

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC (successor to Morgan Stanley Senior Funding, Inc.)		04/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Lannett Holdings, Inc.
Street Address:	103 Foulk Road, Suite 200
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	Corporation: DELAWARE
Name:	Kremers Urban Pharmaceuticals Inc.
Street Address:	902 Carnegie Center, Suite 360
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4165093	LCI
Registration Number:	4684905	C-TOPICAL
Registration Number:	2674394	LANNETT
Registration Number:	3958609	DIGOX
Registration Number:	2903907	GLYCOLAX
Registration Number:	1453886	MONOKET

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

TRADEMARK

Email: trademarks@debevoise.com
Correspondent Name: Wesley C. Moore, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Wesley C. Moore

SIGNATURE: /Wesley C. Moore/

DATE SIGNED: 04/23/2021

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of April 22, 2021 (the "Effective Date"), is made by Alter Domus (US) LLC, in its capacities as Administrative Agent and Collateral Agent (the "Agent"), in favor of Lannett Holdings, Inc., a Delaware limited liability company ("LHI"), Kremers Urban Pharmaceuticals Inc., an Indiana corporation ("Kremers") and Cody Laboratories, Inc., a Wyoming corporation ("Cody" and together with LHI and Kremers, the "Grantors").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 25, 2015, by and among the Agent (as successor to Morgan Stanley Senior Funding, Inc., as predecessor Agent (the "Prior Agent")), the Grantors and certain other parties thereto (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors' Intellectual Property, including the Patents, Trademarks and Copyrights;

WHEREAS, pursuant to the Security Agreement, LHI executed and delivered an Intellectual Property Security Agreement, dated as of November 25, 2015 (the "LHI IP Security Agreement"), in favor of the Prior Agent, recorded with the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 5678/0081;

WHEREAS, pursuant to the Security Agreement, Kremers executed and delivered an Intellectual Property Security Agreement, dated as of November 25, 2015 (the "Kremers IP Security Agreement"), in favor of the Prior Agent, recorded with the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 5678/0047 and Reel/Frame 037171/0914;

WHEREAS, pursuant to the Security Agreement, Cody executed and delivered an Intellectual Property Security Agreement, dated as of November 25, 2015 (the "Cody IP Security Agreement" and collectively with the LHI IP Security Agreement and the Kremers IP Security Agreement, the "IP Security Agreements"), in favor of the Prior Agent, recorded with the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 03171/0921; and

WHEREAS, pursuant to that certain Assignment of Intellectual Property Security Agreements, dated as of December 7, 2020, recorded with the United States Patent and Trademark Office on December 7, 2020, at Reel/Frame 7126/0086 and Reel/Frame 054566/0585, the Prior Agent assigned its right, title and interest in the Security Agreement and the IP Security Agreements to Alter Domus (US) LLC, as successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement and the IP Security Agreements, as applicable.
2. Release. The Agent, without representation or warranty by or recourse to the Agent of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to (x) the Trademarks, including the trademark registrations and applications set forth Schedules 1 and 2 attached hereto (the "Trademark Collateral"), arising under the Security Agreement, the LHI IP Security Agreement and the Kremers IP Security Agreement, and (y) the Patents, including the patent registrations

and applications set forth Schedule 3 attached hereto (the "Patent Collateral"), arising under the Security Agreement, the Cody IP Security Agreement and the Kremers IP Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral or the Patent Collateral under the IP Security Agreements, the Agent, without representation or warranty by or recourse to the Agent of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty by or recourse to the Agent of any kind, terminates and cancels each of the IP Security Agreements.


4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its 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 such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release, in each case without representation or warranty by or recourse to the Agent of any kind.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ALTER DOMUS (US) LLC, as Agent

By: 

Name: Matthew Trybula
Title: Associate Counsel

GRANTORS:

LANNETT HOLDINGS, INC.

DocuSigned by:
By: Robert Ehlinger
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Name: Robert Ehlinger
Title: President

CODY LABORATORIES, INC.

By: _____

Name: John M. Abt
Title: President

KREMERS URBAN PHARMACEUTICALS INC.

By: _____

Name: Grant Brock
Title: President

GRANTORS:

LANNETT HOLDINGS, INC.

By: _____

Name: Robert Ehlinger

Title: President

CODY LABORATORIES, INC.

DocuSigned by:
By:  _____
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Name: John M. Abt

Title: President

KREMERS URBAN PHARMACEUTICALS INC.

By: _____

Name: Grant Brock

Title: President

GRANTORS:

LANNETT HOLDINGS, INC.

By: _____

Name: Robert Ehlinger

Title: President

CODY LABORATORIES, INC.

By: _____

Name: John M. Abt

Title: President

KREMERS URBAN PHARMACEUTICALS INC.

DocuSigned by:
By: Grant Brock
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Name: Grant Brock

Title: President

Schedule 1

Release of Intellectual Property Security Agreement (Lannett Holdings, Inc.) recorded November 30, 2015 at Reel/Frame 5678/0081

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
LCI	85073929	06/29/2010	4165093	06/26/2012
C-TOPICAL	85033155	05/07/2010	4684905	02/10/2015
LANNETT	76324068	10/12/2001	2674394	01/14/2003
DIGOX	77799307	08/07/2009	3958609	05/10/2011

Schedule 2

Release of Intellectual Property Security Agreement recorded November 30, 2015 at Reel/Frame 5678/0047 (Kremers Urban Pharmaceuticals Inc.)

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>
GLYCOLAX	78229257	03/24/2003	2903907	11/16/2004
MONOKET	73642900	02/04/1987	1453886	08/25/1987

Schedule 3

Release of Intellectual Property Security Agreement (Cody Laboratories, Inc.) recorded November 30, 2015 at Reel/Frame 037171/0921 and Intellectual Property Security Agreement (Kremers Urban Pharmaceuticals, Inc.) recorded November 30, 2015 at Reel/Frame 037171/0914

Patents

<u>GRANTOR</u>	<u>TITLE</u>	<u>Patent No.</u>	<u>Issue Date</u>
Cody Laboratories, Inc.	Method for catalytic preparation of hydromorphone and hydrocodone	US 7399859	07/15/2008
Cody Laboratories, Inc.	Synthesis of oxycodone hydrochloride	US 9062062	06/23/2015
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 8846923	09/30/2014
Cody Laboratories, Inc.	Method for synthesizing 2-carbomethoxytropinone	US 7855296	12/21/2010
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9090620	7/28/2015
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9108976	8/18/2015
Cody Laboratories, Inc.	Method For Catalytic Preparation of Hydromorphone, Hydrocodone and Other Opiates	US 10081636	09/25/2018
Cody Laboratories, Inc.	Synthesis of Levomethadone Hydrochloride or Dextromethadone Hydrochloride and Methods for Use Thereof	US 10040752	08/07/2018
Cody Laboratories, Inc.	Preparation of 14-Hydroxycodeinone Sulfate	US 9233972	01/12/2016
Cody Laboratories, Inc.	Preparation of Oxycodone Base from 14-Hydroxycodeinone Sulfate	US 9309257	04/12/2016
Cody Laboratories, Inc.	Conversion of Oxycodone Base to Oxycodone Hydrochloride	US 10227354	03/12/2019
Kremers Urban Pharmaceuticals Inc.	Novel composition containing an acid-labile benzimidazole and process for its preparation	US 6159499	12/12/2000
Kremers Urban Pharmaceuticals Inc	Composition comprising a benzimidazole and process for its manufacture	US 8968776	03/03/2015
Kremers Urban Pharmaceuticals Inc	Composition containing an acid-labile omeprazole and process for its preparation	US 6207198	03/27/2001
Kremers Urban Pharmaceuticals Inc	Pharmaceutical composition containing an acid-labile omeprazole and process for its preparation	US 6248355	06/19/2001

Patent Applications

<u>GRANTOR</u>	<u>TITLE</u>	<u>App. No.</u>	<u>Filing Date</u>
Cody Laboratories, Inc.	Preparation of (-)-Cocaine Hydrochloride	15/981,574	May 16, 2018
Cody Laboratories, Inc.	Preparation of (-)-Cocaine Hydrochloride	17/002,492	August 25, 2020
Kremers Urban Pharmaceuticals Inc	Minitab feeder	13/810,596	January 16, 2013
Kremers Urban Pharmaceuticals Inc	Statin Compositions	12/041,976	March 4, 2008
Kremers Urban Pharmaceuticals Inc	Pharmaceutical compositions comprising niacin and process for their preparation	13/756,588	February 1, 2013
Kremers Urban Pharmaceuticals Inc	Composition comprising a benzimidazole and process for its manufacture	14/633,766	February 27, 2015