

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM578071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hi-Tech Pharmacal Co., Inc.		05/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1861344	DIABETIC TUSSIN	
Registration Number:	4573615	DIADERM	
Registration Number:	5355854	FAST AND FIERCE RELIEF	
Registration Number:	2541622	MAGINEX	
Registration Number:	2633768	MAG-OX 400	
Registration Number:	5355853	MASTER OF MAGNESIUM	
Registration Number:	4613666	MULTI-BETIC	
Registration Number:	3272765	PHARMACEUTICAL GRADE	
Registration Number:	3194160	SINUS BUSTER	
Registration Number:	3503088	SINUS BUSTER ALL NATURAL NASAL SPRAY	
Registration Number:	0974841	URO-MAG	
Registration Number:	0696678	VO SOL	
Registration Number:	3106587	ZOSTRIX	
Registration Number:	1423561	ZOSTRIX	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		

CH \$365.00 1861344

Email:	skann@gibsondunn.com
Correspondent Name:	Stephanie Kann
Address Line 1:	3161 Michelson Drive
Address Line 2:	Gibson, Dunn & Crutcher LLP
Address Line 4:	Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06322-00001
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NAME OF SUBMITTER:	Stephanie Kann
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SIGNATURE:	/stephanie kann/
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DATE SIGNED:	05/26/2020
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Total Attachments: 5

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**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 May 22, 2020 by and from HI-TECH PHARMACAL CO., INC., a Delaware corporation (the “Grantor”), to and in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the DIP Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Senior Secured Super-Priority Term Loan Debtor-in-Possession Loan Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “DIP Loan Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Debtor-in-Possession Pledge and Security Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), 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 the Grantee under the Security Agreement. The rights and remedies of the 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 DIP 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 the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks, together with (2) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect to the Trademarks (including without limitation damages and payments for all causes of action arising prior to or after the date hereof for infringement of the Trademarks), and (3) the goodwill associated with such Trademarks.

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 day and year first above written.

HI-TECH PHARMACAL CO., INC.

By J. Bonaccorsi
Name: Joseph Bonaccorsi
Title: Secretary

Signature Page to Confirmatory Grant of Security
Interest in Unites States Trademarks
(DIP Loan Agreement Akorn, Inc.)

TRADEMARK
REEL: 006946 FRAME: 0423

CONFIRMATORY GRANT OF SECURITY
INTEREST IN UNITED STATES
TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
DIABETIC TUSSIN	USA	74389373	5/4/1993	1,861,344	11/1/1994	Registered	Hi-Tech Pharmacal Company
DIADERM	USA	86025876	8/1/2013	4,573,615	7/22/2014	Registered	Hi-Tech Pharmacal Company
FAST AND FIERCE RELIEF	USA	87007235	4/20/2016	5,355,854	12/12/2017	Registered	Hi-Tech Pharmacal Company
MAGINEX	USA	76052135	5/19/2000	2,541,622	2/19/2002	Registered	Hi-Tech Pharmacal Company
MAG-OX 400	USA	75576028	10/23/1998	2,633,768	10/15/2002	Registered	Hi-Tech Pharmacal Company
MASTER OF MAGNESIUM	USA	87007233	4/20/2016	5,355,853	12/12/2017	Registered	Hi-Tech Pharmacal Company
MULTI-BETIC	USA	86210334	3/4/2014	4,613,666	9/30/1994	Registered	Hi-Tech Pharmacal Company
PHARMACEUTICAL GRADE (& design)	USA	78329276	11/18/2003	3,272,765	7/31/2007	Registered	Hi-Tech Pharmacal Company
SINUS BUSTER	USA	78862364	4/16/2006	3,194,160	1/2/2007	Registered	Hi-Tech Pharmacal Company
SINUS BUSTER ALL NATURAL NASAL SPRAY	USA	78850704	3/30/2006	3,503,088	9/16/2008	Registered	Hi-Tech Pharmacal Company
UROMAG	USA	72450878	3/8/1973	974,841	12/18/1973	Registered	Hi-Tech Pharmacal Company
VO SOL	USA	72081126	9/10/1959	696,678	4/26/1960	Registered	Hi-Tech Pharmacal Company

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
ZOSTRIX	USA	78660833	6/29/2005	3,106,587	6/20/2006	Registered	Hi-Tech Pharmaceutical Company
ZOSTRIX	USA	73576274	1/6/1986	1,423,561	1/6/1987	Registered	Hi-Tech Pharmaceutical Company