

MREB

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03-07-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄ ▼

102006000 ▼ ▼ ▼

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

1. Name of conveying party(ies):

US Oral Pharmaceuticals Pty Ltd

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 3, 2002

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: Independence Center, 15th Floor

Street Address: 101 North Tryon Street

City: Charlotte State: North Carolina Zip: 28255

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State: _____
☒ Other National Association _____

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 registration number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Keum A. Yoon

Internal Address: Shearman & Sterling

Street Address: 599 Lexington Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. If Check is missing or otherwise insufficient, charge Deposit account number:

50-0324

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

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.

Keum A. Yoon

Name of Person Signing

Signature

January 9, 2002

Date

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

7

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

03/06/2002 TDIAZI 00000061 818177

01 FC:481
02 FC:48240.00 OP
175.00 OP

Continuation of Recordation Form Cover Sheet

Continuation of the information in item 1.

2. Name of conveying party(ies):

Purepac Pharmaceutical Co.

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

3. Name of conveying party(ies):

Faulding Pharmaceuticals Inc.

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

Continuation of Box 4.

B. Trademark Registration Nos.:

818,177	2,065,489
836,453	1,192,416
1,785,154	1,801,834
757,619	877,237

No Additional Pages

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**IP Security Agreement**") dated January 3, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Bank of America, N.A. ("**Bank of America**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alpharma Inc., Alpharma Operating Corporation (the "**Company**"), and Alpharma USPD Inc., a Maryland corporation ("**Alpharma USPD**", and together with the Company, individually, a "**Borrower**" and collectively, the "**Borrowers**") have each entered into a Credit Agreement dated as of October 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement Supplement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement Supplement**").

WHEREAS, under the terms of the Security Agreement Supplement, Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications for registration thereof set forth in Schedule B hereto (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid

security interest may not be taken in such an intent-to-use trademark application under applicable law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) the copyrights (whether registered or not) now owned or hereafter acquired by such Grantor, including without limitation, the copyright registrations, applications for registration thereof and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexamination of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages for past, present and future infringement, misappropriation, dilution, violation or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of or arising from any of the foregoing.

Section 2. Limit on Collateral. Notwithstanding anything herein to the contrary, "**Collateral**" shall not include any property of any of the undersigned which is, as of the date hereof, located in Australia (other than in the Australia Capital Territory).

Section 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

US Oral Pharmaceuticals Pty Ltd.

By 

Name: Robert F. Wrobel

Title: Director

By 

Name: Jeffrey E. Smith

Title: Director

Address for Notices:

Purepac Pharmaceutical Co.

By 

Name: John W. LaRocca

Title: Assistant Secretary

Address for Notices:

c/o Alpha Pharma Inc.

One Executive Drive

Fort Lee, NJ 07024

Attention: Legal Department

Faulding Pharmaceuticals Inc.

By 

Name: John W. LaRocca

Title: Assistant Secretary

Address for Notices:

c/o Alpha Pharma Inc.

One Executive Drive

Fort Lee, NJ 07024

Attention: Legal Department

Schedule B to the IP Security Agreement

Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>	<u>Owner</u>
United States	ALCORUB	0818177	November 8, 1966	5	Kalipharma, Inc. (n/k/a Purepac Pharmaceutical Co.)
United States	KADIAN	2065489	May 27, 1997	5	Mayne Health Logistics Pty Limited (n/k/a US Oral Pharmaceuticals Pty Ltd)
United States	MOLECULON	0836453	October 3, 1962	5	Moleculon, Inc. (n/k/a Faulding Pharmaceuticals Inc.)
United States	PUREBROM	1192,416	March 23, 1982	5	Kalipharma, Inc. (n/k/a Purepac Pharmaceutical Co.)
United States	PUREPAC	1785154	August 3, 1993	5	Purepac Pharmaceutical Co.
United States	Purepac Logo	1801834	November 2, 1993	5	Purepac Pharmaceutical Co.
United States	Purepac Logo	0757619	October 1, 1983	5	Kalipharma, Inc. (n/k/a Purepac Pharmaceutical Co.)
United States	SWEETASTE	0877237	September 16, 1969	5	Kalipharma, Inc. (n/k/a Purepac Pharmaceutical Co.)

TRADEMARK

REEL: 002455 FRAME: 0519

RECORDED: 02/15/2002