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(Rev. 8-93) MKD 2-8-00  
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 000

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

1. Name of conveying party(ies):  
Roberts Pharmaceutical Corporation

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

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

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

3. Nature of conveyance:  
 Assignment                                       Merger  
 Security Agreement                           Change of Name  
 Other \_\_\_\_\_

Execution Date: December 23, 1999

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
See Schedule I attached hereto

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See Schedule I to Trademark Security Agreement attached hereto

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: National Corporate Research  
Internal Address: \_\_\_\_\_  
2996  
Street Address: 225 West 34th Street  
City: New York State: NY ZIP: 10127

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....\$ 915-00  
 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 INCOATES 00000007 1756395  
01 FC:481 40.00 OP  
02 FC:482 875.00 OP

DO NOT USE THIS SPACE

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

Total number of pages including cover sheet, attachments, and document: 19                                      Date 01/28/00

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

**Trademark Security Agreement  
(Roberts Pharmaceutical Corporation)**

**I. Pledgor: Roberts Laboratories, Inc.**

**Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	A Tradition in Good Taste	1756395	03-09-93
USA	Agrelin Agrelin	1587418	03-20-90
USA	Agrylin	2, 160, 991	05-26-98
USA	Amatine	1476517	02-16-88
USA	Banthine	537763	02-13-51
USA	Colace	670133	11-25-58
USA	Colace Capsule Design	1396386	06-10-86
USA	Dopar	890353	05-05-70
USA	Duvoid	1070508	08-02-77
USA	Eminase	1, 800, 416	10-26-93
USA	Ethmozine	1335065	05-14-85
USA	Furacin	403279	09-14-43
USA	Furacin	441715	12-28-48
USA	Furoxone	587238	03-23-54
USA	Maxivent	1689494	05-26-92
USA	Neo-Diarral	1, 940, 943	12-12-95
USA	Nitrodisc	1268852	03-06-84
USA	Peri-Colace	654710	11-19-57
USA	Pharma Counsel	1890231	04-18-95
USA	Physician Office Based Therapy	1765383	04-13-93
USA	Pro-Banthine	575266	06-02-53
USA	Proamatine	1940047	12-05-95
USA	Radinyl	1490774	06-07-88

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Roberts Pharmaceuticals	1813361	12-28-93
USA	RobertsIII	1719797	09-29-92
USA	Saluron	1250898	09-13-83
USA	Salutensin	708664	12-20-60
USA	Salutensin-Demi	1186361	01-19-82
USA	Simufed	1804073	11-16-93
USA	Somagard	1605253	07-10-90
USA	Supprelin	1638851	03-26-91
USA	Tencet	1626653	12-11-90
USA	Topicycline	1026526	12-09-75
Algeria	Furacin	28965	07-12-78
Algeria	Furoxone	41542	01-28-69
Argentina	Eminase	1,559,541	04-28-95
Australia	Agrylin	742160	08-25-97
Australia	Eminase	A427911	06-05-85
Australia	Ethmozine	A520257	09-29-89
Australia	Furacin	A87281	05-30-46
Austria	Eminase	103019	07-13-83
Austria	Ethmozine	107956	01-17-85
Austria	Stanate	722264	04-27-99
Austria	Topicyclin	103426	08-17-83
Bahamas	Furacin	3171	12-14-59
Bahrain	Eminase Eminase	9898	11-19-85
Benelux	Eminase	388629	02-21-83
Benelux	Eminase	416699	02-21-86
Benelux	Ethmozine	402151	09-07-84
Benelux	Furacin	27036	04-29-71
Benelux	Furacine	373425	03-27-81
Benelux	Furoxone	27033	04-29-71
Benelux	Stanate	722264	04-27-99

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Benelux	Topicyclin	387515	02-28-83
Benelux	Topicycline	340896	10-04-76
Benelux	Topicycline	412765	10-22-85
Bolivia	Ethmazine	52273	12-04-91
Brazil	Eminase	812977670	11-21-86
Brazil	Ethmazine	811706230	03-04-86
Canada	Agrelin	388757	09-06-91
Canada	Alcojel	152061	07-14-67
Canada	Alkets	120264	11-25-60
Canada	Amatine	397677	05-01-92
Canada	Anivy	35002	04-14-50
Canada	Banthine	37585	08-24-50
Canada	Barriere-H.C.	106, 347	04-12-57
Canada	Betnesol	124979	01-12-62
Canada	Cheracol	21947670	09-27-30
Canada	Citrocarbonate	170/37804	05-15-30
Canada	Colace	104766	10-19-56
Canada	Dequadin	103046	04-06-56
Canada	Duvoid	228064	05-26-78
Canada	Eminase	TMA 498,007	07-29-98
Canada	Entacyl	46943	01-13-54
Canada	Ethmazine	TMA320219	10-31-86
Canada	Florinef	100539	04-29-55
Canada	Furacin	24306	10-04-45
Canada	Furoxone	46071	10-07-53
Canada	K-Lyte	153398	09-29-67
Canada	K-Lyte-CL	175236	03-19-71
Canada	Lipomul	41867	12-01-51
Canada	Mucomyst	134141	01-10-64
Canada	Mycil	31626	03-01-49

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	Norpace	202804	11-01-74
Canada	Norpace & Design	230261	09-08-78
Canada	Peri-Colace	107790	08-23-57
Canada	Prenavite	133444	11-08-63
Canada	Pro-Banthine	44603	01-07-53
Canada	Propaderm	160842	01-31-69
Canada	Pyroxate	UCA34669	01-04-50
Canada	Radinyl	360082	09-08-89
Canada	Radiostol	201/44113	06-18-53
Canada	Saluron	122646	06-23-61
Canada	Salutensin	121409	03-03-61
Canada	Super D	21/6088	01-02-36
Chile	Eminase	390439	08-07-92
Chile	Ethmozine	363078	12-27-90
China P.R.	Eminase	279409	02-28-87
Cyprus	Eminase	26495	01-27-87
Cyprus	Furacin	221	06-14-92
Cyprus	Furacin	5289	06-01-56
Cyprus	Furoxone	223	06-14-78
Denmark	Eminase	02 129 1988	05-20-88
Denmark	Ethmozine	00651	01-27-95
Denmark	Furacin	1376	11-04-50
Denmark	Stanate	722264	04-27-99
Dominican Republic	Ethmozine	38380	03-01-85
Ecuador	Eminase	757-92	04-27-92
Egypt	Eminase	66230	09-25-85
Egypt	Furacin	14033	07-02-46
Egypt	Furoxone	34091	04-08-58
Finland	Stanate	722264	04-27-99
France	Eminase	1228592	02-25-83

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
France	Ethmozine	1283242	09-04-84
France	Furacin	1349777	04-08-46
France	Iminase	1382255	03-26-86
France	Stanate	722264	04-27-99
France	Topicyclin	1228787	02-28-83
Great Britain	Agrelin	1515631	10-13-92
Great Britain	Baratol	780353	07-30-58
Great Britain	Celevac	690125	06-22-50
Great Britain	Cheracol	709250	07-25-52
Great Britain	Dirame	1432941	07-24-90
Great Britain	Eminase	1181887	09-17-82
Great Britain	Enterosan	1384908	05-19-89
Great Britain	Entrotab	878716	02-13-87
Great Britain	HRF	B1125346	12-07-79
Great Britain	Isordil	829610	01-16-62
Great Britain	Maxocil	1069399	10-14-76
Great Britain	Maxolon	1215698	03-28-84
Great Britain	Maxolon Sr	1273999	08-08-86
Great Britain	Meptid	1178375	07-10-82
Great Britain	Meptidol	1149419	02-25-81
Great Britain	Midon	1409784	01-04-90
Great Britain	Mintec	1, 234, 783	01-31-85
Great Britain	Orthoxicol	709256	07-25-52
Great Britain	Radynyl	1343270	05-03-88
Great Britain	Stanate	722264	04-27-99
Great Britain	Supprelin	1515629	10-13-92
Great Britain	Tembirds	926520	06-12-68
Great Britain	Topicyclin	1191373	03-02-83
Great Britain	Topicycline	1069020	10-04-76
Germany	Eminase	645049	09-18-85

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Germany	Eminase	1055541	02-24-83
Germany	Stanate	EU 722264	04-27-99
West Germany	Ethmozine	1079809	09-06-84
Gibraltar	Furoxone	773970	02-05-65
Greece	Eminase	74299	03-23-83
Greece	Ethmozine	121178	09-17-97
Greece	Furacin Nasal	46332	05-15-71
Greece	Furacin Otic	46332	05-15-71
Greece	Furacin Vaginal	53214	08-01-74
Greece	Furoxone	2312	04-01-58
Greece	Stanate	722264	04-27-99
Honduras	Ethmozine	44621	04-22-85
Hong Kong	Eminase	937/1986	09-27-85
Hong Kong	Ethmozine	1916	10-03-89
Hong Kong	Furacin	1109	07-29-59
Hong Kong	Furoxone	1111/1959	07-29-59
Hong Kong	Topicycline	1781/1987	07-01-86
Hungary	Eminase	125426	10-03-85
Indonesia	Eminase	202511	02-25-85
Indonesia	Ethmozine	273, 471	03-28-92
Iran	Eminase	67107	10-03-85
Iraq	Eminase	29749	04-22-86
Ireland	Agrelin	149686	10-22-92
Ireland	Baratol	101624	11-13-80
Ireland	Celevac	51135	03-05-51
Ireland	Dirame	140950	08-16-90
Ireland	Eminase	114993	01-29-85
Ireland	Enterosan	142903	07-12-90
Ireland	Entrotabs	150891	04-15-91
Ireland	Ethmozine	112965	11-01-84

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Ireland	Expulin	84630	08-14-74
Ireland	Exputex	118156	01-03-86
Ireland	Furoxone	60782	09-19-58
Ireland	Isordil	64577	08-17-62
Ireland	Maxolon	73785	08-19-68
Ireland	Maxolon Sr	121656	09-02-86
Ireland	Meptid	106415	09-22-82
Ireland	Meptidol	99625	02-25-81
Ireland	Midon	138108	01-08-90
Ireland	Othoxicol	62378	03-22-60
Ireland	Orthoxine	62379	03-22-60
Ireland	Radinyl	126119	05-27-88
Ireland	Somagard	146481	03-02-92
Ireland	Stanate	722264	04-27-99
Ireland	Supprelin	149687	10-22-92
Ireland	Tembids	72480	08-22-67
Ireland	Topicycline	90083	10-05-76
Israel	Agrelin	92888	02-04-96
Israel	Dirame	92889	04-01-96
Israel	Eminase	61612	08-13-85
Israel	Ethmozine	92890	08-05-96
Israel	Furacin	8064	06-28-46
Israel	Furoxone	16823	04-08-58
Israel	Somagard	92891	01-04-96
Israel	Supprelin	92892	02-04-96
Italy	Erminase	454728	03-11-83
Italy	Ethmozine	462413	01-16-85
Italy	Furacin	521021	12-13-87
Italy	Furoxona	659495	11-29-75
Italy	Stanate	722264	04-27-99



<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Jamaica	Eminase	23289	05-06-86
Japan	Topitetrin	2460309	09-30-92
Japan	Topitetrin	2460310	09-30-92
Jordan	Agrylin	48433	01-22-98
Jordan	Eminase	23194	08-13-06
Jordan	Ethmozine	48464	01-22-98
Jordan	Furacin	8325	10-16-65
Jordan	Furoxone	4283	05-24-58
Kenya	Eminase	33357	08-14-85
South Korea	Agrylin	427836	10-31-98
South Korea	Agrylin (Korean Equivalent)	427838	10-31-98
South Korea	Eminase	131314	09-26-86
South Korea	Eminase	131315	09-26-86
Kuwait	Furacin	17281	09-28-85
Kuwait	Topicycline	16756	04-28-85
Lebanon	Eminase	48026	10-23-85
Lebanon	Furacin	34733	12-18-47
Lebanon	Furoxone	50997	12-08-87
Liechtenstein	Entrotabs	7008	09-01-86
Liechtenstein	Topicycline	5998	12-30-80
Malaysia	Furacin	84\00930	02-27-84
Malaysia	Furoxone	84\00925	02-27-84
Mexico	Eminase	405532	02-11-92
Mexico	Ethmozine Ethmozine	362834	06-02-89
Monoco	Topicycline	777170	10-18-76
Morocco	Eminase	36642	10-01-85
Myanmar	Eminase	2061/1989	11-17-89
New Zealand	Agrylin	281429	08-25-97
New Zealand	Eminase	145475	12-10-85
New Zealand	Ethmozine	196290	09-21-89

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
New Zealand	Furoxone	62678	09-23-58
Nigeria	Furoxone	9985	10-17-72
Norway	Eminase	131013	12-10-87
Oman	Eminase	1037	09-01-91
Oman	Furacin	3420	11-22-89
Oman	Furoxone	3421	11-22-89
Pakistan	Furacin	10433	04-03-50
Paraguay	Ethmozine	154810	06-26-92
Peru	Eminase	97272	08-05-92
Philippines	Eminase	44325	05-10-89
Philippines	Entrotabs	51752	11-05-91
Philippines	Ethmozine	51142	08-08-91
Portugal	Ethmozine	227407	01-08-91
Portugal	Fibril	220647	05-23-88
Portugal	Furacin	177150	08-26-52
Portugal	Gine-Furazona	180043	02-04-53
Portugal	Stanate	722264	04-27-99
Portugal	Topi-Furazona	180045	02-04-53
Portugal	Topicycline	199423	12-02-85
Qatar	Eminase	5136	01-26-92
Qatar	Furacin	144	01-29-81
Qatar	Furoxone	140	01-29-81
Qatar	Topicycline	1518	10-09-86
South Africa	Eminase	85/4621	06-28-85
South Africa	Topicycline	83/9576	12-28-83
El Salvador	Ethmozine	119, Book III	02-06-86
Saudi Arabia	Eminase	156/51	04-12-86
Singapore	Eminase	3687/85	08-12-85
Spain	Ethmozine	1946985	09-05-95
Spain	Furoxana	299441	04-20-56

<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Spain	Iminase	1139894	12-12-87
Spain	Stanate	EU 722264	04-27-99
Spain	Topitetrina	933792	03-20-81
Sri Lanka	Ethmozine	58348	12-18-89
Sudan	Furoxone	12976	02-23-71
Surinam	Furacin	11296	01-05-84
Sweden	Eminase	209284	02-26-88
Sweden	Stanate	722264	04-27-99
Switzerland	Eminase	323664	02-23-83
Switzerland	Entrotab	346537	05-05-86
Switzerland	Entrotabs	346536	05-05-86
Switzerland	Ethmozine	334378	09-05-84
Switzerland	Stanate	452921	01-16-98
Switzerland	Xagrid	449545	09-25-97
Thailand	Eminase	102233	11-21-85
Tunisia	Eminase	EE85/251	10-10-85
Tunisia	Furoxone	EE93.0559	06-07-78
Turkey	Eminase	94319	09-29-86
Turkey	Furoxone	77526	05-15-58
United Arab Emirates	Eminase	10804	06-26-97
Venezuela	Ethmozine	126113	01-16-87
Zimbabwe	Eminase	457/1985	08-13-85

**Pending Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Serial No./ Application No.</b>	<b>Filing Date</b>
USA	Dirame	74/342, 434	08-18-97
USA	Stanate	34	
USA	Uroban	74/118554	06-13-96
Austria	Xagrid	74/243883	02-18-97
Benelux	Xagrid	634238	09-22-97
Brazil	Xagrid	634238	09-22-97
Canada	Agrylin	821200640	11-06-98
Canada	Amazing Greys & Design	844590	05-08-97
Canada	Betnovate	761484	08-12-94
Canada	Dirame	Docketed	—
Canada	Les Perles Grises and Design	654805	04-04-90
Canada	Stanate	761483	08-12-94
Canada	Trandate	858, 026	10-06-97
China P.R.	Ethmozine	Docketed	—
Denmark	Xagrid	9004154	02-16-90
Finland	Xagrid	634238	09-22-97
France	Xagrid	634238	09-22-97
Great Britain	Xagrid	634238	09-22-97
Germany	Xagrid	634238	09-22-97
Greece	Xagrid	634238	09-22-97
Ireland	Xagrid	634238	09-22-97
Italy	Xagrid	634238	09-22-97
South Korea	Agrylin (Korean Equivalent - 2nd App.)	11852/1999	04-13-99
Oman	Agrylin	17139	01-13-98
Oman	Ethmozine	17140	01-13-98
Portugal	Xagrid	634238	09-22-97

Country	Trademark	Serial No./ Application No.	Filing Date
Spain	Xagrid	634238	09-22-97
Sweden	Xagrid	634238	09-22-97
United Arab Emirates	Agrylin	29486	12-26-98
United Arab Emirates	Ethmozine	29487	12-26-98
United Arab Emirates	Furacin	Docketed	—
United Arab Emirates	Furoxone	Docketed	—
Venezuela	Eminase	16006-93	09-01-93

II. Roberts Investments Inc.

Roberts Investments does not own any material trademarks or trademark applications.

III. Shore Pharmaceuticals, Inc.

Shore Pharmaceuticals, Inc. does not own any material trademarks or trademark applications.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1999, is made by ROBERTS PHARMACEUTICAL CORPORATION, a New Jersey 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



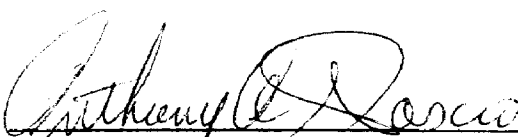
Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

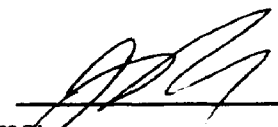
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROBERTS PHARMACEUTICAL CORPORATION

By:   
Name: Anthony A. Rascio  
Title: Vice President

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

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