

10-24-2002



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TRADEMARKS ONLY

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

Form PTO-159
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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):
Reliant Pharmaceuticals, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company
California

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

2. Name and address of receiving party(ies)
Name: Bay City Capital Fund III, L.P.
Internal Address: Suite 600
Street Address: 750 Battery
City: San Francisco State: CA Zip: 94111

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership California
 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: July 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
(see attachment)
B. Trademark Registration No.(s)
(see attachment)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Matthew W. Walch
Internal Address: 5800 Sears Tower
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

Enclosed
 Authorized to be charged to deposit account*
any under-/over-payment

8. Deposit account number:
50-1125
(Attach duplicate copy of this page if paying by deposit account)

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.

Matthew W. Walch Matthew W. Walch October 9, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

10/23/2002 TDIAZ1 00000102 501125 2551682
01 FC:8521 40.00 CH
02 FC:8522 300.00 CH

TRADEMARK
REEL: 002604 FRAME: 0338

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RELIANT PHARMACEUTICALS	2,551,682	March 26, 2002
DESIGN ONLY	2,481,169	August 28, 2001
LIVING WITH GERD & DESIGN	2,030,167	January 14, 1997
LIVING WITH GERD	2,028,868	January 7, 1997
AXID	1,415,563	November 4, 1986

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
INNOPRAN XL	78/172,324	October 8, 2002
INPRAN XL	78/169,931	October 1, 2002
INNPRAN XL	78/169,911	October 1, 2002
BETADUR	78/113,058	March 6, 2002
AXISUR	78/111,782	February 28, 2002
SUPRESID	78/111,770	February 28, 2002
R & DESIGN	76/107,614	August 11, 2000
RELIANT PHARMACEUTICALS	75/888,001	January 5, 2000

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made and entered into as of July 30, 2001, by and between **RELIANT PHARMACEUTICALS, LLC**, a Delaware limited liability company ("Grantor"), and **BAY CITY CAPITAL FUND III, L.P.**, a Delaware limited partnership ("Collateral Agent"), in its capacity as collateral agent for, and for the ratable benefit of, each of the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to those certain Secured Demand Promissory Notes, dated the date hereof (the "Notes"), made by Grantor in favor of PharmBay Investors, L.L.C., a Delaware limited liability company ("PharmBay") in the original principal amount of up to \$40,000,000, and in favor of Bay City Capital Fund III, L.P., a Delaware limited partnership (in its capacity as a lender under the aforementioned Note, "BCC Fund III" and, together with PharmBay, each a "Lender" and, collectively, the "Lenders"), in the original principal amount of up to \$40,000,000, the Lenders have agreed to lend to Grantor an aggregate amount of up to \$80,000,000 (the "Loans"); and

WHEREAS, in order to induce Lenders to make the Loans as provided for in the Notes, Grantor has agreed to grant a Collateral Agent a lien on certain assets and property of Grantor pursuant to the terms of a Security Agreement, of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), between Grantor and Collateral Agent; and

WHEREAS, as contemplated by the Security Agreement, Grantor has agreed to execute and deliver this Trademark Security Agreement to further secure its obligations to Collateral Agent in respect of the Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. As used herein, the following terms shall have the following meanings:

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor or any of its subsidiaries granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a first priority continuing priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that Trademark Collateral (i) shall only include Trademark and Trademark Licenses that constitute Collateral under the Security Agreement, and (ii) shall not include any such property where the grant of a security interest therein by Grantor is prohibited by applicable law or by the terms of any contract, agreement, instrument or indenture granting and/or governing such Trademark Collateral (“Applicable Agreement”) without the consent of any other party thereto or would give any other party to any such Applicable Agreement the right to terminate its obligations or Grantor’s rights thereunder unless, in any such case, all necessary consents to such grant of a security interest have been obtained from the other parties thereto; provided further, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest in any account or any money or other amounts due or to become due under any such Applicable Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent and/or Lenders with respect to the

security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **BENEFIT OF LENDERS.** All Liens granted or contemplated hereby shall be for the ratable benefit of the Lenders, and all proceeds or payments realized from Trademark Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of the Notes and that certain Collateral Agency Agreement, of even date herewith, among Collateral Agent and Lenders. Each of the Lenders is and shall be deemed a third party beneficiary of the agreements, covenants, representations and warranties contained herein, and shall be entitled to rely upon the same.

5. **GOVERNING LAW.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, COLLATERAL AGENT AND LENDERS PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, HOWEVER, THAT COLLATERAL AGENT, LENDERS AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CHICAGO, ILLINOIS, AND, PROVIDED, FURTHER, NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE COLLATERAL AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF COLLATERAL AGENT. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH HEREIN

AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR FIVE (5) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

6. **WAIVER OF JURY TRIAL.** BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG COLLATERAL AGENT, LENDERS, AND GRANTOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

Signature page follows.

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