

10-02-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECC



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

10-2002

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Tab settings

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

1. Name of conveying party(ies):

JONES PHARMA INCORPORATED 1945 CRAIG ROAD ST. LOUIS, MO 63146 10-2-02

- 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: CREDIT SUISSE FIRST BOSTON, AS COLLATERAL AGENT Internal Address:

Street Address: ELEVEN MADISON AVENUE City: NEW YORK State: NY ZIP: 10010

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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: APRIL 23, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

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

Name: PENELOPE AGODDA Internal Address: FEDERAL RESEARCH CORP.

Street Address: 1301 15TH STREET, NW, SUITE 920 City: WASHINGTON State: DC ZIP: 20005

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41): \$ 1015.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

OGHALE JITUBOH Name of Person Signing

Oghale Jituboh Signature

9-25-02 Date

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

10/03/2002 6T0M11 00000024 874778

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

01 FC:481 02 FC:482 40.00 DP 975.00 OP

TRADEMARK REEL: 002592 FRAME: 0382

**SECURITY AGREEMENT  
SCHEDULE V**

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**Trademarks**

**Trademarks – JMI-Daniels**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
SOLOXINE	Canada	443,756	06/09/2010	JMI-Daniels
SOLOXINE	United Kingdom	1,487,983	06/16/2009	JMI-Daniels
TUMIL-K	United Kingdom	1,507,932	07/20/2009	JMI-Daniels

**Trademarks – Jones Medical Industries, Inc.** (Jones Pharma Incorporated)

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
PULMONAIRE	USA	874,778	08/12/2009	Jones Medical Industries, Inc.
THROMBINAR	USA	1,282,982	06/26/2004	Jones Medical Industries, Inc.

**Trademarks – Jones Pharma Incorporated**

**Issued:**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
(enema design)	USA	1,810,413	12/14/2003	Jones Pharma Incorporated
(Levoxyl design)	USA	2,158,841	05/19/2004	Jones Pharma Incorporated
AMMONIL	USA	1,306,764	11/27/2004	Jones Pharma Incorporated
CARI-TAB	USA	754,488	08/13/2003	Jones Pharma Incorporated
CHLOROSTAT	Canada	TMA411009	04/16/2005	Jones Pharma Incorporated
CHLOROSTAT	USA	1,600,325	06/12/2010	Jones Pharma Incorporated
CYTOMEL	USA	2,167,335	06/23/2004	Jones Pharma Incorporated
CYTOMEL	Canada	TMA110705	06/27/2003	Jones Pharma Incorporated
DERMA BATH (stylized)	USA	1,403,689	08/05/2006	Jones Pharma Incorporated
DERMA CIDOL	USA	1,356,212	08/27/2005	Jones Pharma Incorporated
DERMA SCRUB	Canada	TMA255232	01/23/2011	Jones Pharma Incorporated
DERMA SCRUB	USA	1,650,536	07/16/2011	Jones Pharma Incorporated
DERMA SOOTHE	USA	1,361,330	09/24/2005	Jones Pharma Incorporated
DERMA STAT	USA	1,527,694	03/07/2009	Jones Pharma Incorporated
DIAMYCIN	USA	1,419,729	12/09/2006	Jones Pharma Incorporated

Trademark	Country	Registration Number	Expiration Date	Owner
DP (design)	USA	1,341,595	06/11/2005	Jones Pharma Incorporated
DP (design)	USA	1,742,709	12/29/2002	Jones Pharma Incorporated
DRIZE	USA	851,779	07/02/2008	Jones Pharma Incorporated
LEVOXINE	USA	1,444,838	06/30/2007	Jones Pharma Incorporated
LEVOXYL	Mexico	703,044	03/29/2010	Jones Pharma Incorporated
LEVOXYL	USA	2,016,089	11/12/2006	Jones Pharma Incorporated
LIQUI-CHAR	Mexico	703,041	03/29/2011	Jones Pharma Incorporated
LIQUI-CHAR	United Kingdom	2,175,120	08/17/2008	Jones Pharma Incorporated
LIQUI-CHAR	USA	1,657,982	09/24/2011	Jones Pharma Incorporated
NASABID	USA	1,816,340	01/11/2004	Jones Pharma Incorporated
OMNI PWD	USA	1,304,630	11/13/2004	Jones Pharma Incorporated
OTOCAIN	USA	2,177,713	08/04/2004	Jones Pharma Incorporated
OXYDENT	USA	1,418,917	12/02/2006	Jones Pharma Incorporated
PANCREZYME	USA	1,420,783	12/16/06	Jones Pharma Incorporated
PANTHER BALM	USA	2,034,415	01/00/1900	Jones Pharma Incorporated
PANTHODERM (stylized)	USA	569,705	01/27/2003	Jones Pharma Incorporated
PROTECTOL	USA	1,306,765	11/27/2004	Jones Pharma Incorporated
SOLOXINE	USA	1,307,619	12/04/2004	Jones Pharma Incorporated
THEREVAC	USA	1,652,129	07/30/2011	Jones Pharma Incorporated
THROMBIN-JMI	USA	2,044,605	03/11/2003	Jones Pharma Incorporated
THROMBIN-JMI	Mexico	703,043	03/29/2011	Jones Pharma Incorporated
TRIOSTAT	USA	1,915,772	08/29/2005	Jones Pharma Incorporated
TUMIL-K	USA	1,538,885	05/16/2009	Jones Pharma Incorporated
TUSSIGON	USA	1,393,762	05/20/2006	Jones Pharma Incorporated
UROEZE	USA	1,385,720	03/11/2006	Jones Pharma Incorporated
VANEX-HD	USA	1,619,385	10/30/2010	Jones Pharma Incorporated

**Pending:**

Trademark	Country	Serial Number	Owner
BREVITAL	USA	695,950 Exp. date 04/10/2010	Jones Pharma Incorporated
JONES PHARMA INCORPORATED	USA	76/332,292	Jones Pharma Incorporated
JPI (stylized)	USA	76/332,290	Jones Pharma Incorporated
THROMBITENE	USA	75/815,758	Jones Pharma Incorporated

SECURITY AGREEMENT dated as of April 23, 2002, (as amended, restated, supplemented or otherwise modified, this "Agreement") among KING PHARMACEUTICALS, INC., a Tennessee corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto or becoming a party hereto as provided in Section 7.15 (collectively, the "*Guarantors*"; the Guarantors and the Borrower being referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its Cayman Islands Branch ("*CSFB*"), as collateral agent (in such capacity and together with any successor or assign, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of April 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as Administrative Agent, Collateral Agent and Swingline Lender, the Issuing Banks from time to time party thereto (the "*Issuing Banks*") and Bank of America, N.A., J.P. Morgan Securities, Inc. and UBS Warburg LLC, as syndication agents, and (b) the Guarantee Agreement dated as of April 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among certain subsidiaries of the Borrower and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, upon the terms and subject to the conditions specified in the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of, premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (c) the due and punctual payment and performance of all obligations of the Borrower or any Subsidiary under each Hedging Agreement in effect on the date hereof to which any Lender (or an Affiliate of a Lender) is a party and each Hedging Agreement entered into after the date hereof with any counterparty that is a Lender (or an Affiliate of a Lender) at the time such Hedging Agreement is entered into (all the monetary and other obligations described in the preceding clauses (a) through (c) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

“*Account Debtor*” shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“*Accounts*” shall mean any and all right, title and interest of any Grantor to payment of a monetary obligation (i) for property that has been or is to be sold, leased, licensed, assigned or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under charter or (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including Accounts Receivable from Affiliates of the Grantors.

“*Accounts Receivable*” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“*Collateral*” shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) Equity Interests, (e) General Intangibles, (f) Inventory, (g) cash and cash accounts, (h) Investment Property, (i) Indebtedness, (j) Intellectual Property and (h) Proceeds.

“*Copyright License*” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“*Copyrights*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending

applications for registration in the United States Copyright Office, including those listed on Schedule II.

“*Credit Agreement*” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“*Documents*” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“*Entitlement Holder*” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement in accordance with Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

“*Equipment*” shall mean all equipment, furniture and furnishings and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term “*Equipment*” shall include Fixtures.

“*Equity Interests*” shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person of whatever nature and rights, warranties or options to acquire any of the foregoing.

“*Financial Asset*” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term “*Financial Asset*” shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“*Fixtures*” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“*General Intangibles*” shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

“*Indebtedness*” has the meaning assigned to such term in the Credit Agreement.

*“Intellectual Property”* shall mean Patents, Copyrights, Licenses, Trademarks and all other intangible, intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and rights in related documentation, registrations and franchises, and all additions, improvements and accessions to, and rights in books and records describing or used in connection with any of the foregoing.

*“Inventory”* shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease (other than goods of customers held for consignment), or furnished or to be furnished by any Grantor under contracts of service or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

*“Investment Property”* shall mean all Securities (whether certificated or uncertificated), Financial Assets, Security Entitlements and Securities Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

*“License”* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

*“Obligations”* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*“Patent License”* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*“Patents”* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*“Perfection Certificate”* shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and a legal officer of the Borrower.

*“Proceeds”* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral (or that consists

of Licenses that would constitute Collateral but for the parenthetical in the definition of the term "License"), any value received as a consequence of the possession of any Collateral, any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral and shall include (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (iv) past, present or future breach of any License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

*"Secured Parties"* shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) each Issuing Bank, (e) each counterparty to a Hedging Agreement the obligations of the Borrower or any Subsidiary under which are included in the Obligations, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) any other Person to whom any of the Obligations is owed and (g) the successors and assigns of each of the foregoing.

*"Securities"* shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series, or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

*"Securities Account"* shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

*"Securities Intermediary"* shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

*"Security Entitlements"* shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

*"Security Interest"* shall have the meaning assigned to such term in Section 2.01.

*"Trademark License"* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor



any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other intangible assets, rights and interests that uniquely reflect or embody such goodwill.

“*Uniform Commercial Code*” shall mean the Uniform Commercial Code in effect from time to time in the State of New York, provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, and 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, to and under the Collateral (the “*Security Interest*”); *provided* that to the extent that a grant of a security interest in any contract, agreement, license or other asset constituting a portion of the Collateral (a “non-assignable agreement”) would violate the provisions of such non-assignable agreement, the foregoing grant of a security interest in such non-assignable agreement shall be deemed to have occurred only at the earlier of (A) such time as all requisite consents have been obtained and (B) such time as the grant of such security interest would no longer violate the provisions of such non-assignable agreement; *provided further*, that the limitations in the foregoing proviso shall apply only to the extent that the provisions of any such agreement prohibiting assignment are valid and effective to prohibit the creation of security interests under Sections 9-406 and 9-408 of the uniform commercial code in the applicable jurisdiction and other applicable law. Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming,

continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

### ARTICLE III

#### *Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the other Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than any filings required to be made in the United States Patent and Trademark Office and/or the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing the description of Collateral consisting of Intellectual Property contained herein or attached hereto will have been delivered for recordation (x) within three months to the United States Patent and Trademark Office after the execution of this Agreement with respect to United States Patents (and Patents for which United States registration applications are pending) and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and (y) within one month after the execution of this Agreement with respect to United States registered Copyrights to the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C.

§ 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction (other than any jurisdiction outside the U.S.), to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

**SECTION 3.03. *Validity of Security Interest.*** The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

**SECTION 3.04. *Absence of Other Liens.*** The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

**SECTION 3.05. *Assignability of Licenses.*** Other than those licenses designated as non-assignable, no license contained on Schedule III hereto contains any term that would either prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder.

## ARTICLE IV

### *Covenants*

**SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.*** (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in the jurisdiction in which it is organized, (ii) in its corporate name, (iii) in the location of its chief executive office, (iv) in its identity or corporate structure or (v) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

**SECTION 4.02. *Periodic Certification.*** Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.03 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

**SECTION 4.03. *Protection of Security.*** Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to all the material Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

**SECTION 4.04. *Further Assurances.*** Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security

Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 15 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

**SECTION 4.05. *Inspection and Verification.*** The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and subject to any confidentiality provisions contained therein, to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.06 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16 of the Credit Agreement).

**SECTION 4.06. *Taxes; Encumbrances.*** At its option with prior notice to the Borrower, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

**SECTION 4.07. *Assignment of Security Interest.*** If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made a security assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. Other than in the ordinary course of business, without limiting the generality of the foregoing and including without limitation inventory held by salespersons and inventory acquired in connection with an acquisition, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise; *provided, however*, that inventory acquired in an acquisition may be held in a manner consistent with the past practices of the acquired party or prior owner.

SECTION 4.10. *Insurance.* The Grantors, at their own expense, shall keep or cause to be kept the Inventory and Equipment adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks, including fire and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by it; and maintain such other insurance as may be required by law.

(b) The Grantor shall: (i) cause all such policies to be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable endorsement, in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent, which endorsement shall provide that, from and after the Closing Date, if the insurance carrier shall have received written notice from the Administrative Agent or the Collateral Agent of the occurrence of an Event of Default, the insurance carrier shall pay all proceeds otherwise payable to the Borrower or the Loan Parties under such policies directly to the Collateral Agent; (ii) deliver original or certified copies of all such policies to the Collateral Agent; (iii) cause each such policy to provide that it shall not be canceled, modified or not renewed (x) by reason of nonpayment of premium upon not less than 15 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent (giving the Administrative Agent and the Collateral Agent the right to cure defaults in the payment of premiums) or (y) for any other reason upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent and the Collateral Agent; and (iv) deliver to the Administrative Agent and the Collateral Agent, prior to the cancellation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent and the Collateral Agent) together with evidence satisfactory to the Administrative Agent and the Collateral Agent of payment of the premium therefor.

(c) The Borrower shall notify the Administrative Agent and the Collateral Agent immediately whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 4.10 is taken out by the Borrower; and promptly deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies.

(d) In connection with the covenants set forth in this Section 4.10, it is understood and agreed that:

(i) none of the Administrative Agent, the Lenders, the Issuing Banks, or their respective agents or employees shall be liable for any loss or damage insured by the insurance policies required to be maintained under this Section 4.10, it being understood that (A) the Borrower and the other Loan Parties shall look solely to their insurance companies or any other parties other than the aforesaid parties for the recovery of such loss or damage and (B) such insurance companies shall have no rights of subrogation against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks or their agents or employees. If, however, the insurance policies do not provide waiver of subrogation rights against such parties, as required above, then the Borrower hereby agrees, to the extent permitted by law, to waive its right of recovery, if any, against the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks and their agents and employees; and

(ii) the designation of any form, type or amount of insurance coverage by the Administrative Agent, the Collateral Agent or the Required Lenders under this Section 4.10 shall in no event be deemed a representation, warranty or advice by the Administrative Agent, the Collateral Agent or the Lenders that such insurance is adequate for the purposes of the business of the Borrower and the Subsidiaries or the protection of their properties and the Administrative Agent, the Collateral Agent and the Required Lenders shall have the right from time to time to require the Borrower and the other Loan Parties to keep other insurance in such form and amount as the Administrative Agent, the Collateral Agent or the Required Lenders may reasonably request, provided that such insurance shall be obtainable on commercially reasonable terms.

(e) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable in its reasonable judgment. All reasonable sums disbursed by the Collateral Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

**SECTION 4.11. *Covenants Regarding Patent, Trademark and Copyright Collateral.*** (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as consistent with past business practices and necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration as consistent with past business practices and to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as consistent with past business practices and as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any material 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, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, its right to use the same under a License or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the



Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, if so requested by the Collateral Agent, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Power of Attorney*

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken under this Article V by

the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

**SECTION 6.01. Remedies upon Default.** Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-612 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions)

of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement, all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 6.01 shall conform to the commercially reasonable standards as provided in Section 9-610 of the Uniform Commercial Code.

**SECTION 6.02. *Application of Proceeds.*** The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses

incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit

Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full of all of the Obligations).

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter this Agreement shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other reasonable charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any

way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

**SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Banks, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except (i) pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply and (ii) with any consent required under Section 9.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any other party or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 7.14. *Termination.*** (a) This Agreement and the Security Interest shall be automatically terminated when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall promptly release all its liens and security interests hereunder and execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar other documents which the Grantors shall reasonably request to evidence such termination.

(b) Other than the termination of this Agreement as set forth in Section 7.14(a) above, the security interest granted by this Agreement in any Collateral shall be terminated upon the release by the Collateral Agent of such Collateral from such security interest as provided in Section 9.17 of the Credit Agreement.


(c) Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent.

**SECTION 7.15. *Additional Grantors.*** Pursuant to Section 5.10 of the Credit Agreement, each Significant Subsidiary (other than any Foreign Subsidiary) of the Borrower that was not in existence or not a Significant Subsidiary on the date of the Credit Agreement is required to enter into the Security Agreement as a Grantor upon becoming a Significant Subsidiary. Upon execution and delivery by the Collateral Agent and such a Significant Subsidiary of an instrument in the form of Annex 2 hereto, such Significant Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

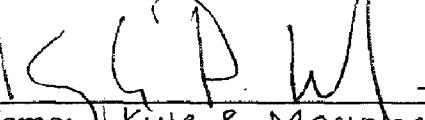


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

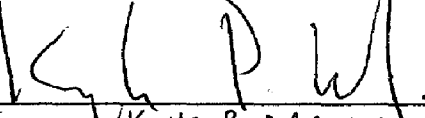
KING PHARMACEUTICALS, INC.,

by   
Name: Kyle P. Macione  
Title: Executive Vice President


MONARCH PHARMACEUTICALS, INC.,

by   
Name: Kyle P. Macione  
Title: Executive Vice President

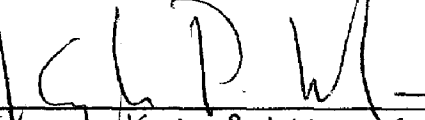
PARKEDALE PHARMACEUTICALS, INC.,

by   
Name: Kyle P. Macione  
Title: Executive Vice President

JONES PHARMA INCORPORATED,

by   
Name: Kyle P. Macione  
Title: Executive Vice President

KING PHARMACEUTICALS  
RESEARCH AND DEVELOPMENT, INC.

by   
Name: Kyle P. Macione  
Title: Executive Vice President

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by



Name: **WILLIAM S. LUTKINS**  
Title: **DIRECTOR**

by



Name: **BILL O'DALY**  
Title: **DIRECTOR**

**SECURITY AGREEMENT**

**Schedule I**

**Guarantors**

Monarch Pharmaceuticals, Inc.

Parkedale Pharmaceuticals, Inc.

Jones Pharma Incorporated

King Pharmaceuticals Research and Development, Inc.

# King Pharmaceuticals, Inc.

## SECURITY AGREEMENT SCHEDULE II

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**Copyrights**

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<b>Title</b>	<b>Date Submitted</b>	<b>Copyright Office Number</b>	<b>Owner</b>
King Pharmaceuticals, Inc. website	11/7/01	12358370	King Pharmaceuticals, Inc.
Levoxyl website	11/7/01	123583696	King Pharmaceuticals, Inc.
Altace website	10/1/01	None yet	Monarch Pharmaceuticals, Inc.

**LICENSES**

**A. Patent Licenses**

**Patents Under License from Bristol-Myers Squibb**

Patent Title	Country	Patent Number	Expiration Date	Owner
Multi-fractionable tablet structure	USA	4,215,104	7/29/97	Bristol-Myers Squibb
Sustained release tablet containing at least 95 percent theophylline	USA	4,465,660	8/14/01	Bristol-Myers Squibb
Sustained release tablet containing at least 95 percent theophylline	USA	4,547,358	10/15/02	Bristol-Myers Squibb

**Patents Under License from Hoechst Marion Roussel, Inc. and  
Hoechst Marion Roussel Deutschland GmbH**

Licenses granting to Borrower pursuant to the General Products Agreement dated December 17, 1998, by and between Hoechst Marion Roussel, Inc., Hoechst Marion Roussel Deutschland GmbH and Borrower as part of the Acquisition, certain rights with respect to the following patents:

**Issued:**

Patent Title	Country	Patent Number	Expiration Date	Owner
Angiotensin-converting enzyme inhibitors	USA	4,587,258	1/27/05	Schering Corporation
Cis, endo-2-azabicyclo-[3.3.0]-octane-3-carboxylic acids, a process for their preparation, agents containing these compounds and their use	USA	5,061,722	10/29/08	Hoechst
Cis, endo-2-azabicyclo-[3.3.0]-octane-5-carboxylic acids	USA	5,053,519	10/1/08	Hoechst
Cis, endo-2-azabicycloalkane-3-carboxylic acid derivatives	USA	5,550,255	8/27/13	Hoechst
Combination of angiotensin converting enzyme inhibitor potassium channel modulators and use thereof in pharmaceuticals	USA	4,975,453	5/26/09	Hoechst
Combination of angiotensin-converting enzyme inhibitors calcium antagonists as well as their use in drugs	USA	5,098,910	3/24/09	Hoechst
Compounds having a cognition adjuvant action, agents containing them, and the use thereof for the treatment and prophylaxis of cognitive dysfunctions	USA	5,231,084	7/27/10	Hoechst
Derivatives of bicyclic aminocarboxylic acids	USA	4,868,307	12/2/07	Hoechst
Distributed proline derivatives	USA	4,684,662	8/4/04	Hoechst
Intermediates for preparing mono-, bi- and tricyclic amino acids	USA	4,977,260	12/11/07	Hoechst

Patent Title	Country	Patent Number	Expiration Date	Owner
Method for making 2-azabicyclo-[3.3.0]-octane-3-carboxylic acids	USA	4,727,160	2/23/05	Hoechst
Method for the treatment of atherosclerosis, thrombosis, and peripheral vessel disease	USA	5,231,080	7/27/10	Hoechst
Method for the treatment of cardiac and of vascular hypertrophy and hyperplasia	USA	5,231,083	8/9/10	Hoechst
Method of resolving bicyclic imino-.alpha.-carboxylic acid ester racemates	USA	4,659,838	12/13/04	Hoechst
Method of treating cardiac insufficiency using angiotensin-converting enzyme inhibitors	USA	5,403,856	4/4/12	Hoechst
Optically active bicyclic imino-alpha-carboxylic esters	USA	4,822,894	4/18/06	Hoechst
Pharmaceutical composition for the treatment of high blood pressure	USA	5,256,687	10/26/10	Hoechst
Preparation of angiotensin-converting enzyme inhibitors	USA	4,831,157	5/16/06	Schering Corporation
Preparations stimulating nail growth	USA	6,007,798	2/11/18	Hoechst
Process for the preparation of octahydropenta(b)pyrrole carboxylates	USA	5,055,591	10/8/08	Hoechst
Process for the preparation of bicyclic amino carboxylic acid intermediates in this process, and their use	USA	5,011,940	7/1/08	Hoechst
Process for the preparation of cis, endo-2-azabicyclo-[3.3.0]-octane-3-carboxylic acids	USA	4,879,403	11/7/06	Hoechst
Process for the preparation of n octahydropenta (6) pyrrole carboxylates	USA	5,068,351	11/26/08	Hoechst
Process for the preparation of N-alkylated dipeptides and their esters	USA	4,525,301	4/26/04	Hoechst
Process for the resolution of racemates of optically active bicyclic imino-.alpha.-carboxylic esters	USA	5,175,306	12/29/09	Hoechst
Process of preparing proline derivatives	USA	4,849,524	11/19/07	Hoechst
Racemates of optically active bicyclic imino-alpha-carboxylic esters	USA	4,668,796	5/26/04	Hoechst
Stabilized medicinal substances, a process for the preparation thereof, and stable medicinal formulations	USA	5,151,433	9/29/09	Hoechst
Stabilized polymer film coated compounds and stabilized formulations in compressed form using same	USA	5,442,008	9/29/09	Hoechst
Use of a combination of angiotensin-converting enzyme inhibitor and calcium antagonist for the treatment of proteinuria	USA	5,236,933	11/26/11	Hoechst
Use of a combination of angiotensin-converting enzyme inhibitor and calcium antagonist for the treatment of proteinuria	USA	5,366,994	11/26/11	Hoechst

**Pending:**

1. U.S. patent application Serial No. 09/139,385, filed August 25, 1998.
2. U.S. patent application derived from German patent application 19848856.4 of October 23, 1998; Applicant: Hoechst Marion Roussel Deutschland GmbH; Title: Zubereitungen zur topischen Applikation von antiandrogen wirksamen Substanzen
3. U.S. patent application Serial No. 258,484

**B. Trademark Licenses****Trademark – Warner-Lambert Company  
Licensed to Parkedale Pharmaceuticals, Inc.**

Trademark	Country	Registration Number	Expiration Date	Owner
ANUSOL-HC	USA	811,621	07/26/2006	Warner-Lambert Company

**Trademarks Under License from Novavax, Inc.****Issued:**

Trademark	Country	Registration Number	Expiration Date	Owner
ANDROSORB	USA	2406531	11/21/2006	Novavax, Inc.
ESTRASORB	Mexico	703042	03/29/2011	Novavax, Inc.

**Pending:**

Trademark	Country	Serial Number	Owner
ANDROSORB	El Salvador	Unknown	Novavax, Inc.
ANDROSORB	Italy	Unknown	Novavax, Inc.
ANDROSORB	Greece	Unknown	Novavax, Inc.
ANDROSORB	Mexico	Unknown	Novavax, Inc.
ANDROSORB	Netherlands	Unknown	Novavax, Inc.
ANDROSORB	Panama	Unknown	Novavax, Inc.
ANDROSORB	Puerto Rico	Unknown	Novavax, Inc.
ANDROSORB	Spain	Unknown	Novavax, Inc.
ANDROSORB	Switzerland	Unknown	Novavax, Inc.
ESTRASORB	Canada	111791400	King Pharmaceuticals, Inc.
ESTRASORB	El Salvador	Unknown	Novavax, Inc.
ESTRASORB	Italy	Unknown	Novavax, Inc.
ESTRASORB	Greece	Unknown	Novavax, Inc.
ESTRASORB	Netherlands	Unknown	Novavax, Inc.
ESTRASORB	Panama	Unknown	Novavax, Inc.
ESTRASORB	Puerto Rico	Unknown	Novavax, Inc.
ESTRASORB	Spain	Unknown	Novavax, Inc.
ESTRASORB	Switzerland	Unknown	Novavax, Inc.
ESTRASORB	USA	75/833622	Novavax, Inc.

# King Pharmaceuticals, Inc.

## SECURITY AGREEMENT SCHEDULE IV

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### PATENTS

#### United States Pending Provisional Patent Applications

Pending provisional applications have no assignment information recorded in the United States Patent and Trademark Office.

Title	Serial Number
8-Heteroaryl Xanthine Adenosine A2b Receptor	60/353,317
Allosteric Adenosine Receptor Modulators	60/280,416
Immediate Release Pharmaceutical Compositions	60/311,552
Levothyroxine Compositions	60/311,523
Levothyroxine Compositions Having Unique Cmax Properties	60/312,184
Levothyroxine Compositions Having Unique Plasma AUC Properties	60/311,524
Levothyroxine Compositions Having Unique Tmax Properties	60/312,273
Levothyroxine Compositions Having Unique Triiodothyronine Cmax Properties	60/312,113
Levothyroxine Compositions Having Unique Triiodothyronine Plasma AUC Properties	60/312,287
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties	60/312,206
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Sugar Free)	60/347,828
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Disintegrating Agent)	60/344,764
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Hardness)	Not yet assigned
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Immediate Release)	60/344,744
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Impurities)	60/344,763
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Lubricating Agent)	60/344,762
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Non-granulated)	60/347,827
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Stabilizing Agent)	60/345,343
Levothyroxine Compositions Having Unique Triiodothyronine Tmax Properties (Stabilized and Starch Free)	60/345,344
Manufacture of Thyroid Hormone Tablets Having Consistent Active Moiety Amounts	60/268,998
Method for Producing Dispersible Pharmaceutical Compositions	60/311,549



<b>Title</b>	<b>Serial Number</b>
Method of Administering Levothyroxine Pharmaceutical Compositions	60/312,114
Method of Reducing Type 2 Diabetes in High Risk Patients	60/344,495
Method of Stabilizing Pharmaceutical Compositions	60/311,525
Methods and Dosage Forms for Improving the Bioavailability of Therapeutic Agents	60/346,715
Non-Granulated Levothyroxine Pharmaceutical Compositions	60/311,550
Oral Pediatric Trimethobenzamide Formulations and Methods	NEW PROV
Oral Trimethobenzamide Formulation and Methods	60/354,766
Pharmaceutical Compositions, Methods of Making and Administering Them	60/312,483
Reduction of Tissue Damage and Improvement of Long Term Outcome by Adenosine after Myocardial Infarction	NEW PROV
Selective p2x7 Antagonists	60/342,977
Stabilized Pharmaceutical Compositions	60/311,522
Stabilized Pharmaceutical and Thyroid Hormone Compositions and Method of Preparation	60/269,009
Synthesis of 2-Aralkoxyadenosines and 2-Alkoxyadenosines	60/335,169
The Use of Adenosine a3 receptor antagonists to inhibit tumor growth	60/097,852
Tricyclic Xanthine Compounds	60/343,464
Tyrosyl Piperazine Derivatives and Their Use as p2x7 Receptor Modulators-Actua	60/345,446
Unique Levothyroxine Aqueous Materials	60/312,289
Use of Ace Inhibitors in the Treatment of and Prevention of Microangiopathy	60/286,086

**Patents – King Pharmaceuticals, Inc.**

**Issued:**

<b>Patent Title</b>	<b>Country</b>	<b>Patent Number</b>	<b>Expiration Date</b>	<b>Owner</b>
1-Carba (Dethia)-3-Hydroxy-3-Cephem Ester Crystalline And Crystalline Solvate Thereof	USA	4,782,144	11/1/05	King Pharmaceuticals, Inc.
3-Thiazolythio Carbacephem Antibacterial Agents	USA	5,077,287	12/31/08	King Pharmaceuticals, Inc.
Amino Protecting Group	USA	5,169,945	12/08/09	King Pharmaceuticals, Inc.
Amino Protecting Group	USA	5,239,069	8/24/10	King Pharmaceuticals, Inc.
Amino Protecting Group	USA	5,283,329	2/1/11	King Pharmaceuticals, Inc.
Azetidinone Intermediates to Carbacephalosporins and Process	USA	5,453,503	9/26/12	King Pharmaceuticals, Inc.
Azetidinone Intermediates to Carbacephalosporins and Process	USA	5,637,692	06/10/14	King Pharmaceuticals, Inc.
Azetidinone Intermediates to Carbacephalosporins and Process	USA	5,646,275	07/08/14	King Pharmaceuticals, Inc.
Beta-Lactam Antibiotics	USA	5,142,039	08/25/09	King Pharmaceuticals, Inc.
Bicyclic Beta-Lactam Antibiotics	USA	5,239,068	08/24/10	King Pharmaceuticals, Inc.
DMF Solvates of a Beta-Lactam Antibiotic	USA	4,977,257	12/11/07	King Pharmaceuticals, Inc.
Enantomerically Selective Biocatalyzed Acylation	USA	5,057,607	10/15/08	King Pharmaceuticals, Inc.
Identification Test for Highly Refined Sesame Oil	USA	5,811,313	06/17/17	King Pharmaceuticals, Inc.
Intermediates to L-Carbacephalosporins and Process for Preparation Thereof	USA	5,159,073	10/27/09	King Pharmaceuticals, Inc.
Intermediates to L-Carbacephalosporins and Process for Preparation Thereof	USA	5,225,553	07/06/10	King Pharmaceuticals, Inc.
Loracarbef Hydrochloride C1-C3 Alcohol Solvates and Uses Thereof	USA	5,550,231	08/27/13	King Pharmaceuticals, Inc.
Loracarbef Hydrochloride C1-C3 Alcohol Solvates and Uses Thereof	USA	5,578,720	11/26/13	King Pharmaceuticals, Inc.
Loracarbef Isopropanolate and a Process for Converting Loracarbef Isopropanolate to Loracarbef Monohydrate	USA	5,399,686	03/21/12	King Pharmaceuticals, Inc.
Loracarbef Isopropanolate and a Process for Converting Loracarbef Isopropanolate to Loracarbef Monohydrate	USA	5,672,700	9/30/14	King Pharmaceuticals, Inc.
Monohydrate and DMF Solvates of a New Carbacephem Antibiotic	USA	5,091,525	2/25/09	King Pharmaceuticals, Inc.
Novel 4-(2,3 Epoxy Propane) Azetidinones	USA	5,116,972	5/26/09	King Pharmaceuticals, Inc.
Photochemical Conversion of Cephalosporins, 1-Carba(1-dethia) Cephalosporins and 1-Oxa(1-dethia) Cephalosporins	USA	4,888,100	12/19/06	King Pharmaceuticals, Inc.

Patent Title	Country	Patent Number	Expiration Date	Owner
Process and Intermediates for Chiral Epoxides	USA	5,097,049	3/17/09	King Pharmaceuticals, Inc.
Process and Intermediates for Chiral Epoxides	USA	5,183,910	2/2/10	King Pharmaceuticals, Inc.
Process and Intermediates for Chiral Epoxides	USA	5,256,807	10/26/10	King Pharmaceuticals, Inc.
Process and Intermediates for Chiral Epoxides	USA	5,296,615	3/22/11	King Pharmaceuticals, Inc.
Process for Converting Loracarbef Dihydrate to Loracarbef Monohydrate	USA	5,374,719	12/20/11	King Pharmaceuticals, Inc.
Process for Preparing Crystalline B-Lactam Monohydrate	USA	5,352,782	10/4/11	King Pharmaceuticals, Inc.
Process for Preparing Loracarbef Monohydrate	USA	5,580,977	12/3/13	King Pharmaceuticals, Inc.
Process of Enantiomeric Separation of Carbacephem Intermediates	USA	5,142,038	8/25/09	King Pharmaceuticals, Inc.
Ring-Closure Method for 1-Carbacephalosporin Six-Membered Ring	USA	5,089,610	2/18/09	King Pharmaceuticals, Inc.
Process for Preparing 4-Substituted Azetidinones	USA	5,106,475	4/21/09	King Pharmaceuticals, Inc.

**Pending:**

Patent Title	Country	Serial Number	Owner
Diagnostic Uses of 2-Substituted Adenosine Carboxamides	USA	09/440330	King Pharmaceuticals, Inc.
Improved Process of Administering Fluphenazine	USA	08/916690	King Pharmaceuticals, Inc.
Levothyroxine Compositions	PCT	TBD - priority to 60/269009	King Pharmaceuticals, Inc.
Levothyroxine Compositions	USA	TBD - priority to 60/269009	King Pharmaceuticals, Inc.
Manufacture of Thyroid Hormone Tablets Having Consistent Active Moiety Amounts	PCT	TBD priority to 60/268998	King Pharmaceuticals, Inc. and joint assignee
Manufacture of Thyroid Hormone Tablets Having Consistent Active Moiety Amounts	USA	TBD priority to 60/268998	King Pharmaceuticals, Inc. and joint assignee
Stabilized Pharmaceutical and Thyroid Hormone Compositions and Method of Preparation	PCT	TBD - priority to 60/269009	King Pharmaceuticals, Inc.
Stabilized Pharmaceutical and Thyroid Hormone Compositions and Method of Preparation	USA	TBD - priority to 60/269009	King Pharmaceuticals, Inc.

**Patents - King Pharmaceuticals Research and Development, Inc. (R&D)**

**Issued:**

Patent Title	Country	Patent Number	Expiration Date	Owner
Adenosine A3 Receptor Modulators	Luxembourg	90687	09/15/2019	King Pharmaceuticals R&D
Adenosine A3 Receptor Modulators	USA	6,358,964	7/26/20	King Pharmaceuticals R&D
Allosteric Adenosine Receptor Modulators	USA	6,177,444	10/29/2017	King Pharmaceuticals R&D
Allosteric Adenosine Receptor Modulators	USA	6,194,449	10/27/2017	King Pharmaceuticals R&D
Method for Treating Hyper-Excited Sensory Nerve Functions in Humans	USA	6,248,774	09/5/2020	King Pharmaceuticals R&D
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	USA	6,048,865	07/29/2017	King Pharmaceuticals R&D
Novel Method of Myocardial Imaging	USA	5,070,877	12/10/2008 (patent term extended 159 days)	King Pharmaceuticals R&D
The Use of Adenosine A3 Receptor Antagonists to Inhibit Tumor Growth	USA	6,326,390	08/25/2018	King Pharmaceuticals R&D
Thiopenes Useful for Modulating the Adenosine Receptor	USA	5,939,432	10/29/2017	King Pharmaceuticals R&D
Use of Adenosine to Diagnose Lung Disease	Japan	3,121,827	09/04/2010	King Pharmaceuticals R&D
Novel Method of Myocardial Imaging	Canada	1,305,922	08/04/2009	King Pharmaceuticals R&D

**Pending:**

Patent Title	Country	Serial Number	Owner
Adenosine a3 Receptor Modulators	Australia	62482/99	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Austria	A 9043/99	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Brazil	9913766-6	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Canada	2302396	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Canada	2332007	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	China	99806594.3	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Czech Republic	2000-4240	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Denmark	None yet	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Europe	98950745.4	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Finland	2000 2367	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Germany	19983530.6	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Hungary	0102589	King Pharmaceuticals R&D

<b>Patent Title</b>	<b>Country</b>	<b>Serial Number</b>	<b>Owner</b>
Adenosine a3 Receptor Modulators	India	200000571	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Israel	139493	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Japan	2000-517772	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Japan	2000-569815	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Mexico	12385	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	New Zealand	509149	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Norway	20005508	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	PCT	PCT/US98/ 20333	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Poland	None yet	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Romania	None yet	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Russian Federation	200127721	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Singapore	200006348-7	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	South Africa	2001/1626	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Switzerland	None yet	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	South Korea	None yet	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	Turkey	2000/03461	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	UK	0027879.6	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	USA	09/154435	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	USA	09/379300	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	USA	09/625583	King Pharmaceuticals R&D
Adenosine a3 Receptor Modulators	USA	09/811679	King Pharmaceuticals R&D
Diagnostic Uses of 2-substituted Adenosine	USA	09/440330	King Pharmaceuticals R&D
Onamides as Adenosine Receptor Modulator	Canada	2296485	King Pharmaceuticals R&D
Onamides as Adenosine Receptor Modulator	PCT	PCT/US 98/ 16053	King Pharmaceuticals R&D
Receptor Modulator	Japan	2000-504866	King Pharmaceuticals R&D
System and Method for Treating Hyper-Excited Sensory Nerve Functions in Humans	USA	09/883474	King Pharmaceuticals R&D
The Use of Adenosine a3 Receptor Antagonists to Inhibit Tumor Growth	PCT	PCT/US99/ 18817	King Pharmaceuticals R&D
Method for Treating Pain in Humans	USA	09/883,474 (CON of 09/654,994 filed 09/05/2000	King Pharmaceuticals R&D
Method of Minimizing Damage to Heart Tissue During Cardiac Surgery and Cardiac Transplantation	USA	09/300,128	King Pharmaceuticals R&D (NOTE: ownership interest is not complete)

**Patents – Medco Research, Inc.**

**Issued:**

<b>Patent Title</b>	<b>Country</b>	<b>Patent Number</b>	<b>Expiration Date</b>	<b>Owner</b>
Allosteric Adenosine Receptor Modulators	USA	6323214	10/29/17	Medco Research, Inc.

**Pending:**

<b>Patent Title</b>	<b>Country</b>	<b>Serial Number</b>	<b>Owner</b>
Auxiliaries for Vascular Diagnosis	Japan	9015143	Medco Research, Inc.
Diagnosing Auxiliary Useful for Diagnosis of Myocardial Failure	Japan	97257923	Medco Research, Inc.
Diagnostic Agent for Bronchoconstrictive Lung Disease Containing Adenosine or its Phosphatized Derivative as Active Ingredient	Japan	90232630	Medco Research, Inc.
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	Australia	9887643	Medco Research, Inc.
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	Canada	2296485	Medco Research, Inc.
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	Europe	9839156	Medco Research, Inc.
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	Japan	2000-504866	Medco Research, Inc.
N6-Substituted-Adenosine-5'-Uronmides as Adenosine Receptor Modulator	PCT	PCT/US98/160 53	Medco Research, Inc.
The Use of Adenosine A3 Receptor Antagonists to Inhibit Tumor Growth	Australia	9955712	Medco Research, Inc.
Use of Adenosine and its Derivatives in Diagnosis	Europe	89303960	Medco Research, Inc.
Use of Adenosine to Minimize Reperfusion Injuries	PCT	16205	Medco Research, Inc.

**Patents – Monarch Pharmaceuticals, Inc.**

<b>Patent Title</b>	<b>Country</b>	<b>Patent Number</b>	<b>Expiration Date</b>	<b>Owner</b>
Novel Chlorthalidone Process and Product	USA	4,933,360	6/12/07	Monarch Pharmaceuticals, Inc.

**Patents – Parkedale Pharmaceuticals, Inc.**

<b>Patent Title</b>	<b>Country</b>	<b>Patent Number</b>	<b>Owner</b>
Dual Control Sustained Release Drug Release Drug Delivery Systems and Methods for Preparing Same	USA	5,656,296	Parkedale Pharmaceuticals, Inc.

# King Pharmaceuticals, Inc.

## SECURITY AGREEMENT SCHEDULE V

### --- Trademarks

#### Trademarks – JMI-Daniels

Trademark	Country	Registration Number	Expiration Date	Owner
SOLOXINE	Canada	443,756	06/09/2010	JMI-Daniels
SOLOXINE	United Kingdom	1,487,983	06/16/2009	JMI-Daniels
TUMIL-K	United Kingdom	1,507,932	07/20/2009	JMI-Daniels

#### Trademarks – Jones Medical Industries, Inc.

Trademark	Country	Registration Number	Expiration Date	Owner
PULMONAIRE	USA	874,778	08/12/2009	Jones Medical Industries, Inc.
THROMBINAR	USA	1,282,982	06/26/2004	Jones Medical Industries, Inc.

#### Trademarks – Jones Pharma Incorporated

#### Issued:

Trademark	Country	Registration Number	Expiration Date	Owner
(enema design)	USA	1,810,413	12/14/2003	Jones Pharma Incorporated
(Levoxyl design)	USA	2,158,841	05/19/2004	Jones Pharma Incorporated
AMMONIL	USA	1,306,764	11/27/2004	Jones Pharma Incorporated
CARI-TAB	USA	754,488	08/13/2003	Jones Pharma Incorporated
CHLOROSTAT	Canada	TMA411009	04/16/2005	Jones Pharma Incorporated
CHLOROSTAT	USA	1,600,325	06/12/2010	Jones Pharma Incorporated
CYTOMEL	USA	2,167,335	06/23/2004	Jones Pharma Incorporated
CYTOMEL	Canada	TMA110705	06/27/2003	Jones Pharma Incorporated
DERMA BATH (stylized)	USA	1,403,689	08/05/2006	Jones Pharma Incorporated
DERMA CIDOL	USA	1,356,212	08/27/2005	Jones Pharma Incorporated
DERMA SCRUB	Canada	TMA255232	01/23/2011	Jones Pharma Incorporated
DERMA SCRUB	USA	1,650,536	07/16/2011	Jones Pharma Incorporated
DERMA SOOTHE	USA	1,361,330	09/24/2005	Jones Pharma Incorporated
DERMA STAT	USA	1,527,694	03/07/2009	Jones Pharma Incorporated
DIAMYCIN	USA	1,419,729	12/09/2006	Jones Pharma Incorporated



Trademark	Country	Registration Number	Expiration Date	Owner
DP (design)	USA	1,341,595	06/11/2005	Jones Pharma Incorporated
DP (design)	USA	1,742,709	12/29/2002	Jones Pharma Incorporated
DRIZE	USA	851,779	07/02/2008	Jones Pharma Incorporated
LEVOXINE	USA	1,444,838	06/30/2007	Jones Pharma Incorporated
LEVOXYL	Mexico	703,044	03/29/2010	Jones Pharma Incorporated
LEVOXYL	USA	2,016,089	11/12/2006	Jones Pharma Incorporated
LIQUI-CHAR	Mexico	703,041	03/29/2011	Jones Pharma Incorporated
LIQUI-CHAR	United Kingdom	2,175,120	08/17/2008	Jones Pharma Incorporated
LIQUI-CHAR	USA	1,657,982	09/24/2011	Jones Pharma Incorporated
NASABID	USA	1,816,340	01/11/2004	Jones Pharma Incorporated
OMNI PWD	USA	1,304,630	11/13/2004	Jones Pharma Incorporated
OTOCAIN	USA	2,177,713	08/04/2004	Jones Pharma Incorporated
OXYDENT	USA	1,418,917	12/02/2006	Jones Pharma Incorporated
PANCREZYME	USA	1,420,783	12/16/06	Jones Pharma Incorporated
PANTHER BALM	USA	2,034,415	01/00/1900	Jones Pharma Incorporated
PANTHODERM (stylized)	USA	569,705	01/27/2003	Jones Pharma Incorporated
PROTECTOL	USA	1,306,765	11/27/2004	Jones Pharma Incorporated
SOLOXINE	USA	1,307,619	12/04/2004	Jones Pharma Incorporated
THEREVAC	USA	1,652,129	07/30/2011	Jones Pharma Incorporated
THROMBIN-JMI	USA	2,044,605	03/11/2003	Jones Pharma Incorporated
THROMBIN-JMI	Mexico	703,043	03/29/2011	Jones Pharma Incorporated
TRIOSTAT	USA	1,915,772	08/29/2005	Jones Pharma Incorporated
TUMIL-K	USA	1,538,885	05/16/2009	Jones Pharma Incorporated
TUSSIGON	USA	1,393,762	05/20/2006	Jones Pharma Incorporated
UROEZE	USA	1,385,720	03/11/2006	Jones Pharma Incorporated
VANEX-HD	USA	1,619,385	10/30/2010	Jones Pharma Incorporated

**Pending:**

Trademark	Country	Serial Number	Owner
BREVITAL	USA	695,950 Exp. date 04/10/2010	Jones Pharma Incorporated
JONES PHARMA INCORPORATED	USA	76/332,292	Jones Pharma Incorporated
JPI (stylized)	USA	76/332,290	Jones Pharma Incorporated
THROMBITENE	USA	75/815,758	Jones Pharma Incorporated

**Trademarks – King Pharmaceuticals, Inc.**

**Issued:**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
ALTACE	USA	1,812,659	12/21/2003	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
AVC	Canada	TMA155,257	01/26/2011	King Pharmaceuticals, Inc.
CUP OF KINDNESS	USA	2,435,879	03/13/2007	King Pharmaceuticals, Inc.
KING PHARMACEUTICALS	North Carolina	15021	11/05/2008	King Pharmaceuticals, Inc.
LORABID	Puerto Rico	48828	03/02/2010	King Pharmaceuticals, Inc.
LORABID	USA	1,912,168	08/15/2005	King Pharmaceuticals, Inc.
MONARCH PHARMACEUTICALS (and design)	USA	2,031,644	01/21/2003	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
MONARCH PHARMACEUTICALS (stylized)	USA	2031645	01/21/2003	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
CORGARD	USA	1,040,408	06/01/2006	King Pharmaceuticals, Inc.
CORZIDE	USA	1,170,890	09/29/2011	King Pharmaceuticals, Inc.
DELESTROGEN	USA	619,356	01/17/2006	King Pharmaceuticals, Inc.
SILVADENE	Canada	TMA212,922	03/26/2006	King Pharmaceuticals, Inc.
SILVADENE	Chile	386,042	04/20/2002	King Pharmaceuticals, Inc.
SILVADENE	USA	1,020,307	09/16/2005	King Pharmaceuticals, Inc.
SILVADENE	Austria	118,309	12/31/2007	King Pharmaceuticals, Inc.
SILVADENE	Brazil	800083989	11/11/2002	King Pharmaceuticals, Inc.
SILVADENE	Colombia	94333	09/25/2004	King Pharmaceuticals, Inc. (no confirmation of name change from associate)
SILVADENE	Denmark	VR 02659/1978	08/04/2008	King Pharmaceuticals, Inc.
SILVADENE	Greece	64815	10/19/2009	King Pharmaceuticals, Inc. (no confirmation of name change from associate)
SILVADENE	Honduras	47141	01/13/2007	King Pharmaceuticals, Inc. (no confirmation of name change from associate)
SILVADENE	Hong Kong	1942/1989	02/28/2006	King Pharmaceuticals, Inc.
SILVADENE	Israel	43042	01/10/2009	King Pharmaceuticals, Inc.
SILVADENE	Italy	349540	07/12/2007	King Pharmaceuticals, Inc.
SILVADENE	Italy (2)	520759	03/04/2008	King Pharmaceuticals, Inc.
SILVADENE	Macau	4236-M	02/12/2005	King Pharmaceuticals, Inc.
SILVADENE	Malaysia	85/01820	04/30/2006	King Pharmaceuticals, Inc.
SILVADENE	Mexico	367661	05/18/2004	King Pharmaceuticals, Inc.

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
SILVADENE	Nigeria	47086	06/21/2006	King Pharmaceuticals, Inc.
SILVADENE	Paraguay	140583	08/08/2010	King Pharmaceuticals, Inc.
SILVADENE	Puerto Rico	21229	01/03/2008	King Pharmaceuticals, Inc.
SILVADENE	South Africa	77/3627	08/16/2007	King Pharmaceuticals, Inc.
SILVADENE	South Korea	89809	04/09/2003	King Pharmaceuticals, Inc.
SILVADENE	South Korea	55268	04/06/2008	King Pharmaceuticals, Inc.
SILVADENE	Sweden	163488	05/26/2008	King Pharmaceuticals, Inc.
SILVADENE	Switzerland	P287.735	03/15/2007	King Pharmaceuticals, Inc.
SILVADENE	Taiwan	121274	10/01/2009	King Pharmaceuticals, Inc.
SILVADENE	Thailand	KOR90493	03/25/2008	King Pharmaceuticals, Inc.
SILVADENE	Thailand	KOR 94797	06/15/2008	King Pharmaceuticals, Inc.
SILVADENE	Turkey	89,820	12/05/2005	King Pharmaceuticals, Inc.
SILVADENE	USA	926,416	01/04/2012	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
SILVADENE	Brazil	386,042	04/20/2002	King Pharmaceuticals, Inc.
SILVADENE	China	161,736	08/29/2002	King Pharmaceuticals, Inc.
SILVADENE	Puerto Rico	23,558	01/03/2008	King Pharmaceuticals, Inc.
SILVADENE	Spain	845,353	04/09/2007	King Pharmaceuticals, Inc.
TIGAN	Dominican Republic	116,307	12/15/2010	King Pharmaceuticals, Inc.
TIGAN	USA	684,353	09/01/2009	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>

**Pending:**

Trademark	Country	Serial Number	Owner
FLORINEF	USA	78/063,089	King Pharmaceuticals, Inc.
ESTRASORB	Canada	111791400	King Pharmaceuticals, Inc.
KING (and design)	USA	74/508,722	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
KING PHARMACEUTICALS	USA	74/700,382	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
KING PHARMACEUTICALS (and design)	USA	74/700,380	King Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
KINGKARE	USA	76/332,293	King Pharmaceuticals, Inc.
LEVOXYL	Canada	110541600	King Pharmaceuticals, Inc.
MAXACILLIN	USA	76/315,451	King Pharmaceuticals, Inc.
PROCILLIN	USA	76/337,759	King Pharmaceuticals, Inc.
SILVADENE	India		King Pharmaceuticals, Inc.
SILVADENE	India (3)		King Pharmaceuticals, Inc.
THEELIN	USA	76/342,263	King Pharmaceuticals, Inc.
THEREVAC	Canada	111197900	King Pharmaceuticals, Inc.
THROMBIN-JMI	Canada	110541700	King Pharmaceuticals, Inc.
TRIOSTAT	Canada	110541800	King Pharmaceuticals, Inc.
VUECOR	Canada	111467000	King Pharmaceuticals, Inc.
VUECOR	USA	76/309,596	King Pharmaceuticals, Inc.
VUESCAN	Canada	112206900	King Pharmaceuticals, Inc.
VUESCAN	USA	76/335,715	King Pharmaceuticals, Inc.

**Trademarks – King Pharmaceuticals Research and Development, Inc. (R&D)****Issued:**

Trademark	Country	Registration Number	Expiration Date	Owner
ADENOCARD	Canada	392430	01/03/2007	King Pharmaceuticals R&D
ADENOCARD	Japan	4312480	10/01/2009	King Pharmaceuticals R&D
ADENOCARD	USA	1,473,847	01/26/2008	King Pharmaceuticals R&D
ADENOCOR	Canada	359459	08/11/2004	King Pharmaceuticals R&D
ADENOSCAN	Canada	373836	09/28/2005	King Pharmaceuticals R&D
ADENOSCAN	Japan	2354684	10/20/2008	King Pharmaceuticals R&D
ADENOSCAN	Japan	4321479	10/01/2009	King Pharmaceuticals R&D
ADENOSCAN	Portugal	287625	08/01/2004	King Pharmaceuticals R&D
ADENOSCAN	Romania	41521	08/27/2008	King Pharmaceuticals R&D
ADENOSCAN	United Kingdom	1378184	3/20/2006	King Pharmaceuticals R&D
ADENOSCAN	USA	1,541,189	05/30/2009	King Pharmaceuticals R&D
ADENOSCAN	USA	1,816,335	01/11/2004	King Pharmaceuticals R&D

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Expiration Date</b>	<b>Owner</b>
ADENOSCAN	Belarus	13234	08/25/2008	King Pharmaceuticals R&D
ADENOSCAN	Benelux	522663	11/18/2002	King Pharmaceuticals R&D
ADENOSCAN	Bulgaria	35954	05/28/2008	King Pharmaceuticals R&D
ADENOSCAN	Chile	5564406	03/21/2010	King Pharmaceuticals R&D
ADENOSCAN	Colombia	230631	11/14/2010	King Pharmaceuticals R&D
ADENOSCAN	Costa Rica	120244	12/04/2009	King Pharmaceuticals R&D
ADENOSCAN	Czech Republic	218126	8/26/2003	King Pharmaceuticals R&D
ADENOSCAN	Denmark	8166/1993	11/26/2003	King Pharmaceuticals R&D
ADENOSCAN	Ecuador		10/31/2010	King Pharmaceuticals R&D
ADENOSCAN	Estonia	21488	07/02/2010	King Pharmaceuticals R&D
ADENOSCAN	Finland	128970	11/05/2003	King Pharmaceuticals R&D
ADENOSCAN	France		03/27/2010	King Pharmaceuticals R&D
ADENOSCAN	Germany	1183653		King Pharmaceuticals R&D
ADENOSCAN	Greece		02/11/2003	King Pharmaceuticals R&D
ADENOSCAN	Guatemala	108229	10/07/2010	King Pharmaceuticals R&D
ADENOSCAN	Hungary	157669	08/24/2008	King Pharmaceuticals R&D
ADENOSCAN	Ireland	150845	11/11/2009	King Pharmaceuticals R&D
ADENOSCAN	Italy	569563	05/05/2009	King Pharmaceuticals R&D
ADENOSCAN	Kazakhstan	9674	08/25/2008	King Pharmaceuticals R&D
ADENOSCAN	Latvia	M44391	08/25/2008	King Pharmaceuticals R&D
ADENOSCAN	Lithuania	37411	10/08/2008	King Pharmaceuticals R&D
ADENOSCAN	Mexico	635755	11/11/2009	King Pharmaceuticals R&D
ADENOSCAN	Moldovia	6740	08/25/2008	King Pharmaceuticals R&D
ADENOSCAN	Nambia		12/31/2001	King Pharmaceuticals R&D
ADENOSCAN	Nicaragua	46567	01/22/2011	King Pharmaceuticals R&D
ADENOSCAN	Peru	61440	02/28/2010	King Pharmaceuticals R&D
ADENOSCAN	Slovak Republic	190945	08/28/2008	King Pharmaceuticals R&D
ADENOSCAN	Spain	1735593	12/16/2002	King Pharmaceuticals R&D
ADENOSCAN	Switzerland	402693	11/30/2012	King Pharmaceuticals R&D
ADENOSCAN	Turkey	141924	02/12/2003	King Pharmaceuticals R&D
ADENOSCAN	Uruguay		10/26/2009	King Pharmaceuticals R&D
ADENOSCAN	Uzbekistan	8888		King Pharmaceuticals R&D

**Pending:**

<b>Trademark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Owner</b>
ADENOSCAN	El Salvador	7455-99	King Pharmaceuticals R&D
ADENOSCAN	Philippines	117920	King Pharmaceuticals R&D
ADENOSCAN	Ukraine	98083445	King Pharmaceuticals R&D
ADENOSCAN	West Bank	6460	King Pharmaceuticals R&D
ADENOSCAN	Bolivia		King Pharmaceuticals R&D
ADENOSCAN	Brazil		King Pharmaceuticals R&D
ADENOSCAN	Dominican Republic		King Pharmaceuticals R&D
ADENOSCAN	Honduras		King Pharmaceuticals R&D

Trademark	Country	Serial Number	Owner
ADENOSCAN	Japan (2)		King Pharmaceuticals R&D
ADENOSCAN	Paraguay		King Pharmaceuticals R&D
ADENOSCAN	Poland		King Pharmaceuticals R&D
ADENOSCAN	Russia		King Pharmaceuticals R&D
ADENOSCAN	Argentina	2248565	King Pharmaceuticals R&D
ADENOSCAN	Botswana	97/01258	King Pharmaceuticals R&D
ADENOSCAN	Cuba	None assigned	King Pharmaceuticals R&D
ADENOSCAN	Panama	103416	King Pharmaceuticals R&D

**Trademarks – Medco Research, Inc.**

**Issued:**

Trademark	Country	Registration Number	Expiration Date	Owner
ADENOCARD	France	1522207	03/27/2010	Medco Research, Inc.
ADENOSCAN	Gaza Strip	5691	08/16/2005	Medco Research, Inc.
NAPA	USA	1,081,482	09/09/2005	Medco Research, Inc.

**Pending:**

Trademark	Country	Serial Number	Owner
BIDIL	Canada	747561	Medco Research, Inc.
MEDCO RESEARCH, INC.	USA	76/106256	Medco Research, Inc.
ADENOSCAN	Venezuela		Medco Research, Inc.

**Trademarks – Monarch Pharmaceuticals, Inc.**

**Issued:**

Trademark	Country	Registration Number	Expiration Date	Owner
(kidney design)	USA	1,350,257	07/23/2005	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
ACCUDOSE	USA	2,505,802	11/13/2007	Monarch Pharmaceuticals, Inc.
CLASSICS THAT WORK	USA	2,236,812	04/06/2005	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
CORTISPORIN	USA	616,755	11/29/2005	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>

Trademark	Country	Registration Number	Expiration Date	Owner
CORTISPORIN TC	USA	2,365,721	07/11/2006	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
KEMADRIN	USA	581,264	10/20/2003	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
MANTADIL	USA	1,621,988	11/13/2010	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
MENEST	Mexico	679960		Monarch Pharmaceuticals, Inc.
MENEST	Nicaragua	47461 C.C.	03/06/2011	Monarch Pharmaceuticals, Inc.
MENEST	Paraguay	234197	04/19/2011	Monarch Pharmaceuticals, Inc.
MENEST	Peru	52322		Monarch Pharmaceuticals, Inc.
MENEST	Uruguay	325.93		Monarch Pharmaceuticals, Inc.
MENEST	Argentina	1,835,025	06/26/2011	Monarch Pharmaceuticals, Inc.
MENEST	Bolivia	84765-C	7/31/10	Monarch Pharmaceuticals, Inc.
MENEST	Dominican Republic	120,360	6/15/2011	Monarch Pharmaceuticals, Inc.
MENEST	Ecuador	9495-01	02/14/2011	Monarch Pharmaceuticals, Inc.
MENEST	El Salvador	No. 42 book 142	10/23/2011	Monarch Pharmaceuticals, Inc.
MENEST	Guatemala	110560, page 330, book 232	unknown	Monarch Pharmaceuticals, Inc.
MENEST	Indonesia	491043	1/27/12	Monarch Pharmaceuticals, Inc.
MENEST	USA	1,808,767	12/07/2003	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
MONAFED	USA	2,169,443	06/30/2004	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
NUCOFED	USA	1,101,912	09/12/2008	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
PEDIOTIC	USA	1498288	08/02/2008	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
PROCTOCORT	Dominican Republic	113,905	7/30/2020	Monarch Pharmaceuticals, Inc.
PROCTOCORT	USA	2,132,640	01/27/2004	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
PRO-KEMADRIN	USA	764,204	02/04/2004	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
PROLOPRIM	USA	806,889	04/12/2006	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
QUIBRON	USA	735,573	08/07/2002	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
SECURE-A-SAMPLE	USA	1,983,864	07/02/2002	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
SEPTRA	USA	904,178	12/15/2010	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
THALITONE	Dominican Republic	113,900	7/30/2020	Monarch Pharmaceuticals, Inc.
THALITONE	USA	1,216,341	11/16/2002	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
TUSSEND	Dominican Republic	113,901	7/30/2020	Monarch Pharmaceuticals, Inc.
TUSSEND	USA	830,944	06/27/2007	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>

Trademark	Country	Registration Number	Expiration Date	Owner
VIROPTIC	USA	1,018,684	08/26/2005	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>

**Pending:**

Trademark	Country	Serial Number	Owner
MENEST	Canada	1,069,525	Monarch Pharmaceuticals, Inc.
POLYMATRIX	USA	75/520,648	Monarch Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>

**Trademarks – Parkedale Pharmaceuticals, Inc.**

**Issued:**

Trademark	Country	Registration Number	Expiration Date	Owner
ADRENALIN	USA	53934	06/12/2006	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
ADRENALIN	Puerto Rico	2735	04/11/2008	Parkedale Pharmaceuticals, Inc.
APLISOL	Canada	187629	01/05/2003	Parkedale Pharmaceuticals, Inc.
APLISOL	USA	925,391	12/14/2011	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
APLISOL	Puerto Rico	25777	09/07/2004	Parkedale Pharmaceuticals, Inc.
APLITEST	USA	947,129	11/14/2002	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
CHLOROMYCETIN	USA	509,735	05/10/2009	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
COLY-MYCIN	Puerto Rico	12481	02/26/2003	Parkedale Pharmaceuticals, Inc.
COLY-MYCIN	USA	699,294	06/14/2010	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
FLUOGEN	Dominican Republic	113,904	07/30/2020	Parkedale Pharmaceuticals, Inc.
FLUOGEN	Peru	66448	09/28/2010	Parkedale Pharmaceuticals, Inc.
FLUOGEN	Bosnia	20781	10/10/2004	Parkedale Pharmaceuticals, Inc.
FLUOGEN	Canada	172,514	11/06/2015	Parkedale Pharmaceuticals, Inc.
FLUOGEN	Switzerland	392744	09/12/2011	Parkedale Pharmaceuticals, Inc.
FLUOGEN	USA	883,203	12/30/2009	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
HISTOPLASMIN	USA	2,395,943	10/17/2006	Parkedale Pharmaceuticals, Inc.
HUMATIN	USA	665,305	08/05/2008	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
KETALAR	USA	840,783	12/19/2007	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
KETALAR	Puerto Rico	25787	09/07/2004	Parkedale Pharmaceuticals, Inc.
OPHOCORT	USA	667,321	09/23/2008	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>



Trademark	Country	Registration Number	Expiration Date	Owner
PITOCIN	USA	254,956	04/02/2009	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
PITOCIN	Puerto Rico	25781	09/07/2004	Parkedale Pharmaceuticals, Inc.
PITRESSIN	USA	254,507	03/26/2009	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
PROCAN	Puerto Rico	25788	09/07/2004	Parkedale Pharmaceuticals, Inc.
PROCANBID	USA	2,062,311	05/13/2003	Parkedale Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
PROCANIBID	USA	2,015,950	11/12/2002	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
PROCANIBID (design)	USA	2,065,975	05/27/2003	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
SURITAL	USA	500,405	05/18/2008	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>
VIRA-A	Puerto Rico	24004	01/14/2002	Parkedale Pharmaceuticals, Inc.
VIRA-A	USA	1,019,813	09/09/2005	Parkedale Pharmaceuticals, Inc. (Credit Suisse) <sup>B</sup>
VIRA-A	USA	1,081,482	09/09/2005	Parkedale Pharmaceuticals, Inc. <sup>C</sup> (Credit Suisse) <sup>B</sup>

**Pending:**

Trademark	Country	Serial Number	Owner
CHLOROMYCETIN	Puerto Rico	Unknown	Parkedale Pharmaceuticals, Inc.
PARKEDALE PHARMACEUTICALS	USA	75/717,020	Parkedale Pharmaceuticals, Inc.
PARKEDALE PHARMACEUTICALS	USA	76/331,978	Parkedale Pharmaceuticals, Inc.
PARKEDALE PHARMACEUTICALS (STYLIZED)	USA	75/717019	Parkedale Pharmaceuticals, Inc.
PITRESSIN	Puerto Rico	unknown	Parkedale Pharmaceuticals, Inc.

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of April 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among King Pharmaceuticals, Inc. (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), Credit Suisse First Boston, as Administrative Agent (in such capacity, the "Administrative Agent"), Collateral Agent (in such capacity, the "Collateral Agent") and Swingline Lender (in such capacity, the "Swingline Lender"), the Issuing Banks from time to time party thereto, as Issuing Banks (in such capacity, the "Issuing Banks") and Bank of America, N.A., J.P. Morgan Securities, Inc. and UBS Warburg LLC, as syndication agents, and (b) the Guarantee Agreement dated as of April 23, 2002 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors (as defined in the Credit Agreement) and the Collateral Agent. Capitalized terms used and not defined herein have the meanings assigned to them in the Credit Agreement or in the Security Documents referred to therein.

The undersigned, respectively, a Financial Officer of the Borrower and an Officer of and counsel to the Borrower, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation or analogous organizational document, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

<u>GRANTOR</u>	<u>DATE OF CHANGE</u>	<u>TYPE OF CHANGE/NEW NAME</u>
----------------	-----------------------	--------------------------------

(c) Except as set forth in *Schedule 1* hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers and consolidations, as well as any changes in the form, nature or jurisdiction of organization. If any such change has occurred, Schedule 1 includes the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

<u>GRANTOR</u>	<u>OTHER NAMES</u>
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(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

<u>Grantor</u>	<u>Federal Taxpayer Identification Number</u>
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2. *Current Locations.* (a) The organizational information for each Grantor is set forth opposite its name below:

<u>Grantor</u>	<u>Location</u>	<u>Type/Jurisdiction of Organization</u>	<u>Organizational ID Numbers</u>
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(b) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>GRANTOR</u>	<u>MAILING ADDRESS</u>	<u>COUNTY/STATE</u>
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(c) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "\*"):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>GRANTOR</u>	<u>MAILING ADDRESS</u>	<u>COUNTY/STATE</u>
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(e) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

GRANTORLOCATION

(f) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor other than any Collateral held by or on behalf of the Collateral Agent, any investment property (or cash) held by any securities intermediary, bank or other financial institution, any goods or other Collateral in transit, any equipment, vehicles or other Collateral under repair, any samples or inventory held by third parties, any Collateral held by a lessee pursuant to a lease permitted under the Credit Agreement and any Collateral of de minimus value:

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business, other than any Accounts Receivable originated, and any Inventory acquired, in connection with acquisitions of Subsidiaries, divisions, business units or products.

4. *File Search Reports.* Attached hereto as *Schedule 4(A)* are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as *Schedule 4(B)* is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly authenticated financing statements on Form UCC-1 in substantially the form of *Schedule 5* hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to such Grantor in Section 2(a) hereof.

6. *Schedule of Filings.* Attached hereto as *Schedule 6* is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above shall have been paid on or prior to the Effective Date.

8. *Stock Ownership.* Attached hereto as *Schedule 8* is a true and correct list of all the duly authorized, issued and outstanding stock of each Significant Subsidiary and the record and beneficial owners of such stock.

9. *Notes.* Attached hereto as *Schedule 9* is a true and correct list of all notes held by the Borrower and each Subsidiary and all intercompany notes between the Borrower and each Subsidiary of the Borrower and between each Subsidiary of the Borrower and each other such Subsidiary.

10. *Advances.* Attached hereto as *Schedule 10* is (a) a true and correct list of all advances made by the Borrower to any Subsidiary of the Borrower or made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, and (b) a true and

correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

11. *Mortgage Filings.* Attached hereto as *Schedule 11* is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

12. *Intellectual Property.* (a) Attached hereto as *Schedule 12(A)* is a schedule setting forth (i) all Patents owned by any of the Grantors and all Patent Licenses under which any of the Grantors have rights in respect of any Patents, (ii) the number assigned by the United States Patent and Trademark Office to each Patent owned by any Grantor or in respect of which any Grantor has rights under any Patent License, (iii) the record owner of each Patent referred to in the preceding clause (ii), as recorded with the United States Patent and Trademark Office, and (iv) the expiration date of each Patent and, if applicable, Patent License referred to in any of the preceding clauses. A copy of each Patent License referred to in clause (i) of the preceding sentence is attached hereto.

(b) Attached hereto as *Schedule 12(B)* is a schedule setting forth (i) all Trademarks owned by any of the Grantors and all Trademark Licenses under which any of the Grantors have rights in respect of any Trademarks, (ii) the number assigned by the United States Patent and Trademark Office to each Trademark owned by any Grantor or in respect of which any Grantor has rights under any Trademark License, (iii) the record owner of each Trademark referred to in the preceding clause (ii), as recorded with the United States Patent and Trademark Office, and (iv) the expiration date of each Trademark and, if applicable, Trademark License referred to in any of the preceding clauses. A copy of each Trademark License referred to in clause (i) of the preceding sentence is attached hereto.

(c) Attached hereto as *Schedule 12(C)* is a schedule setting forth (i) all Copyrights owned by any of the Grantors and all Copyright Licenses under which any of the Grantors have rights in respect of any Copyrights, (ii) the number assigned by the United States Copyright Office to each Copyright owned by any Grantor or in respect of which any Grantor has rights under any Copyright License, (iii) the record owner of each Copyright referred to in the preceding clause (ii), as recorded with the United States Copyright Office, and (iv) the expiration date of each Copyright and, if applicable, Copyright License referred to in any of the preceding clauses. A copy of each Copyright License referred to in clause (i) of the preceding sentence is attached hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ]th day of [ ] 2002.

KING PHARMACEUTICALS, INC.,

by

\_\_\_\_\_  
Name:  
Title:[Financial Officer]

by

\_\_\_\_\_  
Name:  
Title:[Legal Officer]

SUPPLEMENT NO. \_\_\_\_\_ dated as of \_\_\_\_\_, to the Security Agreement dated as of [ \_\_\_\_\_ ], 2002 (the "Security Agreement"), among KING PHARMACEUTICALS, INC., a Tennessee corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I thereto or becoming a party thereto as provided in Section 7.15 thereof (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its Cayman Islands Branch ("*CSFB*"), as collateral agent (in such capacity and together with any successor or assign, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of [ \_\_\_\_\_ ], 2002 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as Administrative Agent (in such capacity, the "*Administrative Agent*"), Collateral Agent and Swingline Lender, the issuing banks from time to time party thereto (the "*Issuing Banks*") and Bank of America, N.A., J.P. Morgan Securities, Inc. and UBS Warburg LLC, as syndication agents (in such capacity the "*Syndication Agents*") and (b) the Guarantee Agreement dated as of [ \_\_\_\_\_ ], 2002 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among certain subsidiaries of the Borrower and the Collateral Agent.

B. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor, (b) set forth under its signature hereto, is the true and correct location of the chief executive office and the jurisdiction of organization of the New Grantor and (c) any and all other information provided to the Collateral Agent relating to any of the Collateral is true and correct.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, , WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it in care of the Borrower.



SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

by

\_\_\_\_\_  
Name:  
Title:  
Address:

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by

\_\_\_\_\_  
Name:  
Title:

by

\_\_\_\_\_  
Name:  
Title:

LOCATION OF COLLATERAL

Description

Location