

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (5668/0778)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC, acting in its capacity as the successor administrative agent to General Electric Capital Corporation		05/04/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Amneal Pharmaceuticals LLC
Street Address:	400 Crossing Boulevard, Third Floor
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	Limited Liability Company: DELAWARE
Name:	Amneal Pharmaceuticals of New York, LLC
Street Address:	400 Crossing Boulevard, Third Floor
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4334315	
Registration Number:	4411523	GENERIC'S NEW GENERATION
Registration Number:	4197066	AMNEAL PHARMACEUTICALS
Registration Number:	3256227	AMNEAL
Registration Number:	4163617	AMNEAL
Registration Number:	2341466	PYRIDIDIUM PLUS
Registration Number:	0251253	PYRIDIDIUM
Registration Number:	2978031	REPREXAIN
Registration Number:	4557571	LOMEDIA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4690032	LOPREEZA

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	059050-0008
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/04/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”), dated as of May 4, 2018, is made by Healthcare Financial Solutions, LLC, acting in its capacity as the successor administrative agent to General Electric Capital Corporation (“GECC”) (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement), in favor of Amneal Pharmaceuticals LLC and Amneal Pharmaceuticals of New York, LLC (the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreements (as defined below).

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2013 (as same may be amended, restated, supplemented or otherwise modified from time to time), among Borrower, Grantors, the Lenders from time to time party thereto and GECC (the “Credit Agreement”), all of the Grantors became a party to the Guaranty and Security Agreement, pursuant to which GECC and the Grantors entered into those certain Trademark Security Agreements listed in Exhibit A (the “Trademark Security Agreements”);

WHEREAS, the Trademark Security Agreements were recorded with the U.S. Patent and Trademark Office at reel/frame 5319/0058, 5143/0945, 5421/0955, 5502/0407;

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement, the Grantors mortgaged, pledged and hypothecated to GECC for the benefit of the Secured Parties a Lien on and security interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreements) (the “Collateral”);

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement (“Omnibus Agreement”) by and between GECC and the Agent, GECC assigned to Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, including the Trademark Security Agreements;

WHEREAS, pursuant to the Omnibus Agreement, GECC and the Agent entered into that certain Assignment of Intellectual Property Security Agreement, dated November 16, 2015 (“Assignment Agreement”);

WHEREAS, the Assignment Agreement was recorded with the U.S. Patent and Trademark Office on November 16, 2015 at reel/frame 5668/0778;

WHEREAS, the Agent acknowledges full payment, complete performance and satisfaction of all obligations pursuant to the Credit Agreement and the Guaranty and Security Agreement have been made; and

WHEREAS, the Agent intends to release and terminate the entirety of its security interest in and to the Collateral and terminate the Trademark Security Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent, on behalf of the Secured Parties, hereby:

- a) terminates, cancels and releases, without recourse, its security interest in all of the right, title and interest in, to and under the Collateral, including, without limitation, (i) the trademark applications and registrations listed on Schedule A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of the Grantors' business connected with and symbolized by such trademarks, trademark licenses and trademark applications;
- b) to the extent the Agent shall be deemed to have any right, title or interest in or to the Collateral, transfers, assigns and conveys to the Grantors any such right, title or interest in or to the Collateral, without recourse, representation or warranty;
- c) terminates the Trademark Security Agreements recorded on behalf of GECC set forth on Exhibit A and subsequently assigned to the Agent; and
- d) authorizes the Grantors to record this Release with the United States Patent and Trademark Office, and hereby requests that the Commissioner for Trademarks record this Release.

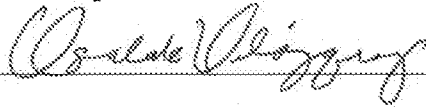
The Agent shall, at Grantors' sole cost and expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.

HEALTHCARE FINANCIAL SOLUTIONS, LLC,

as the Agent

By: 

Name: Osvaldo Velázquez

Title: Duly Authorized Signatory

EXHIBIT A

1. Trademark Security Agreement, dated as of November 1, 2013, recorded with the U.S. Patent and Trademark Office on November 1, 2013 at Reel/Frame No. 5143/0945.

2. Trademark Security Agreement, dated as of July 9, 2014, recorded with the U.S. Patent and Trademark Office on July 9, 2014 at Reel/Frame No. 5319/0058.

3. Trademark Security Agreement, dated as of December 18, 2014, recorded with the U.S. Patent and Trademark Office on December 18, 2014 at Reel/Frame No. 5421/0955.

4. Trademark Security Agreement, dated as of April 17, 2015, recorded with the U.S. Patent and Trademark Office on April 22, 2015 at Reel/Frame No. 5502/0407.

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE
	Amneal Pharmaceuticals LLC	85-724888 4334315	09/10/2012 05/14/2013
GENERIC'S NEW GENERATION	Amneal Pharmaceuticals LLC	85376971 4411523	07/21/2011 10/01/2013
AMNEAL PHARMACEUTICALS [and Design] 	Amneal Pharmaceuticals LLC	4197066	08/28/2012
AMNEAL	Amneal Pharmaceuticals LLC	3256227	06/26/2007
AMNEAL	Amneal Pharmaceuticals LLC	4163617	06/26/2012
PYRIDIDIUM PLUS	Amneal Pharmaceuticals LLC	2341466	04/11/2000
PYRIDIDIUM	Amneal Pharmaceuticals LLC	0251253	01/01/1929
REPREXAIN	Amneal Pharmaceuticals of New York, LLC	2978031	07/26/2005
REPREXAIN	Amneal Pharmaceuticals LLC	2978031	07/26/2005
LOMEDIA	Amneal Pharmaceuticals LLC	4557571	June 24, 2014
LOPREEZA	Amneal Pharmaceuticals LLC	4690032	02/17/2015