Section 11.21 thereof and in the definition of "Restructuring Transactions" set forth therein; and (ii) the Financing Agreement, dated as of April 2, 2015, by and among Alvogen Pharma US, Inc., Alvogen, Inc., Almatica Pharma, Inc. and Norwich

Pharmaceuticals, Inc., as borrowers, the lenders from time to time party thereto, and HSBC Bank USA, National Association, as administrative agent for the lenders party thereto (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the Effective Date, the "Financing Agreement"), including, without limitation, to the terms and conditions set forth in Section 15.18 thereof and in the definition of "Restructuring Transactions" set forth therein).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this assignment as of the date first written below.

Dated: 14 October 2015

ALVOGEN, INC., as Assignor

By:   
Name: Kevin M. Bain  
Title: Chief Financial Officer

Dated: 14 October 2015

ALVOGEN US IP HOLDINGS 2, LLC, as  
Assignee

By:   
Name: Kevin M. Bain  
Title: Chief Financial Officer

Signature Page for Step 6(c)(ii)(2) -- Trademark Assignment from Alvogen, Inc. to Alvogen US IP Holdings 2, LLC

**TRADEMARK**  
**REEL: 005653 FRAME: 0124**

## SCHEDULE

Trademark	Country	Status	Reg. Date	Reg. No.
Macrobid	United States of America	Registered	June 21, 1988	1492883
Capsule Design	United States of America	Registered	December 27, 1983	1262183
Macrochantin	United States of America	Registered	February 13, 1968	0843999
Macrochantin	United States of America	Registered	August 2, 1983	1246810
Macrochantin	United States of America	Registered	May 24, 1983	1239148
Capsule Design	United States of America	Registered	September 27, 1983	1252117

Schedule for Step 6(c)(ii)(2) – Trademark Assignment from Alvogen, Inc. to Alvogen US IP Holdings 2, LLC