

MMP 2/8/00

Received 01/27/2000 15:28
JAN-27-00 THU 04:24 PM NATIONAL CORP

03-02-2000

83

P. 04



02/08/1996 16:10 2027030145

PAGE 02

101280012

FORM PTO-100
(Rev. 6-93) **MPO 2-8-00**
OMB No. 0651-0011 (Exp. 09-94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 0000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SHIRE RICHWOOD INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 23, 1999

2. Name and address of receiving party(ies)

Name: DLJ Capital Funding Inc. as Administrative Agent

Internal Address: _____

Street Address: 277 Park Avenue

City: New York State: NY ZIP: 10172

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See schedule I attached hereto

B. Trademark Registration No.(s)

See schedule I attached hereto

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Nr _____

In Return To

National Corporate Research, LTD.

225 W. 34th St. Suite 910

New York, NY 10022

(800) 221-0102 (212) 947-7200

St _____

City: New York State: NY ZIP: 10122

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

03/02/2000 DCATES 00000000 1900092

DO NOT USE THIS SPACE

01 FC: 481 40.00 DP
02 FC: 482 125.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sally Frontman
Name of Person Signing

Sally Frontman
Signature

01/28/00
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Pledgor: Shire Richwood Inc.

Item A. Trademarks

Registered Trademarks

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-------------------------|-------------------------|--------------------------|
| USA | Adderall | 1, 908, 092 | 08-01-95 |
| USA | Dextrostat | 2, 024, 001 | 12-17-96 |
| USA | Dosaflex | 1, 854, 440 | 05-26-98 |
| USA | Richwood Pharmaceutical | 1, 792, 338 | 09-14-93 |
| USA | Obetrol | 690, 114 | 12-22-79 |
| USA | Caffestat | 75/311, 348 | - * |

Common Law Mark

| <u>Country</u> | <u>Trademark</u> | <u>Serial No./ Application No.</u> | <u>Filing Date</u> |
|----------------|------------------|--|--------------------|
| USA | Rexar Pharmacal | -- | -- |
| USA | Oby-Cap | -- | -- |
| USA | Oby-Trim | -- | -- |
| USA | X-Trozine LA | -- | -- |

* Intent to use filed on November 25, 1958. This trademark has not been actively used.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1999, is made by SHIRE RICHWOOD INC., a Kentucky corporation (the "Grantor") in favor of DLJ CAPITAL FUNDING, INC., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of November 19, 1999 (the "Amended and Restated Credit Agreement"), amending and restating in its entirety the Credit Agreement, dated as of June 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Shire Laboratories Inc., a Delaware corporation ("Shire Laboratories"), Shire Richwood Inc., a Kentucky corporation ("Shire Richwood"), Shire Supplies U.S. LLC, a Delaware limited liability company ("Shire Supplies"), Shire Holdings US Inc., a Delaware corporation ("Shire Holdings"), Shire US LLC, a Delaware limited liability company ("Shire US") and Roberts Pharmaceutical Corporation, a New Jersey corporation ("Roberts"; Shire Laboratories, Shire Richwood, Shire Supplies, Shire Holdings, Shire US and Roberts are each individually referred to as a "Borrower" and collectively referred to as the "Borrowers"), Shire Pharmaceuticals Group plc, a public limited company organized under the laws of England and Wales (the "Parent"), as a guarantor, the various financial institutions as are or may become parties thereto (collectively, the "Lenders"), the Agents named therein, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantor has executed and delivered a Borrowers Security Agreement, dated as of December 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Amended and Restated Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a non-affiliated third party on such grant, or where such violation would occur without consent, unless and until any required consents shall have been obtained. The Grantor agrees to use commercially reasonable efforts (which shall not require any material expenditure of cash or the making of material concessions under the relevant agreement) to obtain permission to grant a security interest in favor of the Administrative Agent in all material licenses relating to Trademark Collateral owned as of the Restatement Effective Date by the Grantor.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Amended and Restated Credit Agreement or (ii) the termination of all Commitments and the payment in full of all Secured Obligations (other than the Obligations which survive such payment as set forth in Section 10.5 of the Amended and Restated Credit Agreement), the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, no later than ten Business Days following a request by the Grantor to the Administrative Agent, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 7.2.9 of the Amended and Restated Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, no later than ten Business Days following a request by the Grantor to the Administrative Agent, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Amended and Restated Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Amended and Restated Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

DEC-22-99 12:38

6062821794

P. 26

R-514

Job-943

12/22/99 WED 12:48 FAX 6062821794

SHIRE RICHWOOD INC.

DEC 22 1999 12:26 FR MAYER BROWN & PLATT 212 262 1910 TO 915062821794

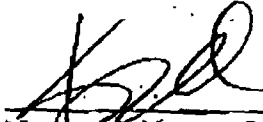
P. 21/23

028

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

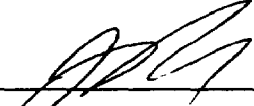
SHIRE RICHWOOD INC.

By:


Name: Kevin T. Anderson
Title: officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DLJ CAPITAL FUNDING, INC.,
as Administrative Agent

By: 
Name: _____
Title: James L. Paragore
Senior Vice President

16860346 | 121999 2004E 98447857