TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alvogen US IP Holdings 2, LLC		11/09/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank USA, National Association
Street Address:	425 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1492883	MACROBID
Registration Number:	1262183	
Registration Number:	0843999	MACRODANTIN
Registration Number:	1246810	MACRODANTIN
Registration Number:	1239148	MACRODANTIN
Registration Number:	1252117	

OP $165.00 1492883

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159590
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/

DATE SIGNED:	11/18/2015

Total Attachments: 5
source=USPTO Submission - Alvogen US IP Holdings 2, LLC (Trademarks)#page2.tif
source=USPTO Submission - Alvogen US IP Holdings 2, LLC (Trademarks)#page3.tif
source=USPTO Submission - Alvogen US IP Holdings 2, LLC (Trademarks)#page4.tif
source=USPTO Submission - Alvogen US IP Holdings 2, LLC (Trademarks)#page5.tif
source=USPTO Submission - Alvogen US IP Holdings 2, LLC (Trademarks)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Alvogen US IP Holdings 2, LLC (the "Grantor"), hereby grants to HSBC Bank USA, National Association, as agent (the "Grantee"), a continuing security interest in: (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Trademarks"), (ii) all of the Grantor's right, title and interest in, to and under to the United States patent, patent registrations and patent applications set forth on Schedule B attached hereto (the "Patents", and collectively with the Trademarks, the "Marks"), (iii) all proceeds and products of the Marks, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Financing Agreement by and among the Grantor, the borrowers party thereto, the Grantee, and certain other parties thereto, dated as of March 24, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Financing Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Financing Agreement, all terms and provisions of which are incorporated herein by reference.

Reference is made to the Amended and Restated Lien Subordination and Intercreditor Agreement dated as of April 2, 2015, among Jefferies Finance, LLC, as Term Loan Administrative Agent and Term Loan Collateral Agent for the Term Loan Secured Parties, Grantee as the ABL Collateral Agent for the applicable ABL Secured Parties referred to therein, and Alvogen Pharma US, Inc. and its subsidiaries listed therein (as amended, modified, restated

TRADEMARK
REEL: 005672 FRAME: 0131

and/or supplemented from time to time, the "Intercreditor Agreement"; capitalized terms used in this paragraph and not defined shall have the meaning assigned to them in the Intercreditor Agreement). Notwithstanding any other provision contained herein, this Grant, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Senior Security Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK
REEL: 005672 FRAME: 0132

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9thday of November, 2015.

ALVOGEN US IP HOLDINGS 2, LLC

By: _____

Name: Kevin Bain

Title: Chief Financial Officer and Executive Vice President

Schedule A
(Trademarks)

Schedule of U.S .Federal Trademarks / Applications

No.	Word Mark	Registration Number
1.	Macrobid	1492883
2.	Capsule Design	1262183
3.	Macrodantin	0843999
4.	Macrodantin	1246810
5.	Macrodantin	1239148
6.	Capsule Design	1252117

Schedule B
(Patents)

Schedule of U.S. Federal Patents / Applications

None.