

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM831374

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Akorn Operating Company LLC   |  | 06/28/2023            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | Rising Pharma Holdings, Inc.                       |                       |                                     |
| <b>Street Address:</b>  | 2 Tower Center Boulevard, 11th Floor               |                       |                                     |
| <b>City:</b>  | East Brunswick                                     |                       |                                     |
| <b>State/Country:</b>   | NEW JERSEY   |                       |                                     |
| <b>Postal Code:</b>   | 08816  |                       |                                     |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                                     |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 2775998  | PAREMYD               |                                     |
| <b>Registration Number:</b>   | 0808363  | CAPASTAT              |                                     |
| <b>Registration Number:</b>   | 0285003  | NEMBUTAL              |                                     |
| <b>Registration Number:</b>   | 3648627  | BUTORPHIC             |                                     |
| <b>Registration Number:</b>   | 1464244  | GENTAK                |                                     |
| <b>Registration Number:</b>   | 1587410  | YOBINE                |                                     |
| <b>Registration Number:</b>   | 1589685  | ANASED                |                                     |
| <b>Serial Number:</b>   | 90499665   | AKWA TEARS            |                                     |
| <b>Serial Number:</b>   | 88677131   | PROPOSED              |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 6463495567   |                       |                                     |
| <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> |  |                       |                                     |
| <b>Phone:</b>   | (347) 338-0059                                     |                       |                                     |
| <b>Email:</b>   | ap@lombardip.com, lalto@lombardip.com              |                       |                                     |
| <b>Correspondent Name:</b>  | Antonio Papageorgiou                               |                       |                                     |
| <b>Address Line 1:</b>  | 230 Park Avenue, 4th Floor West                    |                       |                                     |
| <b>Address Line 2:</b>  | c/o Lombard & Geliebter LLP                        |                       |                                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10169                           |                       |                                     |

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|   |                        |
|---|------------------------|
| <b>NAME OF SUBMITTER:</b>   | Antonio Papageorgiou   |
| <b>SIGNATURE:</b>   | /Antonio Papageorgiou/ |
| <b>DATE SIGNED:</b>   | 08/11/2023             |
| <b>Total Attachments: 6</b><br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page1.tif<br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page2.tif<br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page3.tif<br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page4.tif<br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page5.tif<br>source=Akorn to Rising Trademark Assignment Agreement [Executed]#page6.tif |                        |

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“Trademark Assignment”), dated June 28, 2023, is entered into by George L. Miller, in his capacity as chapter 7 trustee (the “Trustee” or “Assignor”) for the chapter 7 estates (together, the “Estates”) of Akorn Holding Company LLC, Akorn Intermediate Company LLC, and Akorn Operating Company LLC (together, the “Debtors”) and Rising Pharma Holdings, Inc., a Delaware corporation, having its principal place of business located at 2 Tower Center Boulevard, 11th Floor, East Brunswick, NJ 08816 (“Assignee”).

### RECITALS

**WHEREAS**, the Debtors’ Estates are the owners of those certain trademarks and trademark applications listed on Schedule A attached hereto and made a part hereof (the “Trademarks”);

**WHEREAS**, pursuant to the Asset Purchase Agreement dated as of June 7, 2023 (the “Purchase Agreement”) by and between the Trustee and Assignee (as assignee of Raisin Holdings, Inc.), the Trustee desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of the Debtors’ Estates’ rights, titles, and interests in and to the Trademarks, the goodwill associated with such Trademarks, and all registrations and applications for registration thereof;

**NOW, THEREFORE**, for good and valuable consideration provided in connection with the sale and purchase of the Purchased Assets pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### AGREEMENT

1. Capitalized terms used in this Trademark Assignment without definition shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of the Debtors’ Estates’ rights, titles, and interests throughout the world in, to and under (a) the Trademarks, together with all of the goodwill associated with the use of, and symbolized by, any and all of the Trademarks (and, further, with respect to each United States intent-to-use application for any mark (as listed on Schedule A hereto), the assignment, transfer, conveyance and delivery hereunder of any such intent-to-use application accompanies the assignment, transfer, conveyance, and delivery of at least that portion of Debtors’ Estates’ business to which such trademark pertains); (b) all applications for registration which have been or may be filed in the United States, internationally, or in any foreign country(ies), for or in connection with, or that otherwise claim or may claim priority to or the benefit of, any of the Trademarks, and all registrations issuing therefrom in the United States, internationally, and in any foreign country(ies), and all recordations, amendments, certificates of correction, extensions, and renewals thereof or therefor; (c) all rights to

file, prosecute, receive, and secure, exclusively and directly in the name of Assignee, each of the Trademarks, registrations, applications for registration, recordings, amendments, certificates of correction, extensions, and renewals referenced in the foregoing (a) and (b), and to claim any benefits, priority rights, or other rights to which any of the foregoing are or may be entitled, in each case under the trademark laws of the United States, the trademark laws of any foreign country(ies), the Paris Convention for the Protection of Industrial Property, the Madrid Protocol, or any other international agreement, treaty, law, or convention, or the domestic rules, laws, statutes, or regulations of any country(ies); and (d) all of the Debtors' Estates' other rights, titles, interests, privileges, and protections of any kind or nature whatsoever (if any), that, in each case, have accrued, are accruing, or may accrue under any of the foregoing pursuant to any applicable law, rule, statute, regulation, convention, or treaty, and that, in each case, existed, exists, or may come into existence, anywhere in the world (collectively, the "Assigned Trademark Rights").

3. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of the Debtors' Estates' rights, titles, and interests, throughout the world, to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) with regard to any of the Assigned Trademark Rights (including, without limitation, for past, present, or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights), to obtain injunctive relief therefor, and to recover or collect royalties, damages, and profits in connection therewith.
4. Assignor hereby authorizes and requests the United States Patent and Trademark Office, (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Assigned Trademark Rights and to issue any and all Assigned Trademark Rights to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
5. Until the closing of the Debtors' chapter 7 bankruptcy cases, Assignor agrees to take such further action, execute such additional documents, provide testimony, and, in general, provide all lawful cooperation reasonably requested by Assignee to perfect Assignee's title in and to the Assigned Trademark Rights and to carry out and fulfill the purposes and intent of this Trademark Assignment.
6. The rights and obligations of Assignor and Assignee shall be governed by, and this Trademark Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.
7. This Trademark Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

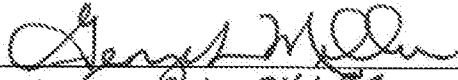
8. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
9. This Trademark Assignment, and the rights, titles, interests, duties, and obligations hereunder, are freely assignable by Assignee in whole or in part. This Trademark Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
10. This Trademark Assignment is being delivered in connection with and subject to the Purchase Agreement and to the extent of any conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control. This Trademark Assignment is subject to the terms of the Sale Order.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

**GEORGE L. MILLER, AS TRUSTEE FOR THE DEBTORS' ESTATES**

By:   
Name: George L. Miller  
Title: CHAPTER 7 TRUSTEE

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by a duly authorized officer as of the date first written above.

ASSIGNEE:

**RISING PHARMA HOLDINGS, INC.**

By: 

Name: Vimal Kavaru

Title: Chief Executive Officer

*Signature Page to Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 008165 FRAME: 0068**

**SCHEDULE A**

**Registered Trademarks**

| <b>Trademark</b> | <b>Country</b> | <b>Application #</b> | <b>File Date</b> | <b>Registration #</b> | <b>Registration Date</b> | <b>Owner Name</b>           |
|------------------|----------------|----------------------|------------------|-----------------------|--------------------------|-----------------------------|
| NEMBUTAL         | Canada         | 0181445              | 8/22/1942        | UCA17215              | 8/22/1942                | OAK PHARMACEUTICALS, INC.   |
| ALLERGY BUSTER   | Canada         | 1,449,252            | 8/24/2009        | TMA 787,366           | 1/14/2011                | HI-TECH PHARMACAL CO., INC. |
| AKTEN            | Israel         | 291476               | 1/25/2017        | 291476                | 8/1/2018                 | AKORN, INC.                 |
| PAREMYD          | United States  | 75/839,701           | 11/4/1999        | 2,775,998             | 10/21/2003               | Akorn Operating Company LLC |
| CAPASTAT         | United States  | 72/221,381           | 6/17/1965        | 808,363               | 5/17/1966                | Akorn Operating Company LLC |
| NEMBUTAL         | United States  | 71/308,321           | 11/26/1930       | 285,003               | 7/14/1931                | Akorn Operating Company LLC |
| BUTORPHIC        | United States  | 77/492,827           | 6/6/2008         | 3,648,627             | 6/30/2009                | Akorn Operating Company LLC |
| GENTAK           | United States  | 73/652,684           | 4/2/1987         | 1,464,244             | 11/10/1987               | Akorn Operating Company LLC |
| AKWA TEARS       | United States  | 90/499,665           | 1/30/2021        |                       |                          | Akorn Operating Company LLC |
| ANASED           | Canada         | 0,878,555            | 5/14/1998        | TMA 526,130           | 3/30/2000                | AKORN ANIMAL HEALTH, INC.   |
| PROPOSED         | United States  | 88/677,131           | 11/1/2019        |                       |                          | Akorn Operating Company LLC |
| YOBIINE          | United States  | 73/815,446           | 7/28/1989        | 1,587,410             | 3/20/1990                | Akorn Operating Company LLC |
| ANASED           | United States  | 73/815,445           | 7/28/1989        | 1,589,685             | 4/3/1990                 | Akorn Operating Company LLC |