

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM664941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amphastar Pharmaceuticals, Inc.		08/04/2021	Corporation: DELAWARE
International Medication Systems, Limited		08/04/2021	Corporation: DELAWARE
Armstrong Pharmaceuticals, Inc.		08/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	2 BETHESDA METRO CENTER		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3165133	CORTROSYN	
Registration Number:	3096278	A	
Registration Number:	3057031	AMPHADASE	
Registration Number:	2866972	AMPHASTAR	
Registration Number:	6104711	INTERNATIONAL MEDICATION SYSTEMS	
Registration Number:	3637998	SAF-T-JET	
Registration Number:	1478243	PUMP-JET	
Registration Number:	1097882	LARYNG-O-JET	
Registration Number:	0987696	URO-JET	
Registration Number:	0952572	IMS	
Registration Number:	0954883	MIN-I-JET	
Registration Number:	6102941	ARMSTRONG	
Registration Number:	6054215	PRIMATENE MIST	
Registration Number:	5963041		
Registration Number:	5963040		

OP \$440.00 3165133

Property Type	Number	Word Mark
Registration Number:	5841251	PRIMATENE
Registration Number:	0608592	PRIMATENE

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	17392.515209
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	08/04/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 4, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 4, 2021, in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. This Trademark Security Agreement 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.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


AMPHASTAR PHARMACEUTICALS, INC.,
as Grantor

By: 
Name: Bill Peters, M.B.A.
Title: Chief Financial Officer

INTERNATIONAL MEDICATION SYSTEMS,
LIMITED,
as Grantor

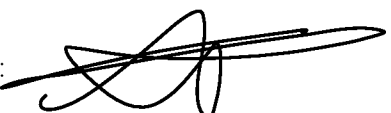
By: 
Name: Bill Peters, M.B.A.
Title: President

ARMSTRONG PHARMACEUTICALS, INC.,
as Grantor

By: 
Name: Rong Zhou
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 

Name: Peter Itz
Title: Its Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

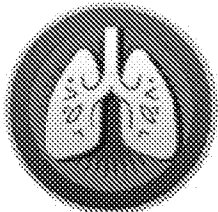
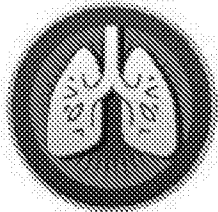
TRADEMARK
REEL: 007378 FRAME: 0703

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

Trademark	Owner	Serial No. / Application Date	Reg. No. / Registration Date
CORTROSYN	Amphastar Pharmaceuticals, Inc.	78761920 11/28/2005	3165133 10/31/2006
	Amphastar Pharmaceuticals, Inc.	78149542 07/31/2002	3096278 05/23/2006
AMPHADASE	Amphastar Pharmaceuticals, Inc.	76632115 02/25/2005	3057031 02/07/2006
AMPHASTAR	Amphastar Pharmaceuticals, Inc.	75655453 03/08/1999	2866972 07/27/2004
INTERNATIONAL MEDICATION SYSTEMS	International Medication Systems, Limited	88200265 11/19/2018	6104711 07/21/2020
SAF-T-JET	International Medication Systems, Limited	77514759 07/03/2008	3637998 06/16/2009
PUMP-JET	International Medication Systems, Limited	73659916 05/11/1987	1478243 03/01/1988
LARYNG-O-JET	International Medication Systems, Limited	73135991 08/01/1977	1097882 08/01/1978
URO-JET	International Medication Systems, Limited	72405201 10/15/1971	0987696 07/09/1974
IMS	International Medication Systems, Limited	72395018 06/16/1971	0952572 02/06/1973
MIN-I-JET	International Medication Systems, Limited	72323347 04/01/1969	0954883 03/13/1973
ARMSTRONG	Armstrong Pharmaceuticals, Inc.	88200247 11/19/2018	6102941 07/14/2020

PRIMATENE MIST	Armstrong Pharmaceuticals, Inc.	88202842 11/21/2018	6054215 05/12/2020
	Armstrong Pharmaceuticals, Inc.	88249093 01/03/2019	5963041 1/14/2020
	Armstrong Pharmaceuticals, Inc.	88249090 01/03/2019	5963040 01/14/2020
PRIMATENE	Armstrong Pharmaceuticals, Inc.	88202829 11/21/2018	5841251 08/20/2019
PRIMATENE	Armstrong Pharmaceuticals, Inc.	71670640 07/26/1954	0608592 07/12/1955

CANADIAN REGISTERED TRADEMARKS

Trademark	Owner	Application No. / Application Date	Reg. No. / Registration Date
CORTROSYN	Amphastar Pharmaceuticals, Inc.	280122 1/23/1964	TMA137427 9/25/1964

TRADEMARK APPLICATIONS

None.