

TRADEMARKS

Parkedale Pharmaceuticals, Inc.

25 U.S. Registered Trademarks:

| <u>Registration No.</u> | <u>Mark</u> | <u>Date of Reg.</u> |
|-------------------------|---|---------------------|
| 53,934 | ADRENALIN | 6/12/06 |
| 140,512 | ADRENALIN and Design | 3/15/21 |
| 254,507 | PITRESSIN | 3/26/29 |
| 254,956 | PITOCIN | 4/2/29 |
| 375,423 | STERI-VIAL, Stylized (Licensed to Parkedale/King) | 2/20/40 |
| 500,405 | SURITAL | 5/18/48 |
| 509,735 | CHLOROMYCETIN (Parkedale mark subject to license agreement 2/27/98 Warner-Lambert and Parkedale) | 5/10/49 |
| 549,403 | STERI-VIAL (Licensed to Parkedale/King) | 10/16/51 |
| 665,305 | HUMATIN | 8/5/58 |
| 667,321 | OPHTHOCORT | 9/23/58 |
| 699,294 | COLY-MICIN | 6/14/60 |
| 811,621 | ANUSOL HC (Licensed to Parkedale/King) | 7/26/66 |
| 840,783 | KETALAR | 12/19/67 |
| 883,203 | FLUOGEN | 12/30/69 |
| 925,391 | APLISOL | 12/14/71 |
| 947,129 | APLITEST | 11/14/72 |
| 986,792 | STERI-DOSE (Licensed to Parkedale/King) | 6/25/74 |
| 1,019,813 | VIRA-A | 9/9/75 |
| 1,140,210 | PROCAN | 10/7/80 |
| 2,015,950 | PROCANBID | 11/12/96 |
| 2,062,311 | PROCANBID and Design | 5/13/97 |
| 2,065,975 | PROCANBID and Design | 5/27/97 |

SUPPLEMENT NO. 1 dated as of December 22, 1998, to the Security Agreement dated as of February 27, 1998 (the "*Security Agreement*"), among KING PHARMACEUTICALS, INC., a Tennessee corporation (the "*Borrower*"), each subsidiary of the Borrower listed on the signature pages hereof (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York Branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of February 27, 1998 and amended and restated as of December 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent (in such capacity, the "*Administrative Agent*"), Collateral Agent and swingline lender, NationsBank, N.A. and First Union National Bank, as syndication agents (in such capacity, the "*Syndication Agents*") and First Union National Bank, as issuing bank (in such capacity, the "*Issuing Bank*"), and (b) the Guarantee Agreement dated as of February 27, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Security Agreement was recorded in the United States Patent and Trademark office (1) on Reel 1767, Frame 0665 on August 6, 1998 as to certain trademarks, (2) on Reel 1759, Frame 0663 on July 15, 1998 as to certain trademarks and (3) on Reel 9257, Frame 0503 on June 22, 1998 as to patents.

D. Sections 4.02 and 4.13 of Security Agreement require the Grantors to notify the Collateral Agent of all Intellectual Property of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have identified additional Intellectual Property as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in accordance with the requirements of the Security Agreement in order to facilitate a supplemental filing to be made by the Collateral Agent with the Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule III of the Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto. Schedule IV of the Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto. Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 3 hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile

transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1, 2 and 3 attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Security Agreement as of the day and year first above written.

KING PHARMACEUTICALS, INC.,

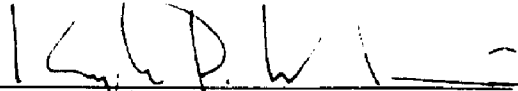
by Brian G. Shrader, CFO
Name:
Title:

MONARCH PHARMACEUTICALS, INC.,

by Kyle P. Macisue
Name: Kyle P. Macisue
Title: Authorized Agent and Signatory

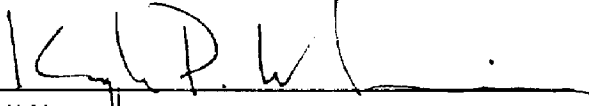
KING PHARMACEUTICALS OF NEVADA,
INC.,

by


Name: Kyle P. Macione
Title:

PARKEDALE PHARMACEUTICALS, INC.,

by


Name:
Title:

CREDIT SUISSE FIRST BOSTON, as
Collateral Agent,

by


Name: JULIA P. KINGSBURY
Title: VICE PRESIDENT


WILLIAM S. LUTKINS
VICE PRESIDENT

LICENSES

Licenses

Licenses assigned to and assumed by Monarch Pharmaceuticals, Inc. ("Monarch") pursuant to Assignment and Assumption Agreement dated November 14, 1997, whereby Glaxo Wellcome Inc. ("Glaxo") assigned to Monarch all of Glaxo's right, title, and interest in the United States, its territories and possessions, under the Trademark, Patent, Copyright, and Know-How License Agreement dated June 30, 1996, between Glaxo and Warner-Lambert Company in and to trademarks as follows:

Neosporin

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,572,764
Date of Registration: 3-31-53
Date of Licensure 11-14-97
Date of Assignment: 7-21-98
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Polysporin

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,546,132
Date of Registration: 7-31-51
Date of Licensure 11-14-97
Date of Assignment: 7-21-98
Contingent Assgmt.(CSFB): 7-15-98
Country of Issue: United States of America

License granted to Borrower (and/or its Subsidiary, Parkedale Pharmaceuticals, Inc.) pursuant to the License Agreement dated February 27, 1998 between Warner-Lambert Company, Parke, Davis & Company and Borrower (and/or its Subsidiary, Parkedale Pharmaceuticals, Inc.) providing for the right to use in the United States of America, excluding Puerto Rico, trademarks as follows:

Anusol-HC

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 811,621
Date of Registration: 7-26-66
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Dose

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 986,792
Date of Registration: 6-25-74
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Vial (Block Letters)

Owner: Parke, Davis & Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 549,403
Date of Registration: 10-16-51
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Vial (Stylized Letters)

Owner: Parke, Davis & Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 375,423
Date of Registration: 2-20-40
Date of Licensure: 2-27-98
Country of Issue: United States of America

Licenses granting to Borrower pursuant to the General Products Agreement dated December 17, 1998, by and between Hoescht Marion Roussel, Inc., Hoescht Marion Roussel Deutschland GmbH and Borrower as part of the Acquisition, certain rights with respect to the following patents:

PATENTS

| <u>U.S. Patent Numbers</u> | <u>Date of Expiration</u> |
|----------------------------|---------------------------|
| 4,587,258 | January 29, 2005 |
| 5,061,722 | October 29, 2008 |
| 5,151,433 | September 29, 2009 |
| 5,442,008 | September 29, 2009 |
| 5,403,856 | April 4, 2012 |
| 5,231,080 | July 27, 2010 |
| 5,231,084 | July 27, 2010 |
| 5,231,083 | August 9, 2010 |
| 4,525,301 | April 26, 2004 |
| 5,068,351 | November 26, 2008 |
| 5,055,591 | October 8, 2008 |
| 4,727,160 | February 23, 2005 |
| 4,879,403 | November 7, 2006 |
| 5,053,519 | October 1, 2008 |
| 4,684,662 | August 4, 2004 |
| 4,668,796 | May 26, 2004 |
| 4,822,894 | April 18, 2006 |
| 5,175,306 | December 29, 2009 |
| 4,659,838 | December 13, 2004 |
| 5,550,255 | August 27, 2013 |
| 4,868,307 | December 2, 2007 |
| 4,849,524 | November 19, 2007 |
| 4,977,260 | December 11, 2007 |
| 5,011,940 | July 1, 2008 |

COMBINATION PATENTS

| | |
|-----------|-------------------|
| 5,256,687 | October 26, 2010 |
| 4,975,453 | May 26, 2009 |
| 5,098,910 | March 24, 2009 |
| 5,236,933 | November 26, 2011 |
| 5,366,994 | November 26, 2011 |

APPLICATIONS

1. U.S. patent application Serial No. 08/930,562, which is U.S. national phase application of PCT/EP97/00311 (WO97/28790); 35 USC 102(e), dated February 11, 1998.
2. U.S. patent application Serial No. 09/139,385, filed August 25, 1998.
3. U.S. patent application derived from German patent application 19848856.4 of October 23, 1998; Applicant: Hoechst Marion Roussel Deutschland GmbH; Title: Zubereitungen zur topischen Applikation von antiandrogen wirksamen Substanzen
4. US Patent Application Serial No. 258,484.

PATENTS

Patents

Monarch Pharmaceuticals, Inc:

U.S. Patent No. 4,933,360 “Novel Chlorthalidone Process and Product”

Issue Date: June 12, 1990
Expiration Date: June 12, 2007
No. of Claims Made: 11

U.S. Patent Nos. 4,465,660; 4,547,358; and 4,215,104

Owner/Applicant: Bristol-Myers Squibb
Status: Registered

Monarch has a paid-up and non-exclusive license to certain patent rights owned or controlled by Bristol-Myers Squibb under the name Dividose and having the patent numbers listed above.

King Pharmaceuticals, Inc:

U.S. Patent No. 5,811,313 “Identification Test for Super Refined Sesame Oil”

Issue Date: September 22, 1998
Expiration Date: June 17, 2017
No. of Claims Made: 19

Patents Pending

U.S. Patent No. 08/916,690 “Improved Process of Administering Fluphenazine...”

Issue Date: Pending
Expiration Date: N/A
No. of Claims Made: N/A

Parkedale Pharmaceuticals, Inc:

U.S. Patent No. 5,656,296 “Dual Control Sustained Release Drug Delivery Systems and Methods for Preparing Same”

Issue Date: August 12, 1997
Expiration Date: June 7, 2015
No. of Claims Made: 15

TRADEMARKS

Trademarks

Monarch Pharmaceuticals, Inc:

Registered Trademarks

Vita Care

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,030,333
Date of Registration: 1-14-97
Date of Assignment: Original Applicant
Contingent Assgmt.(CSFB): 07-15-98
Country of Issue: United States of America

Pediotic

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,498,288
Date of Registration: 8-2-88
Date of Assignment: 4-15-97
Contingent Assgmt.(CSFB): 7-15-98
Country of Issue: United States of America

Design Only - the drawing consists of a kidney-shaped tablet

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,350,257
Date of Registration: 7-23-85
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Thalitone

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,216,341
Date of Registration: 11-16-82
Date of Assignment: 1-24-97
Contingent Assgmt.(CSFB): 7-15-98
Country of Issue: United States of America

Nucofed

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,101,912
Date of Registration: 9-12-78
Date of Assignment: 10-11-96
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Viroptic

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,018,684
Date of Registration: 8-26-75
Date of Assignment: 5-20-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Cortisporin

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,616,775
Date of Registration: 11-29-55
Date of Assignment: 4-9-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Tussend

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,830,944
Date of Registration: 6-27-67
Date of Assignment: 10-15-96
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Quibron

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,735,573
Date of Registration: 8-7-62
Date of Assignment: 10-11-96
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Accudose

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,029,430
Date of Registration: 1-14-97
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Kemadrin

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,581,264
Date of Registration: 10-20-53
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Pro-Kemadrin

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,764,204
Date of Registration: 2-4-64
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Mantadil

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,621,988
Date of Registration: 11-13-90
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Menest

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,808,767
Date of Registration: 12-7-93
Date of Assignment: 7-15-98
Country of Issue: United States of America

Monafed

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,169,443
Date of Registration: 6-30-98
Date of Assignment: Original applicant
Country of Issue: United States of America

Proloprim

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,806,889
Date of Registration: 4-12-66
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Septra

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,904,178
Date of Registration: 12-15-70
Date of Assignment: 12-5-97
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Proctocort

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,132,640
Date of Registration: 1-27-98
Date of Assignment: Original Applicant
Contingent Assgmt (CSFB): 7-15-98
Country: United States of America

Pending Trademarks

Virtopic

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Notice of Allowance (10-13-98)
Filing Date: 9-8-97
Serial Number: 75/353,122
Date of Assignment: Original Applicant
Country: United States of America

Classics That Work

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 42
Status: Pending In-Use Application
Filing Date: 4-7-98
Serial Number: 75/464,025
Date of Assignment: Original Applicant
Country: United States of America

Cromoptic

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Pending Intent-to-Use application
Filing Date: 7-17-98
Serial Number: 75/521,057
Date of Assignment: Original Applicant
Country: United States of America

Cortisporin TC

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Pending
Filing Date: 7-29-98
Serial Number: 75/527,292
Date of Assignment: Original Applicant
Country: United States of America

Monarchpharm

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 35 (Advertising and Business Services)
Status: Pending as In-Use Application
Filing Date: 6-6-97
Serial Number: 75/304,506
Date of Assignment: Original Applicant
Country: United States of America

Monahist

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Notice of Allowance (12-1-98)
Filing Date: 5-22-97
Serial Number: 75/296,273
Contingent Assgmt (CSFB): 7-15-98
Country: United States of America

Polymatrix

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Pending Intent-to-Use application
Filing Date: 7-17-98
Serial Number: 75/520,648
Date of Assignment: Original Applicant
Country: United States of America

Licensed Registered Trademarks

Neosporin

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,572,764
Date of Registration: 3-31-53
Date of Licensure: 11-14-97
Date of Assignment: 7-21-98
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Polysporin

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 0,546,132
Date of Registration: 7-31-51
Date of Licensure: 11-14-97
Date of Assignment: 7-21-98
Contingent Assgmt.(CSFB): 7-15-98
Country of Issue: United States of America

Service Marks

Secure-A-Sample

Owner/Applicant: Monarch Pharmaceuticals, Inc.
Class(es): International Class 42 (Miscellaneous Service Marks)
Status: Registered
Registration Number: 1,983,864
Date of Registration: 7-2-96
Date of Assignment: Original Applicant
Country of Issue: United States of America

Registered Trademarks

Monarch Pharmaceuticals

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,031,645
Date of Registration: 1-21-97
Date of Assignment: Original Applicant
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Monarch Pharmaceuticals and Design

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,031,644
Date of Registration: 1-21-97
Date of Assignment: Original Applicant
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Royal Vet

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 3 (non-medicated grooming preparations for pets) & Class 5 (pharmaceuticals)
Status: Registered
Registration Number: 2,029,678
Date of Registration: 1-14-97
Date of Assignment: Original Applicant
Contingent Assgmt (CSFB): 7-15-98
Country of Issue: United States of America

Pending Trademarks

Show Winner

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals) &
Class 3 (Cosmetics & Cleaning Preparations)
Status: Pending as an Intent to Use Application
Published 12-15-98
Filing Date: 2/3/98
Serial Number: 75/428,434
Date of Assignment: Original Applicant
Country: United States of America

Snap-N-Chew

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Pending as in-use application
Filing Date: 7-23-98
Serial Number: 75/524,434
Date of Assignment: Original Applicant
Country: United States of America

Petrin

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Notice of Allowance (11-24-98)
Filing Date: 8-27-97
Serial Number: 75/347,996
Date of Assignment: Original Applicant
Country: United States of America

Arthrose Chews

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Notice of Allowance (9-29-98)
Filing Date: 8-27-97
Serial Number: 75/347,837
Date of Assignment: Original Applicant
Contingent Assgnmt (CSFB): 7-15-98
Country: United States of America

Vetrin

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Notice of Allowance (11-24-98)
Filing Date: 8-27-97
Serial Number: 75/347,765
Date of Assignment: Original Applicant
Contingent Assgnmt (CSFB): 7-15-98
Country: United States of America

King Pharmaceuticals (stylized letters)

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals) &
Class 10 (Veterinary & Diagnostic Preparations)
Status: Pending as an Intent to Use Application
Published (3-17-98)
Filing Date: 7-12-95
Serial Number: 74/700,382
Date of Assignment: Original Applicant
Contingent Assgnmt (CSFB): 7-15-98
Country: United States of America

King Pharmaceuticals and Design

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals) &
Class 10 (Veterinary & Diagnostic Preparations)
Status: Pending as an Intent to Use Application
Published (3-17-98)
Filing Date: 7-12-95
Serial Number: 74/700,380
Date of Assignment: Original Applicant
Contingent Assgnmt (CSFB): 7-15-98
Country: United States of America

King and Design

Owner/Applicant: King Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Application Pending
Filing Date: 4-4-94
Serial Number: 74/508,722
Date of Assignment: Original Applicant
Country: United States of America

Registered Trademarks

Surital

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 18 (Pharmaceuticals)
Status: Registered
Registration Number: 500,405
Date of Registration: 5-18-48
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Adrenalin

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 53,934
Date of Registration: 6-12-06
Date of Assignment: 9-8-98 (tentative)
Country of Issue: United States of America

Adrenalin and Design

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 140,512
Date of Registration: 3-15-21
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Aplisol

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 925,391
Date of Registration: 12-14-71
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Aplitest

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 947,129
Date of Registration: 11-14-72
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Chloromycetin (*)

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 509,735
Date of Registration: 5-10-49
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

* The Trademark "Chloromycetin" is subject to the Chloromycetin License Agreement dated February 27, 1998, by and between Warner-Lambert Company and Parkedale Pharmaceuticals, Inc.

Coly-Mycin

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 699,294
Date of Registration: 6-14-60
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Fluogen

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 883,203
Date of Registration: 12-30-69
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Humatin

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 665,305
Date of Registration: 8-5-58
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Ketalar

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 840,783
Date of Registration: 12-19-67
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Ophthocort

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 667,321
Date of Registration: 9-23-58
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Pitocin

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 254,956
Date of Registration: 4-2-29
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Pitressin

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 254,507
Date of Registration: 3-26-29
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Procan

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,140,210
Date of Registration: 10-07-80
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Procanbid

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,015,950
Date of Registration: 11-12-96
Date of Assignment: 9-8-98 (tentative)
Contingent Assgmt (CSFB): 8-6-98
Country of Issue: United States of America

Procanbid and Design

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,062,311
Date of Registration: 5-13-97
Date of Assignment: 9-8-98 (tentative)
Contingent Assgnmt (CSFB): 8-6-98
Country of Issue: United States of America

Procanbid and Design

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 2,065,975
Date of Registration: 5-27-97
Date of Assignment: 9-8-98 (tentative)
Contingent Assgnmt (CSFB): 8-6-98
Country of Issue: United States of America

Vira-A

Owner: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,019,813
Date of Registration: 9-9-75
Date of Assignment: 9-8-98 (tentative)
Contingent Assgnmt (CSFB): 8-6-98
Country of Issue: United States of America

Pending Trademarks**Histoplasmin**

Owner/Applicant: Parkedale Pharmaceuticals, Inc.
Class(es): International Class 5 (Pharmaceuticals)
Status: Pending as in-use application
Filing Date: 8-28-98
Serial Number: 75/544,568
Date of Assignment: Original Applicant
Country: United States of America

Licensed Registered Trademarks

Anusol-HC

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 811,621
Date of Registration: 7-26-66
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Dose

Owner: Warner-Lambert Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 986,792
Date of Registration: 6-25-74
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Vial (Block Letters)

Owner: Parke, Davis & Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 549,403
Date of Registration: 10-16-51
Date of Licensure: 2-27-98
Country of Issue: United States of America

Steri-Vial (Stylized Letters)

Owner: Parke, Davis & Company
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 375,423
Date of Registration: 2-20-40
Date of Licensure: 2-27-98
Country of Issue: United States of America

Acquired Trademarks

Attachment "1" to this Schedule V sets forth a list of Trademarks acquired by Borrower pursuant to the General Products Agreement dated December 17, 1998, by and among Hoescht Marion Roussel, Inc., Hoescht Marion Roussel Deutschland GmbH and Borrower, as part of the Acquisition.

The Trademark "Silvadene" is subject to the following licenses:

1. E.I. DuPont De Nemours and Company Trademark Agreement dated July 29, 1986 (United Mexican States);
2. Eczacibasi Pharmaceutical Company License and Supply Agreement dated April 5, 1988 (Turkey);
3. Panion Enterprise Co., Ltd. Silvadene Agreement dated May 23, 1990 (Taiwan);
4. Rhone Poulenc Pharma de Mexico, S.A. de C.V. Silvadene Agreement dated July 9, 1990, as amended August 1, 1995 (Mexico).

SILVADENE, AVC, DV - ALL ACTIVE TMS

9/29/98

| Country Name | Trademark | App. Serial Number | Reg. Serial Number | Registration Date | Owner Name |
|--------------------------|-----------|--------------------|--------------------|---------------------|------------------------------|
| AUSTRIA | SILVADENE | AM280987 | | 21-Jul-87 116309 | HOECHST MARION ROUSSEL, INC. |
| BRAZIL | SILVADENE | 800083989 | | 09-Apr-80 800083989 | HOECHST MARION ROUSSEL, INC. |
| CANADA | AVC | 304754 | | 09-May-87 155257 | MERRELL DOW PHARMACEUTICALS |
| CANADA | SILVADENE | 374446 | | 16-Apr-74 212822 | HOECHST MARION ROUSSEL, INC. |
| CHILE | SILVADENE | 58194 | | 06-Jul-79 365042 | HOECHST MARION ROUSSEL, INC. |
| CHINA | SILVADENE | " | | 13-May-80 161736 | HOECHST MARION ROUSSEL, INC. |
| COLOMBIA | SILVADENE | " | | 94333 | HOECHST MARION ROUSSEL, INC. |
| DENMARK | SILVADENE | 751 | | 15-Feb-78 2659 | HOECHST MARION ROUSSEL, INC. |
| GREECE | SILVADENE | 64815 | | 19-Oct-79 64815 | HOECHST MARION ROUSSEL, INC. |
| HONDURAS | SILVADENE | 47141 | | 47141 | HOECHST MARION ROUSSEL, INC. |
| HONG KONG | SILVADENE | 672 | | 28-Feb-85 1942 | HOECHST MARION ROUSSEL, INC. |
| INDIA | SILVADENE | 415652 | | 05-Jan-84 " | HOECHST MARION ROUSSEL, INC. |
| INDIA | SILVADENE | 413265 | | 17-Nov-83 " | HOECHST MARION ROUSSEL, INC. |
| ISRAEL | SILVADENE | " | | 14-Oct-76 43042 | HOECHST MARION ROUSSEL, INC. |
| ITALY | SILVADENE | 33844C | | 24-Mar-88 520759 | MARION MERRELL DOW INC. |
| ITALY | SILVADENE | 34240 | | 12-Jul-77 349540 | HOECHST MARION ROUSSEL, INC. |
| ITALY | SILVADENE | 8292 | | 12-Oct-76 55288 | MARION MERRELL DOW INC. |
| KOREA (SOUTH) | SILVADENE | 4236 | | 31-Dec-87 4236A | HOECHST MARION ROUSSEL, INC. |
| MACAU | SILVADENE | 8501820 | | 30-Apr-85 8501820 | HOECHST MARION ROUSSEL, INC. |
| MALAYSIA | SILVADENE | 62760 | | 18-May-89 367651 | HOECHST MARION ROUSSEL, INC. |
| MEXICO | SILVADENE | 47086 | | 21-Jun-85 " | HOECHST MARION ROUSSEL, INC. |
| NIGERIA | SILVADENE | 1214 | | 19-Feb-80 93123 | MARION MERRELL DOW INC. |
| PARAGUAY | SILVADENE | 21229 | | 27-Oct-77 21229 | HOECHST MARION ROUSSEL, INC. |
| PUERTO RICO | AVC | " | | 05-Mar-81 23558 | HOECHST MARION ROUSSEL, INC. |
| PUERTO RICO | SILVADENE | SJ728693 | | 16-Sep-83 " | MERRELL PHARMACEUTICALS INC. |
| SINGAPORE | SILVADENE | 773827 | | 19-Aug-77 773827 | HOECHST MARION ROUSSEL, INC. |
| SOUTH AFRICA | AVC | 605422 | | 27-Dec-89 605422 | HOECHST MARION ROUSSEL, INC. |
| SPAIN | SILVADENE | 845353 | | 09-Apr-77 845353 | MERRELL PHARMACEUTICALS INC. |
| SPAIN | SILVADENE | 771712 | | 13-Apr-77 163488 | HOECHST MARION ROUSSEL, INC. |
| SWEDEN | SILVADENE | " | | 15-Mar-77 287735 | MARION MERRELL DOW INC. |
| SWITZERLAND | SILVADENE | " | | 12174 | HOECHST MARION ROUSSEL, INC. |
| TAIWAN | SILVADENE | 357058 | | 26-Mar-88 " | HOECHST MARION ROUSSEL, INC. |
| THAILAND | SILVADENE | 68091 | | 05-Dec-85 89820 | HOECHST MARION ROUSSEL, INC. |
| TURKEY | SILVADENE | 32156 | | 17-May-71 926416 | HOECHST MARION ROUSSEL, INC. |
| UNITED STATES OF AMERICA | SILVADENE | 11636 | | 23-Jan-74 1020307 | HOECHST MARION ROUSSEL, INC. |
| UNITED STATES OF AMERICA | SILVADENE | | | | |

Altace

Owner (Registrant): Hoechst Aktiengesellschaft
Class(es): International Class 5 (Pharmaceuticals)
Status: Registered
Registration Number: 1,812,659
Date of Registration: 12-21-93
Country: United States of America



DONELAN CLEARY
WOOD & MASER, P.C.

March 5, 1999

Assignment Branch
Grant by Parkedale Pharmaceuticals, Inc. of Security Interest
to Credit Suisse First Boston in
22 U.S. Trademark Registrations and 1 Trademark Application

Dear Sir:

On behalf of Credit Suisse First Boston, a Swiss banking corporation, receiver of a security interest (for indexing, "assignee"), Eleven Madison Avenue, New York, New York 10010, I submit for filing and recording in the assignment records of the United States Patent and Trademark Office the enclosed true copy of a document entitled Supplement No. 1 (hereinafter "Supplement") dated as of December 22, 1998.

As is noted in the Supplement, the Supplement is for the purpose of supplementing that certain Security Agreement dated as of February 27, 1998, recorded with the Assignment Division of the United States Patent and Trademark Office on Reel 1767/Frame 0665 and Reel 1759/Frame 0663 as to trademarks and on Reel 9257/Frame 0503 as to patents, whereby, among other things, Parkedale Pharmaceuticals, Inc. grants a security interest to Credit Suisse First Boston in 22 trademark registrations and 1 trademark application.

To facilitate the indexing, there is attached a "Trademarks Only" Recordation Form Cover Sheet ("Cover Sheet").

Enclosed is a check in the amount of five hundred ninety (\$590.00) dollars in payment of the filing/indexing fees for the twenty-two (22) trademark registrations and one (1) trademark applications as listed in the attached Cover Sheet (namely \$40.00 for the document and one mark plus \$25.00 per each mark after one, for a total of \$590.00).

Once the Supplement is recorded in both the trademark registration number index and the Assignor/Assignee Index, it should be returned to me at the following address:

Allen H. Harrison, Jr.
Suite 750, West Tower
1100 New York Avenue, N.W.
Washington, DC 20005-3934

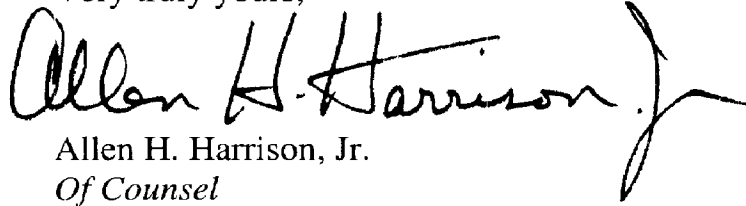
ATTORNEYS AND COUNSELORS AT LAW

1100 New York Avenue, Suite 750, N.W., Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

TRADEMARK
REEL: 1868 FRAME: 0745

I thank you for your help and assistance, and if there are any questions concerning this matter, I can be reached locally at 202-371-9500.

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.
Of Counsel

Box Assignments
Commission of Patents and Trademarks
Washington, DC 20231

Enclosures

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Certified Mail No. Z 203 548 634

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