



Pledgor: Shire Laboratories Inc.

Item A. Trademarks

Registered Trademarks

<u>Country<sup>a</sup></u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Carbatrol	1,975,246	5/21/96
USA	Ensotrol	2,108,880	10/28/97
USA	Peptiscreen	2,012,375	10/29/96

Pending Trademark Applications

<u>Country*</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Dermatrol	74/545,262	6/30/94
USA	Peptitrol	74/545,260	6/30/94
USA	Optiscreen	number not yet assigned	12/1/99

Item B. Trademark Licenses

<u>Country or Territory*</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 1999, is made by SHIRE LABORATORIES INC., a Delaware 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;

W I T N E S S E T H :

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;

(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.

SHIRE LABORATORIES INC.

By: 

Name: James D. Russo  
Title: Senior Vice President  
Chief Financial 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. Parano  
Senior Vice President

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RECORDED: 02/08/2000

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REEL: 002028 FRAME: 0235