



4/9/02

04-15-2002



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

Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies):

Par Pharmaceutical, Inc.

- ☐ 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: March 29, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: 2 North

Street Address: 800 Connecticut Avenue

City: Norwalk State: CT Zip: 06854

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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 registration number(s):

A. Trademark Application No.(s) 2229284, 2288099

B. Trademark Registration No.(s) 76274461, 76180952,
76180743Additional number(s) attached ☐ Yes ☒ No

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

Name: Melissa Lopes

Internal Address: Paul Hastings

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Melissa Lopes

Name of Person Signing

Signature

April 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: 22

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

04/12/2002 TDIAZI 00000173 2229204

01 FC:481

40.00 OP

02 FC:482

100.00 OP

TRADEMARK
REEL: 002483 FRAME: 0192



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 29, 2002, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 9 HEREOF (each, a "Grantor" and, collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, Lender, Par Pharmaceutical, Inc., a New Jersey corporation ("Borrower"), and the other Credit Parties (as defined in the Loan Agreement referred to below) are parties to that certain Loan and Security Agreement, dated as of December 15, 1996 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), and pursuant to such Loan Agreement and the other Loan Documents (as such term is defined in the Loan Agreement), Lender has agreed to make loans to Borrower;

WHEREAS, Borrower entered into that certain Trademark Security Agreement on December 27, 1996, whereby Borrower granted a continuing first priority lien to Lender in all of Borrower's existing and thereafter arising or acquired trademarks, and Parent entered into that certain Trademark Security Agreement on December 27, 1996, whereby Parent granted a continuing first priority lien to Lender in all of Parent's existing and thereafter arising or acquired trademarks (collectively, the "Existing Trademark Security Agreement"); and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Loan Agreement, in order to induce Lender to continue to make Revolving Credit Advances as provided for and defined in the Loan Agreement, Grantors desire to grant a continuing Lien (as defined in the Loan Agreement referred to below) on the Intellectual Property Collateral (as hereinafter defined) to Lender, to secure all of the Obligations (as defined in the Loan Agreement referred to below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Credit Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each Grantor hereby assigns and pledges and grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent, including those licensed under any Patent License, (ii) injury to the goodwill associated with any Patent, including those licensed under any Patent License, (iii) infringement or dilution of any Trademark, including those licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark, including those licensed under any Trademark License, (v) infringement or dilution of any Copyright, including those licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II or Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate UCC-1 financing statements, together with payment of the appropriate filing fees, a perfected security interest in favor of Lender in all of such Grantor's Patents, Trademarks and Copyrights and such perfected security interest is enforceable as such as against any and all creditors of, and purchasers from such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule A hereto, together with the payment of the appropriate filing fees, all action necessary or otherwise requested by Lender to protect and perfect its Lien created hereunder on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright or its right to register the same, or to keep and maintain the same.

(b) In the event that any Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, such Grantor shall provide timely written notice to Lender and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Lender to maintain and pursue each application to obtain the relevant registration that is the subject of each such application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office and the United States Copyright office or any similar office or agency and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Lender may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant Section 6 of the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or

make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. CONTINUATION OF GRANT OF BORROWER. With respect to Borrower, this Intellectual Property Security Agreement amends and restates the Existing Trademark Security Agreement and does not evidence a termination of the granting of any Liens as contained in Section 6 of the Loan Agreement or the Existing Trademark Security Agreement. The Liens granted pursuant to Section 6 of the Loan Agreement and the Existing Trademark Security Agreement shall remain in full force and effect and shall be continuing in all respects.

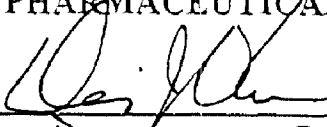
8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

9. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include Borrower and any other Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional US Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Lender not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

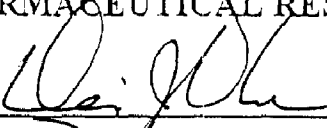
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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

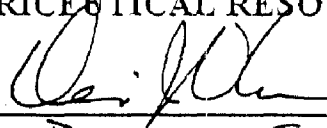
PAR PHARMACEUTICAL, INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

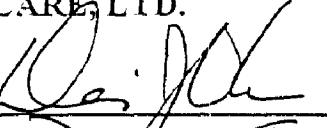
PHARMACEUTICAL RESOURCES, INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO


NUTRICEUTICAL RESOURCES, INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

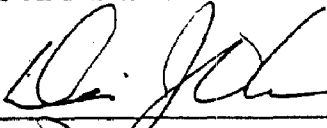
PARCARE, LTD.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO


QUAD PHARMACEUTICALS INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

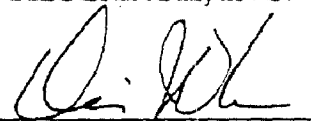
PRX PHARMACEUTICALS, INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

PAR PHARMA GROUP, LTD.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

PRI-RESEARCH, INC.

By: 
Name: Dennis J. O'Connor
Title: VP-CFO

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC
CAPITAL CORPORATION

By: _____
Its: Duly Authorized Signatory

PAR PHARMA GROUP, LTD.

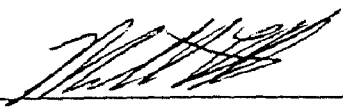
By: _____
Name:
Title:

PRI-RESEARCH, INC.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC
CAPITAL CORPORATION

By:  _____
Its: Duly Authorized Signatory
Michael Lustbader

ACKNOWLEDGMENT OF GRANTORS

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this ___ day of March, 2002 before me personally appeared

Dennis O'Connor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PAR PHARMACEUTICAL, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melina Lopez
Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this __ day of March, 2002 before me personally appeared

Dennis O'Connor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PHARMACEUTICAL RESOURCES, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melina Lopez
Notary Public

{seal}

Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this __ day of March, 2002 before me personally appeared
Dennis O'Connor, proved to me on the basis of satisfactory evidence to be the Person
who executed the foregoing instrument on behalf of NUTRICEUTICAL RESOURCES, INC.,
who being by me duly sworn did depose and say that he is an authorized officer of said
corporation, that the said instrument was signed on behalf of said corporation as authorized by its
Board of Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Melina Lopez
Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this ___ day of March, 2002 before me personally appeared

Dennis O'Connor, proved to me on the basis of satisfactory evidence to be the Person who executed the foregoing instrument on behalf of PARCARE, LTD., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa Lopez

Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this day of March, 2002 before me personally appeared

Dennis O'Connor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUAD PHARMACEUTICALS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melina Lopez
Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this ___ day of March, 2002 before me personally appeared
Dennis Connor, proved to me on the basis of satisfactory evidence to be the person
who executed the foregoing instrument on behalf of PRX PHARMACEUTICALS, INC., who
being by me duly sworn did depose and say that he is an authorized officer of said corporation,
that the said instrument was signed on behalf of said corporation as authorized by its Board of
Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Melina Lopes
Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this day of March, 2002 before me personally appeared

Dennis O'Connor proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PAR PHARMA GROUP, LTD, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa Lopez

Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

STATE OF CONNECTICUT)

)

ss. Stamford

COUNTY OF FAIRFIELD)

On this day of March, 2002 before me personally appeared

Dennis Connor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PRI-RESEARCH, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melina Lopez
Notary Public

{seal}

My Commission Exp. Apr. 30, 2002

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor(s)	Patent	Registration No.	Date
Pharmaceutical Resources, Inc.	6,268,356	09/416,841	July 31, 2001
Pharmaceutical Resources, Inc.	6,028,065	09/063,241	February 22, 2000

II. PATENT APPLICATIONS

Grantor(s)	Patent	Application No.	Date
Pharmaceutical Resources, Inc.	Pending	PCT/US99/23340 WO 01/26626 A1 (published 19 April 2001)	October 7, 1999
Pharmaceutical Resources, Inc.	Pending	09/757,261	January 9, 2001

III. PATENT LICENSES

Grantor(s)	Name of Agreement	Agreement Date	Parties
Elan Corporation PLC.	Development, License and Supply Agreement	December 11, 2001	Elan Corporation PLC. and Par Pharmaceutical, Inc.
(1) Breath Easy Limited (2) Par Pharmaceutical, Inc.	License Agreement	July 9, 2001	Breathe Easy Limited and Par Pharmaceutical, Inc.
Elan Transdermal Technologies, Inc.	License and Supply Agreement	April 26, 2001	Elan Transdermal Technologies, Inc. and Par Pharmaceutical, Inc.
Finetech, Inc. ¹	Research and Development Agreement	April 8, 1999	Finetech, Ltd. and Pharmaceutical Resources, Inc.
Israel Pharmaceutical Resources L.P. ²	Development Agreement	August 11, 1998, amended as of November 2, 1998	Generics (UK) Limited; Israel Pharmaceutical Resources L.P. and Pharmaceutical Resources, Inc.

¹ Pursuant to this agreement, Finetech operates as a contract developer on behalf of Pharmaceutical Resources, which will own all of the rights and interest to the products developed under the agreement, including intellectual property.

² Grant of technology license to use the product information to obtain product approval.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor(s)	Mark	Reg. No.	Date
Par Pharmaceutical, Inc.	RAPIFLUX	76/274,461	June 20, 2001
Par Pharmaceutical, Inc.	VANSPAR	76/180,952	December 14, 2000
Par Pharmaceutical, Inc.	PAR	76/180,743	December 14, 2000

II. TRADEMARK APPLICATIONS

Grantor(s)	Mark	Application No.	Date
Par Pharmaceutical, Inc.	NUTRICEUTICAL RESOURCES	2,229,284	March 2, 1999
Par Pharmaceutical, Inc.	TRANSZONE	2,288,099	October 19, 1999
Pharmaceutical Resources, Inc.	PHARMASMART	2,221,522	February 2, 1999
Pharmaceutical Resources, Inc.	MISCELLANEOUS DESIGN	2,232,565	March 16, 1999
Pharmaceutical Resources, Inc.	PHARMACEUTICAL RESOURCES, INC.	2,144,907	March 17, 1998

III. TRADEMARK LICENSES

Grantor(s)	Name of Agreement	Agreement Date	Parties
Par Pharmaceutical, Inc.	Development, License and Supply Agreement	December 11, 2001	Elan Corporation PLC. and Par Pharmaceutical, Inc.
(1) Elan Transdermal Technologies, Inc. (2) Par Pharmaceutical, Inc.	License and Supply Agreement	April 26, 2001	Elan Transdermal Technologies, Inc. and Par Pharmaceutical, Inc.
Finetech, Inc. ³	Research and Development Agreement	April 8, 1999	Finetech, Ltd. and Pharmaceutical Resources, Inc.
Israel Pharmaceutical Resources L.P. ⁴	Development Agreement	August 11, 1998, amended as of November 2, 1998	Generics (UK) Limited; Israel Pharmaceutical Resources L.P. and Pharmaceutical Resources, Inc.
BASF Corporation	Manufacturing and Supply Agreement	April 30, 1997	BASF Corporation and Par Pharmaceutical, Inc.

³ Pursuant to this agreement, Finetech operates as a contract developer on behalf of Pharmaceutical Resources, which will own all of the rights and interest to the products developed under the agreement, including intellectual property.

⁴ Grant of technology license to use the product information to obtain product approval.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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N/A

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
----------------	------------------	------------------------	-------------

N/A

III. COPYRIGHT LICENSES

Grantor(s)	Name of Agreement	Agreement Date	Parties
(1) Elan Transdermal Technologies, Inc. (2) Par Pharmaceutical, Inc.	License and Supply Agreement	April 26, 2001	Elan Transdermal Technologies, Inc. and Par Pharmaceutical, Inc.
Finetech, Inc. ⁵	Research and Development Agreement	April 8, 1999	Finetech, Ltd. and Pharmaceutical Resources, Inc.
Israel Pharmaceutical Resources L.P. ⁶	Development Agreement	August 11, 1998, amended as of November 2, 1998	Generics (UK) Limited; Israel Pharmaceutical Resources L.P. and Pharmaceutical Resources, Inc.

⁵ Pursuant to this agreement, Finetech operates as a contract developer on behalf of Pharmaceutical Resources, which will own all of the rights and interest to the products developed under the agreement, including intellectual property.

⁶ Grant of technology license to use the product information to obtain product approval.

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 9 of that certain Intellectual Property Security Agreement dated as of March __, 2002 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between the Borrower and any other Credit Parties signatory thereto and General Electric Capital Corporation. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title: