

08-07-2002

Docket No.:

46453/57722



Tab settings

To the Honorable Commissioner of Patent

102181599

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Eli Lilly and Company
Lilly corporate Center
Indianapolis, IN 46285

7/12/02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 30, 2002

2. Name and address of receiving party(ies):

Name: King Pharmaceuticals, Inc.

Internal Address:

Street Address: 501 Fifth Street

City: Bristol State: TN ZIP: 37620

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

695,950

Additional numbers Yes No

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

Name: Linda M. Buckiley

Internal Address: EDWARDS & ANGELL, LLP

Street Address: P.O. Box 9169

City: Boston State: MA ZIP: 02209

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ \$25.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1105

DO NOT USE THIS SPACE

08/06/2002 JJALLAH2 00000008 041105 695950
FC:481 15.00 CH 25.00 OP

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.

Linda M. Buckley
Name of Person Signing

Linda M Buckley
Signature

07/12/02
Date

Total number of pages including cover sheet, attachments, and 3

TRADEMARK

REEL: 002556 FRAME: 0556

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of April 30th, 2002, is made by and between Eli Lilly and Company, a corporation of the State of Indiana ("Assignor"), and King Pharmaceuticals, Inc., a corporation of the State of Tennessee ("Assignee").

WITNESSETH:

WHEREAS, pursuant to a certain Assignment, Transfer and Assumption Agreement, dated as of March 11, 2002, between Assignor and Assignee (the "Agreement"), Assignor has transferred its interests in and to the United States registered trademark Brevital®, U.S. trademark registration number 695,950, registration date April 12, 1960 (the "Mark"), to Assignee, pursuant to the terms and conditions set forth therein; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement for the purpose of filing with the United States Patent and Trademark Office (the "USPTO") to evidence and record the assignment of the rights in the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee further agree as follows:

1. Assignment. Assignor hereby assigns to Assignee (who is the successor to Assignor's business to which the Mark pertains, which business is ongoing and existing) all right, title and interest in and to the Mark, including all goodwill associated with the Mark, and any and all claims and demands, both at law and in equity, which Assignor has or may have by reason of past infringement by third parties of the Mark, and all rights to sue and recover damages for said claims and demands.
2. Purpose. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording the assignment herein with the USPTO or with such other governmental authorities as may have jurisdiction over the Mark within the United States of America.
3. No Effect on Agreement. The assignment herein has been made as a supplement to, and not in limitation of, the assignment to Assignee under the Agreement. The Agreement and all rights and remedies of the parties thereunder shall remain in full force and effect in accordance with its terms.
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

