

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKORN ANIMAL HEALTH, INC.		02/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3648627	BUTORPHIC	
Registration Number:	2905937	TOLAZINE	
Registration Number:	1803032	VETAKET	
Registration Number:	1589685	ANASED	
Registration Number:	1587410	YOBINE	
Serial Number:	86478401	DETOMISED	
Serial Number:	86478406	PROPOSED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0059		
NAME OF SUBMITTER:	Zeynep Gieseke		

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SIGNATURE:	/zg/
DATE SIGNED:	02/07/2019
Total Attachments: 4 source=Trademark Security Agreement - Akorn Animal Health, Inc. (Term Loan)#page1.tif source=Trademark Security Agreement - Akorn Animal Health, Inc. (Term Loan)#page2.tif source=Trademark Security Agreement - Akorn Animal Health, Inc. (Term Loan)#page3.tif source=Trademark Security Agreement - Akorn Animal Health, Inc. (Term Loan)#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 6, 2019 by and from AKORN ANIMAL HEALTH, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Administrative Agent for the Secured Parties (as defined in the Term Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Loan Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Term Loan Pledge and Security Agreement dated April 17, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Term Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

AKORN ANIMAL HEALTH, INC.

By: *Joseph Bonaccorsi*
Name: Joseph Bonaccorsi
Title: EVP General Counsel and Secretary

Signature Page to Confirmatory Grant of
Security Interest in United States Trademarks
(Term Loan Agreement)

TRADEMARK
REEL: 006554 FRAME: 0461

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Owner	Application Number	Trademark Number	Status in Trademark Office	Country
BUTORPHIC	AKORN ANIMAL HEALTH, INC.	77492827	3648627	REGISTERED	USA
TOLAZINE	AKORN ANIMAL HEALTH, INC.	76548343	2905937	REGISTERED	USA
VETAKET	AKORN ANIMAL HEALTH, INC.	74266573	1803032	REGISTERED	USA
ANASED	AKORN ANIMAL HEALTH, INC.	73815445	1589685	REGISTERED	USA
YOBINE	AKORN ANIMAL HEALTH, INC.	73815446	1587410	REGISTERED	USA
DETOMISED™	AKORN ANIMAL HEALTH, INC.	86478401	N/A	PENDING	USA
PROPOSED™	AKORN ANIMAL HEALTH, INC.	86478406	N/A	PENDING	USA