

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amneal Pharmaceuticals LLC		06/02/2022	Limited Liability Company: DELAWARE
Impax Laboratories, LLC		06/02/2022	Limited Liability Company: DELAWARE
Gemini Laboratories, LLC		06/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	3333 Peachtree Street, N.E.		
Internal Address:	7th Floor South Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	American Bank Holding Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3797506	ADRENACLICK	
Registration Number:	4163617	AMNEAL	
Registration Number:	3256227	AMNEAL	
Registration Number:	5660499	AMNEAL	
Registration Number:	4334315		
Registration Number:	4197066	AMNEAL PHARMACEUTICALS	
Registration Number:	6315873	AXID	
Registration Number:	1177791	DEXEDRINE	
Registration Number:	5956982	DOTTI	
Registration Number:	5118599	E	
Registration Number:	6019461	ELURYNG	
Registration Number:	4969303	EMVERM	
Registration Number:	5257430	FEMYNOR	
Registration Number:	4969799	IMPAX	

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Property Type	Number	Word Mark
Registration Number:	5257427	LILLOW
Registration Number:	4503141	LINEAGE THERAPEUTICS
Registration Number:	4503142	LINEAGE THERAPEUTICS
Registration Number:	4557571	LOMEDIA
Registration Number:	4690032	LOPREEZA
Registration Number:	6252803	LYLLANA
Registration Number:	5455072	MELODETTA
Registration Number:	4961699	MYRYTARY
Registration Number:	5312528	NORLYDA
Registration Number:	4862811	NUMIENT
Registration Number:	1754811	OXANDRIN
Registration Number:	0251253	PYRIDIUM
Registration Number:	2978031	REPREXAIN
Registration Number:	4724116	RYTARY
Serial Number:	90510103	TAYSOFY
Registration Number:	5247584	THE WORLD IS OUR FAMILY
Registration Number:	5257429	TRI FEMYNOR
Registration Number:	5101795	YUVAFEM
Registration Number:	6456756	ZAFEMY
Registration Number:	6091084	RYTARY

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 06/09/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 2, 2022, by Amneal Pharmaceuticals LLC, Impax Laboratories, LLC and Gemini Laboratories, LLC (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of Truist Bank, in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain ABL Guarantee and Collateral Agreement dated as of June 2, 2022 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), including:

- (a) all Trademarks, including all registrations and applications therefore filed in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (b) all goodwill associated therewith or symbolized thereby;

- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).


[Signature page follows]

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.

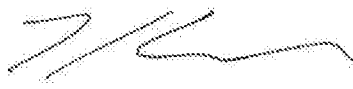
AMNEAL PHARMACEUTICALS LLC,
as Grantor

By: 
Name: Anastasios Konidaris
Title: Executive Vice President and Chief Financial Officer

IMPAX LABORATORIES, LLC,
as Grantor

By: 
Name: Anastasios Konidaris
Title: Executive Vice President and Chief Financial Officer

GEMINI LABORATORIES, LLC
as Grantor

By: 
Name: Anastasios Konidaris
Title: Executive Vice President and Chief Financial Officer