

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820915

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPITAL ONE, NATIONAL ASSOCIATION, as Agent		06/29/2023	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Armstrong Pharmaceuticals, Inc.		
<b>Street Address:</b>	11570 6th St		
<b>City:</b>	Rancho Cucamonga		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91730		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	International Medication Systems, Limited		
<b>Street Address:</b>	11570 6th St		
<b>City:</b>	Rancho Cucamonga		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91730		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78761920	CORTROSYN	
<b>Serial Number:</b>	78149542	A	
<b>Serial Number:</b>	76632115	AMPHADASE	
<b>Serial Number:</b>	75655453	AMPHASTAR	
<b>Serial Number:</b>	88200265	INTERNATIONAL MEDICATION SYSTEMS	
<b>Serial Number:</b>	77514759	SAF-T-JET	
<b>Serial Number:</b>	73659916	PUMP-JET	
<b>Serial Number:</b>	73135991	LARYNG-O-JET	
<b>Serial Number:</b>	72405201	URO-JET	
<b>Serial Number:</b>	72395018	IMS	
<b>Serial Number:</b>	72323347	MIN-I-JET	
<b>Serial Number:</b>	88200247	ARMSTRONG	
<b>Serial Number:</b>	88202842	PRIMATENE MIST	

CH \$440.00 78761920

Property Type	Number	Word Mark
Serial Number:	88249093	
Serial Number:	88249090	
Serial Number:	88202829	PRIMATENE
Serial Number:	71670640	PRIMATENE

**CORRESPONDENCE DATA**

**Fax Number:** 4159472099

*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:** 4159472169

**Email:** qluflood@wsgr.com

**Correspondent Name:** Wilson Sonsini Goodrich & Rosati, P.C.

**Address Line 1:** One Market Plaza, Spear Tower, Suite 330

**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>ATTORNEY DOCKET NUMBER:</b>	47670.017
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood
<b>SIGNATURE:</b>	/Qui Lu Flood/
<b>DATE SIGNED:</b>	06/29/2023

**Total Attachments: 5**  
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source=AMPH - Release of Trademarks - Executed#page5.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of June 29, 2023, by CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, "Agent") for the Secured Parties (as defined in the Credit Agreement defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement, Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

### WITNESSETH:

WHEREAS, Amphastar Pharmaceuticals, Inc., a Delaware corporation ("Amphastar"), as Borrower Representative, the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto and Agent have entered into that certain Credit Agreement, dated as of August 4, 2021 (as from time to time amended, restated, supplemented or other modified, the "Credit Agreement");

WHEREAS, Amphastar, Armstrong Pharmaceuticals, Inc., a Delaware corporation ("Armstrong"), and International Medication Systems, Limited, a Delaware corporation ("ISL"), and together with Amphastar and Armstrong, each a "Grantor" and collectively, the "Grantors"), and Agent are parties to that certain Guaranty and Security Agreement, dated as of August 4, 2021 (as from time to time amended, restated, supplemented or other modified, the "Security Agreement");

WHEREAS, the Grantors and Agent are parties to that certain Trademark Security Agreement, dated as of August 4, 2021 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") pursuant to which each Grantor granted to Agent a lien on and security interest in, to and under the Trademark Collateral as security for certain obligations owing by such Grantor to Agent;

WHEREAS, the Trademark Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on August 4, 2021, at Reel 7378, Frame 0698; and

WHEREAS, each Grantor has satisfied the obligations secured by the Trademark Security Agreement and has requested that Agent release its lien on and security interest in, to and under the Trademarks and all Trademark Collateral and reassign any and all rights in the same to such Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its lien on and security interest in, to and under all of each Grantor's respective right, title and interest in, to and under the Trademark Collateral, which includes but is not limited to the following:

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (c) all renewals and extensions of the foregoing; 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 claims, causes of action, and rights to sue and recover at law or in equity for any past, present and future infringement, dilution, or other violation thereof.

2. Agent hereby reassigns, grants and conveys to each Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in, to and under the Trademark Collateral. Agent hereby authorizes each Grantor (or their designee) to file this Release with the United States Patent and Trademark Office.

3. 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.

4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed as of the day and year first above written.

**CAPITAL ONE, NATIONAL  
ASSOCIATION**, as Agent

By: \_\_\_\_\_  
Name: Terrence Knapp  
Title: Duly Authorized Signatory


A handwritten signature in black ink, appearing to be 'TK', written over a horizontal line. The signature is stylized and somewhat cursive.

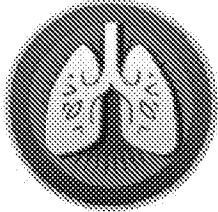
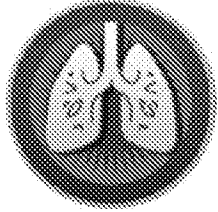
Release of Trademark Security Interest

**TRADEMARK**  
**REEL: 008118 FRAME: 0137**

SCHEDULE I

TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

<b>Trademark</b>	<b>Owner</b>	<b>Serial No. / Application Date</b>	<b>Reg. No. / Registration Date</b>
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