

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372123

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HSBC BANK USA, NATIONAL ASSOCIATION | | 01/29/2016 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Alvogen US IP Holdings, LLC | | |
| Street Address: | 10 Bloomfield Avenue, Building B | | |
| City: | Pine Brook | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07058 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1955461 | NAPRELAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123037064 | | |
| <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> | | | |
| Phone: | 2123186824 | | |
| Email: | christinedionne@paulhastings.com | | |
| Correspondent Name: | Christine Dionne c/o Paul Hastings LLP | | |
| Address Line 1: | 75 East 55th Street | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 94252.00002 | | |
| NAME OF SUBMITTER: | Christine Dionne | | |
| SIGNATURE: | /Christine Dionne/ | | |
| DATE SIGNED: | 02/05/2016 | | |
| Total Attachments: 4 | | | |
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| source=Alvogen Termination Release of Security Interest in Trademarks#page2.tif | | | |
| source=Alvogen Termination Release of Security Interest in Trademarks#page3.tif | | | |
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "*Termination and Release*") is granted as of January 29, 2016 by **HSBC BANK USA, NATIONAL ASSOCIATION**, as Agent (the "*Agent*") in favor of the Grantors (as such term is defined below).

WHEREAS, ALVOGEN INC., a Delaware corporation ("*Alvogen*") and **ALMATICA PHARMA INC.**, a Delaware corporation ("*Almatica Pharma*"), entered into an intellectual property security agreement dated as of March 24, 2014 (as amended, modified or supplemented prior to the date hereof, the "*Trademark Agreement*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on March 25, 2014, at Reel 5243, Frame 0423.

WHEREAS, ALVOGEN AZ IP HOLDINGS, LLC, a Delaware limited liability company ("*AZ IP*"), entered into an intellectual property security agreement dated as of November 9, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #2*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5672, Frame 0122.

WHEREAS, ALVOGEN US IP HOLDINGS, LLC, a Delaware limited liability company ("*US IP Holdings*"), entered into an intellectual property security agreement dated as of November 9, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #3*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5671, Frame 0181.

WHEREAS, ALVOGEN US IP HOLDINGS 2, LLC, a Delaware limited liability company ("*US IP Holdings 2*"), entered into an intellectual property security agreement dated as of November 9, 2015 ("*Trademark Agreement #4*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5672, Frame 0129.

WHEREAS, each of Alvogen, Almatica Pharma, AZ IP, US IP Holdings and US IP Holdings 2 (each, a "*Grantor*," and collectively, the "*Grantors*") granted the Agent, under the terms of the Trademark Agreement, Trademark Agreement #2, Trademark Agreement #3, and Trademark Agreement #4 (collectively, the "*Grants*"), a continuing security interest (each, a "*Security Interest*" and collectively, the "*Security Interests*") in favor of the Agent, in and to certain of Grantors' intellectual property, including without limitation the trademarks listed in **Schedule 1** and all of the goodwill of the business connected with the use of, and symbolized by the trademarks, as well as all proceeds and claims based on past, present, or future infringement (collectively, the "*Trademarks*").

WHEREAS, the Grantors have requested that Agent provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its Security Interests in and liens on the Trademarks described in the Grants as herein provided.

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

1. terminates the Grants and releases, terminates and discharges all liens and Security Interests in each Grantor's right, title and interest in, to and under the Trademarks including those Trademarks identified in Schedule 1 hereto; and
2. agrees that it shall, and at any Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to Grantors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Jake Mouncey

Title: Vice President

SCHEDULE I

TRADEMARKS

Reel 5243, Frame 0423
 Avogen Inc. and Almatica Pharma Inc.

| No. | Word Mark | Application Number | Registration Number |
|-----|-------------|--------------------|---------------------|
| 1. | MACRODANTIN | 72280521 | 843999 |
| 2. | MACRODANTIN | 73341386 | 1246810 |
| 3. | MACRODANTIN | 73341387 | 1239148 |
| 4. | (DESIGN) | 73341388 | 1252117 |
| 5. | (DESIGN) | 73345583 | 1262183 |
| 6. | TODAY | 73552216 | 1387999 |
| 7. | MACROBID | 73692944 | 1492883 |
| 8. | TODAY | 76537776 | 3307734 |
| 9. | TODAY | 76537778 | 3418798 |
| 10. | TODAY | 76978100 | 3121336 |
| 11. | TODAY | 77232969 | 3398167 |
| 12. | TODAY | 78361802 | 3325626 |
| 13. | NAPRELAN | 73659443 | 1955461 |

5672, Frame 0122
 Alvogen AZ IP Holdings, LLC

| No. | Word Mark | Registration Number |
|-----|------------|---------------------|
| 1. | TENORETIC | 1148645 |
| 2. | TENORMIN | 3964271 |
| 3. | ZESTRIL | 1447100 |
| 4. | ZESTORETIC | 1521488 |

Reel 5671, Frame 0181
 Alvogen US IP Holdings, LLC

| No. | Word Mark | Registration Number |
|-----|-----------|---------------------|
| 1. | NAPRELAN | 1955461 |

Reel 5672, Frame 0129
 Alvogen US IP Holdings 2, LLC

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