

03-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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102378622

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

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

1. Name of conveying party(ies):

Anda, Inc. Andrx Corporation

2-25-03

- 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: Bank of America, N.A.

Internal Address: Fifth Floor

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12-30-02

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

A. Trademark Application No.(s) See attached schedule

B. Trademark Registration No.(s) See attached schedule

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and registrations involved:

97

7. Total fee (37 CFR 3.41) \$ 2,440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing 00000142 2545972

Signature (Handwritten)

Feb. 6, 2003

Date

Total number of pages including cover sheet, attachments, and document: 27

02/28/2003 DBYRNE

01 FC:8521 02 FC:8522

40.00 OP Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 2400.00 OP

TRADEMARK REEL: 002676 FRAME: 0032

**Continuation of Item 1 of
TRADEMARK RECORDATION FORM COVER SHEET**

Bank of America, N.A./Andrx Corporation

Additional Conveying Parties

Andrx Labs, LLC

Andrx Laboratories, Inc.

Andrx Labs, Inc.

Andrx Pharmaceuticals, LLC

Cybear, LLC

Mediconsult.com, Inc.

Schedule II

TRADEMARKS held by Andrx Corporation or its subsidiaries						
MARK	SERIAL OR REGISTRATION NUMBER	REG DATE	FILING DATE	OWNER	Comment	
"A" design plus words	Reg. 2545972 SN 75/924896	3/12/02	2/22/00	Andrx Corporation		
"A" design plus words	Reg. 2,647,875 75/924898		2/22/00	Andrx Corporation		
"A" word mark	76/117581		8/29/00	Andrx Pharmaceuticals, LLC		
Altocor	78/040443		12/22/00	Andrx Labs, LLC	Opposition pend.	
Altocor XL (UK)	2304116		6/28/02	Andrx Pharmaceuticals, LLC		
Altoscot	78/176032		10/18/02	Andrx Labs, LLC		
Altovance	78/066682		5/31/01	Andrx Labs, LLC		
Anda Connect	76/303352		8/22/01	Anda, Inc.		
Andanet	Reg. 2178198 SN 75/284040	8/4/98	4/30/97	Anda, Inc.		
Anda Pass-Thru	78/152449		8/8/02	Anda, Inc.		
Anda Quality Checklist	78/022505		8/23/00	Anda, Inc.		
Andazole	78/136539		6/18/02	Andrx Pharmaceuticals, LLC		
Andrx design plus words	75/924899		2/22/00	Andrx Corp.		
Andrx design plus words	Reg. 2535613 SN 75/924897	2/5/02	2/22/00	Andrx Corp.		
ANDRX typed drawing	78/064163		5/17/01	Andrx Corp		
ANDRX typed drawing	78/064165		5/17/01	Andrx Corp		
Anexsia	Reg. 0554402 SN 71/587879	2/5/52	11/16/49	Inc. Licensed from Mallinckrodt,		
Averix	78/162855		9/11/02	Anda, Inc.		
CARBOBID	Reg. 1763584 SN 74/019643	4/6/93	1/16/90	Andrx Laboratories, Inc.		
Cardacor	78/041661		1/4/01	Andrx Pharmaceuticals, LLC		
Cardacor XT	78/041597		1/3/01	Andrx Pharmaceuticals, LLC		

Cartia XT	Reg. 2365155 SN 75/508881	7/4/00	6/25/98	Andrx Pharmaceuticals, LLC	
Codrix	78/126855		5/7/02	Andrx Pharmaceuticals, LLC	
Codrix	78/126858		5/7/02	Andrx Pharmaceuticals, LLC	
CTEX Pharmaceuticals, Inc	Reg. 2210706 SN 75/359590	12/15/98	9/19/97	Andrx Laboratories, Inc.	
Cybear	Reg. 2146777 SN 75/200610	3/24/98	11/19/96	Cybear, LLC	
Cybear	Reg. 2146776 SN 75/200609	3/24/98	11/19/96	Cybear, LLC	
Cybear bear design	Reg. 2440719 SN 75/924892	4/3/01	2/22/00	Cybear, LLC	
Cybear bear design & words	75/924893		2/22/00	Cybear, LLC	
Cybear design and words	75/924894		2/22/00	Cybear, LLC	
Cybear design and words	75/924895		2/22/00	Cybear, LLC	
Cyclafem 1/35	78/169349		9/30/02	Anda, Inc.	
Cyclafem 777	78/169319		9/30/02	Anda, Inc.	
Deprevol	78/049285		2/20/01	Andrx Pharmaceuticals, LLC	
Deprevex	78/049291		2/20/01	Andrx Pharmaceuticals, LLC	
Diltia XT	Reg. 2184954 SN 75/226586	8/25/98	1/16/97	Andrx Pharmaceuticals, LLC	
Diromet	78/115670		3/18/02	Andrx Labs, LLC	
Dolgit	76/253291		5/7/01	Andrx Laboratories, Inc.	
DPHS	78/057726		4/10/01	Andrx Pharm.	
DYNEX	Reg. 2490195 SN 75/894630	9/18/01	1/7/00	CTEX Pharmaceuticals, Inc.	
EHS	78/016745		7/14/00	Anda, Inc.	
Embrex	76/068115		6/12/00	Andrx Laboratories, Inc.	Opposition pend
ENTEX	Reg. 0888938 SN 72/320020	4/7/70	2/25/69	Andrx Laboratories, Inc.	
Formet	78/115596		3/18/02	Andrx Labs, LLC	
Fortamet	78/115656		3/18/02	Andrx Labs, LLC	
Gasen	78/116587		3/21/02	Andrx Labs, LLC	
GMHS	78/056673		4/4/01	Andrx Pharmaceuticals, LLC	
HALO Design	75/886485		1/4/00	Cybear, LLC	

Helping Hearts	78/110420		2/22/02	Andrx Labs, LLC	
I Succeed	78/080283		8/21/01	Andrx Laboratories	
Losenta	78/169355		9/30/02	Anda, Inc.	
MD Direct	Reg. 2,126,090 SN 75/025283	12/30/97	11/28/95	Cybear, LLC	
Medical Messenger	Reg. 2,523,175 SN 75/730001	12/25/01	7/8/99	Cybear, LLC	
Medicensus (Canada)	1,066,418			Cybear, LLC	
Mediconsult & Design	75/866804		12/8/99	Cybear, LLC	
Mediconsult.com	Reg. 2,119,312	12/9/97	8/27/96	Cybear, LLC	
Mediconsult.com & Design	Reg. 2,138,556	2/24/98	12/16/96	Cybear, LLC	
MediConX (Stylized)	76/055212		5/24/00	Cybear, LLC	
MyDoctor.com	75/886484		1/4/00	Cybear, LLC	
Nutri-Bites	78/017032		7/17/00	Anda, Inc.	
Ometra	78/137082		6/19/02	Andrx Pharmaceuticals, LLC	
Panda Bear Design	Reg. 1889574 SN 74/394357	4/18/95	5/25/93	Anda, Inc.	
Pellab	78/056019		3/30/01	Andrx Pharmaceuticals, LLC	
Physicians' Online	Reg. 1945952 SN 74/249381	1/2/96	2/25/92	Cybear, LLC	
Physicians' Online & desi	Reg. 721353 5904 95 RM	7/29/97	12/19/95	Cybear, LLC	
Physicians' Online & desi	Reg. 2352119 SN 74/441890	5/23/00	9/30/93	Cybear, LLC	
Physicians' Online & desi	75/886425		1/4/00	Cybear, LLC	
POL (Canada)	1,053,368		3/31/00	Cybear, LLC	

POL	Reg. 00140996 001064682	12/12/98	4/1/96	Cybear, LLC	
Portab	78/056288		4/2/01	Andrx Pharmaceuticals, LLC	
PPDS	78/055951		3/30/01	Andrx Pharmaceuticals, LLC	
Previtem	78/181495		11/4/02	Anda, Inc.	
Procet	Reg. 2579642 SN 75/894629	6/11/02	1/7/00	Andrx Laboratories, Inc.	
Promez	78/140857		7/2/02	Andrx Pharmaceuticals, LLC	
Protia	78/137134		6/19/02	Andrx Pharmaceuticals, LLC	
Qualacare	78/137561		6/21/02	Anda, Inc.	
Quatrimine	78/162865		9/11/02	Anda, Inc.	
Quatrol	78/162846		9/11/02	Anda, Inc.	
Restorex	78/090701		10/29/01	Anda, Inc.	
Restorex	76/336174		11/9/01	Anda, Inc.	
Restorex	75/810171		10/19/99	Anda, Inc.	
Restorex	75/810320		10/20/99	Anda, Inc.	
RX.Cybear	75/935039		2/15/00	Cybear, LLC	Action Suspended
Science and Nature – A Combination You Can Trust	Reg. 2589096 75/820468		11/2/99	Anda, Inc.	
Science and Nature – A Combination You Can Trust	75/820463		11/2/99	Anda, Inc.	
SCOT	78/056507		4/3/01	Andrx Pharmaceuticals, LLC	Opposition pend
SMHS	78/056025		3/30/01	Andrx Pharmaceuticals, LLC	
SPDS	78/056671		4/4/01	Andrx Pharmaceuticals, LLC	
STDS	78/057408		4/9/01	Andrx Pharmaceuticals, LLC	
Stradia	78/116567		3/21/02	Andrx Labs, LLC	
Tazita XT	75/870213		12/22/99	Andrx Pharmaceuticals, LLC	
Tri-Previtem	78/181501		11/4/02	Anda, Inc.	
VipConnect	78/137545		6/21/02	Anda, Inc.	
You've Got Prescriptions	75/681990		4/16/99	Cybear, LLC	
Zinix	78/112707		3/5/02	Andrx Pharmaceuticals, LLC	
Zynix	78/049295		2/20/01	Andrx Pharmaceuticals, LLC	
Zypro	78/049301		2/20/01	Andrx Corp	Action Suspended

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2002, by ANDA, INC., a Florida corporation, ANDRX CORPORATION, a Florida corporation, ANDRX LABS, LLC, a Delaware limited liability company, ANDRX LABORATORIES, INC., a Mississippi corporation, ANDRX LABS, INC., a Florida corporation, ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company, CYBEAR, LLC, a Delaware limited liability company and MEDICONSULT.COM, INC., a Delaware corporation (collectively, the "Grantors," and each, individually, a "Grantor"), in favor of BANK OF AMERICA, N.A., with an office at 600 Peachtree Street, NE, Fifth Floor, Atlanta, Georgia 30308, in its capacity as Agent for Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Andrx Corporation, a Delaware corporation, as Parent Guarantor (the "Parent Guarantor"), certain direct and indirect Subsidiaries of the Parent Guarantor that are party thereto as Borrowers (collectively, the "Borrowers", and each, individually, a "Borrower"), certain other direct and indirect Subsidiaries of the Parent Guarantor party thereto as Guarantors (collectively, the "Guarantors", and each, individually, a "Guarantor"), the Agent and the Persons signatory thereto from time to time as Lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Revolving Loans and to provide other financial accommodations for the benefit of the Borrowers and guaranteed by the Parent Guarantor and the Guarantors;

WHEREAS, each Grantor is a party to the Credit Agreement, as either a Borrower or as a Guarantor;

WHEREAS, the Agent and the Lenders are willing to make the Revolving Loans and to provide the other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that each of the Grantors shall have executed and delivered to the Agent, for itself and the ratable benefit of the Lenders, this Patent and Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. The following terms shall have the following respective meanings:

"Patent" means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (a) all patents of the United States or any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, 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; (b) all reissues, continuations, continuations-in-part or extensions thereof; and (c) all licenses, fees, royalties, damages or payments with respect to the foregoing.

“Patent Licenses” means rights under any written agreement now owned or hereafter acquired by any Grantor, as licensee, granting any right with respect to any invention on which a Patent is in existence.

“Trademark” means all of the following in which any Grantor now holds or hereafter acquires any right, title or interest: (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 licenses, fees, royalties, damages or payments with respect to the foregoing.

“Trademark Licenses” means rights under any written agreement now owned or hereafter acquired by any Grantor, as licensee, granting any right to use any Trademark.

All other capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent and 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. NEW PATENT AND TRADEMARK COLLATERAL. If, prior to the termination of the Security Agreement, any Grantor shall (i) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (ii) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of this Agreement shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of any such licenses). Each Grantor hereby authorizes the Agent to modify this Agreement unilaterally (x) by amending Schedule I to include any future patents and patent applications that are Patents under this Agreement, or to include any future license agreements (to the extent permitted by licensors under agreements in connection with the granting of any such licenses) that are Patent Licenses under this Agreement, (y) by amending Schedule II to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under this Agreement, or to include any future license agreements (to the extent permitted by licensors under agreements in connection with the granting of any such licenses) that are Trademark Licenses under this Agreement, or (z) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future patents, patent applications and future license agreements and containing on Schedule II thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and future license agreements.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANDA, INC.,
a Florida corporation

By: 
Name: Scott Ladin
Title: EVP

ANDRX LABORATORIES, INC.,
a Mississippi corporation

By: 
Name: Scott Ladin
Title: EVP

ANDRX LABS, LLC,
a Delaware limited liability company

By: 
Name: Scott Ladin
Title: EVP of Andrx Corporation, Sole member

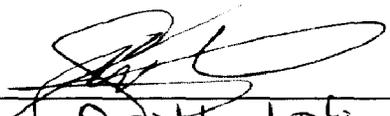
ANDRX PHARMACEUTICALS, LLC,
a Delaware limited liability company

By: 
Name: Scott Ladin
Title: EVP of Andrx Corporation, Sole member

CYBEAR, LLC,
a Delaware limited liability company

By: 
Name: Scott Ladin
Title: CEO of Anda, Inc., Sole Member

MEDICONSULT.COM, INC.,
a Delaware corporation

By: 
Name: Scott Ladin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as the Agent

By: 
Name: ANDREW A. DOHERTY
Title: Vice President

ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

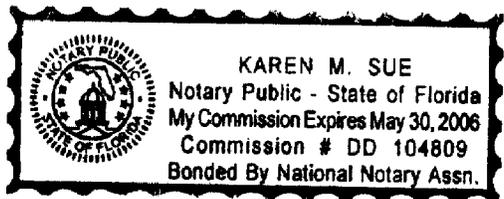
COUNTY OF Broward)

ss.

On this 20TH day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Anda, Inc., who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

COUNTY OF Broward)

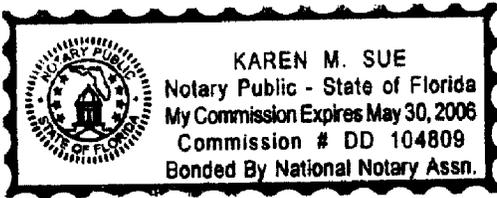
ss.

On this 20TH day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Andrx Laboratories, Inc., who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

COUNTY OF Broward)

ss.

On this 20th day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ANDREX LABS, LLC, who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

)
COUNTY OF Broward)

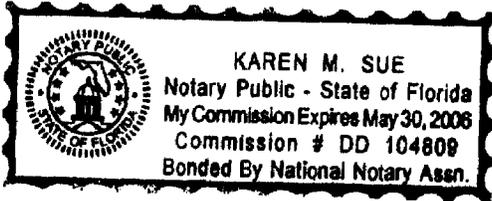
SS.

On this 20TH day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Andrx Pharmaceuticals, LLC, who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

COUNTY OF Broward)

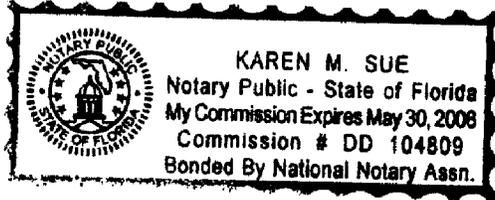
ss.

On this 20TH day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cybear, LLC, who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue

Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF Florida)

COUNTY OF Broward)

ss.

On this 20TH day of December, 2002 before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mediconsult.com Inc, who being by me duly sworn did depose and say that she/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Sue

Notary Public

{seal}



Schedule I

Patents/Patent Applications				
PAT. NO.	SN	CTRY	FILING DATE	Owner
5,508,040	08/244,745	US	6/3/93	Andrx Pharmaceuticals, LLC
5,458,888	08/205,005	US	3/2/94	Andrx Pharmaceuticals, LLC
5,419,917	08/195,377	US	2/14/94	Andrx Pharmaceuticals, LLC
	95908570.5	EPO	1/18/95	Andrx Pharmaceuticals, LLC
097485	84100943	TAIW	2/7/95	Andrx Pharmaceuticals, LLC
680,112	16836/95	AUST	1/18/95	Andrx Pharmaceuticals, LLC
	2182587	CAN	8/1/96	Andrx Pharmaceuticals, LLC
	521221/1995	JAP	1/18/95	Andrx Pharmaceuticals, LLC
PN 279648		NZEA	1/18/95	Andrx Pharmaceuticals, LLC
5,532,275	08/351,778	US	12/7/94	Andrx Pharmaceuticals, LLC
5,458,887	08/204,825	US	3/2/94	Andrx Pharmaceuticals, LLC
5,260,069	07/982,761	US	11/27/92	Andrx Pharmaceuticals, LLC
	94900544.1	EPO	3/7/96	Andrx Pharmaceuticals, LLC
982,761	680642	AUST	11/2/93	Andrx Pharmaceuticals, LLC
	2,149,152	CAN	9/12/96	Andrx Pharmaceuticals, LLC
	513149/1994	JAP	11/2/93	Andrx Pharmaceuticals, LLC
258,012	258012	NZEA	5/5/95	Andrx Pharmaceuticals, LLC
5,260,068	07/878,416	US	5/4/92	Andrx Pharmaceuticals, LLC
	93916656.7	EPO	11/2/93	Andrx Pharmaceuticals, LLC
	2163433	CAN	6/3/93	Andrx Pharmaceuticals, LLC
	06/51708/1994	JAP	6/3/93	Andrx Pharmaceuticals, LLC
PN 254414	254414	NZEA	4/19/96	Andrx Pharmaceuticals, LLC
PN 680620	46434/93	AUST	6/3/93	Andrx Pharmaceuticals, LLC
6,103,263	08/341,478	US	11/17/94	Andrx Pharmaceuticals, LLC
5,728,402	08/340,290	US	11/16/94	Andrx Pharmaceuticals, LLC
5,736,159	08/430,356	US	4/28/95	Andrx Pharmaceuticals, LLC
5,558,879	08/431,404	US	4/28/95	Andrx Pharmaceuticals, LLC
96196511.1	96193511.1	CHINA	10/27/97	Andrx Pharmaceuticals, LLC
	96908796.4	EPO	3/13/96	Andrx Pharmaceuticals, LLC
PN 695713	52518/96	AUST	3/13/96	Andrx Pharmaceuticals, LLC
	2,217,226	CAN	10/2/97	Andrx Pharmaceuticals, LLC
	(PCT/US96/0344)	JAP	3/13/96	Andrx Pharmaceuticals, LLC
	304661	NZEA	9/24/96	Andrx Pharmaceuticals, LLC
5,567,441	08/409,449	US	3/24/95	Andrx Pharmaceuticals, LLC
PN 697164	53631/96	AUST	3/13/96	Andrx Pharmaceuticals, LLC
	96910439.7	EPO	3/13/96	Andrx Pharmaceuticals, LLC
	2,215,378	CAN	3/13/96	Andrx Pharmaceuticals, LLC
	119012	ISRAEL	5/8/96	Andrx Pharmaceuticals, LLC
	P8-529442	JAP	3/13/96	Andrx Pharmaceuticals, LLC
	305594	NZEA	3/13/96	Andrx Pharmaceuticals, LLC
	85109488	TAIW	8/6/96	Andrx Pharmaceuticals, LLC
	96192716.X	CHINA	4/18/98	Andrx Pharmaceuticals, LLC
5,834,023	08,677,072	US	7/9/96	Andrx Pharmaceuticals, LLC
5,654,005	08/476,455	US	8/5/97	Andrx Pharmaceuticals, LLC
	96918078.5	EPO	6/5/96	Andrx Pharmaceuticals, LLC
PN 710110	60427/96	AUST	5/06/96 96/08869	Andrx Pharmaceuticals, LLC
	310,099	NZEA	6/5/96	Andrx Pharmaceuticals, LLC
	501338/1997	JAP	6/5/96	Andrx Pharmaceuticals, LLC
	2223014	CAN	6/5/96	Andrx Pharmaceuticals, LLC
5,397,574	08/131,118	US	10/4/93	Andrx Pharmaceuticals, LLC
EP 0 804 172	94,929,839	EPO	9/23/94	Andrx Pharmaceuticals, LLC
	78757/94	AUST	9/23/94	Andrx Pharmaceuticals, LLC

TRADEMARK

REEL: 002676 FRAME: 0049

PAT. NO.	SN	CTRY	FILING DATE	Owner
	2,172,624	CAN	9/23/94	Andrx Pharmaceuticals, LLC
	510821/1995	JAP	4/2/96	Andrx Pharmaceuticals, LLC
	274,646	NZEA	9/23/94	Andrx Pharmaceuticals, LLC
5,472,708	08/290,815	US	11/2/93	Andrx Pharmaceuticals, LLC
5,830,503	08/667,308	US	6/21/96	Andrx Pharmaceuticals, LLC
	86108251	TAIW	6/14/97	Andrx Pharmaceuticals, LLC
	09/490,013	US	1/21/00	Andrx Pharmaceuticals, LLC
5,922,352	08/792,001	US	1/31/97	Andrx Pharmaceuticals, LLC
5,837,379	08/791,999	US	1/31/97	Andrx Pharmaceuticals, LLC
6,106,862	09/132,796	US	8/13/98	Andrx Pharmaceuticals, LLC
6,177,102	09/452,444	US	12/2/99	Andrx Pharmaceuticals, LLC
5,916,595	08/989,253	US	12/12/97	Andrx Labs, LLC
	2,315,329	CAN	6/9/00	Andrx Labs, LLC
	98960752.8	EPO	12/4/98	Andrx Labs, LLC
	2000-538675	JAPAN	6/12/00	Andrx Labs, LLC
737,962	16275/99	AUST	12/4/98	Andrx Labs, LLC
	2000-538675	JAP	6/12/00	Andrx Labs, LLC
6,096,340	08/970,489	US	11/14/97	Andrx Pharmaceuticals, LLC
	99/24195	JAPAN	5/15/00	Andrx Pharmaceuticals, LLC
	98958558.3	EPO	11/13/98	Andrx Pharmaceuticals, LLC
748,445	14578/99	AUST	11/13/98	Andrx Pharmaceuticals, LLC
6,197,347	09/106,609	US	6/29/98	Andrx Pharmaceuticals, LLC
6,238,703	09/637,404	US	8/11/00	Andrx Pharmaceuticals, LLC
	10/183,776	US	6/27/02	Andrx Pharmaceuticals, LLC
6,210,716	09/259,133	US	2/26/99	Andrx Pharmaceuticals, LLC
	00908780.0	EPO	2/24/00	Andrx Pharmaceuticals, LLC
	(PCT/US00/04636)	JAPAN	2/24/00	Andrx Pharmaceuticals, LLC
	30058/00	AUST	2/24/00	Andrx Pharmaceuticals, LLC
	2363168	CAN	2/24/00	Andrx Pharmaceuticals, LLC
6,485,748	08/990,129	US	12/12/97	Andrx Pharmaceuticals, LLC
6,174,548	09/143,167	US	8/28/98	Andrx Pharmaceuticals, LLC
	2,251,430	CAN	10/21/98	Andrx Pharmaceuticals, LLC
6,156,342	09/084,622	US	5/26/98	Andrx Pharmaceuticals, LLC
6,099,859	09/045,330	US	3/20/98	Andrx Labs, LLC
99,912,705	99912705.3	EPO	3/19/99	Andrx Labs, LLC
313	739226	AUST	9/22/00	Andrx Labs, LLC
	2,324,493	CAN	9/19/00	Andrx Labs, LLC
1037963A	99806434.3	CHINA	9/20/00	Andrx Labs, LLC
	(PCT/US99/06024)	JAPAN	9/20/00	Andrx Labs, LLC
	(PCT/US99/06024)	KOREA	9/20/00	Andrx Labs, LLC
	01108559.5	HK	9/20/00	Andrx Labs, LLC
6,495,162	10/016,556	US	11/1/01	Andrx Labs, LLC
6,099,862	09/143,876	US	8/31/98	Andrx Labs, LLC
Publ No. 1107763	99945371.5	EPO	8/31/99	Andrx Labs, LLC
749,550	57979/99	AUST	8/31/99	Andrx Labs, LLC
	99945371.5	HK	12/19/01	Andrx Labs, LLC
	10/2001/7002583	KOREA	5/29/01	Andrx Labs, LLC
	(PCT/US99/19978)	JAPAN	2/28/01	Andrx Labs, LLC
	2,341,908	CANADA	8/31/99	Andrx Labs, LLC
6,284,275	09/590,807	US	6/9/00	Andrx Labs, LLC
US2001/007681	09/119,323	US	7/20/98	Andrx Pharmaceuticals, LLC
	2,338,070	CANADA	7/16/99	Andrx Pharmaceuticals, LLC
6,270,805	09/187,319	US	11/6/98	Andrx Pharmaceuticals, LLC
	99957493.2	EPO	11/1/99	Andrx Pharmaceuticals, LLC
		NZEA	11/1/99	Andrx Pharmaceuticals, LLC

PAT. NO.	SN	CTRY	FILING DATE	Owner
	15186/00	AUST	11/1/99	Andrx Pharmaceuticals, LLC
36,403	2,349,696	CANADA	11/1/99	Andrx Pharmaceuticals, LLC
	09/706,624	US	11/6/00	Andrx Pharmaceuticals, LLC
	10/244,452	US	9/16/02	Andrx Pharmaceuticals, LLC
Publ No 1107735	09/763,831	US	7/11/01	Andrx Pharmaceuticals, LLC
	99945317.8	EPO	8/27/99	Andrx Pharmaceuticals, LLC
	57937/99	AUST	8/27/99	Andrx Pharmaceuticals, LLC
	2,342,209	CANADA	8/27/99	Andrx Pharmaceuticals, LLC
	510231	NZEA	8/27/99	Andrx Pharmaceuticals, LLC
	(PCT/US99/19847)	HK	8/27/99	Andrx Pharmaceuticals, LLC
	(PCT/US99/19847)	KOREA	8/27/99	Andrx Pharmaceuticals, LLC
6,077,541	(PCT/US99/19847)	ITALY	8/27/99	Andrx Pharmaceuticals, LLC
	09/335,575	US	6/18/99	Andrx Pharmaceuticals, LLC
	10/109,408	US	3/28/02	Andrx Pharmaceuticals, LLC
	09/607,293	US	6/30/00	Andrx Pharmaceuticals, LLC
	10/279,622	US	10/23/02	Andrx Pharmaceuticals, LLC
	10/301,474	US	11/21/02	Andrx Pharmaceuticals, LLC
	09/905,690	US	2/8/01	Andrx Pharmaceuticals, LLC
	09/905,712	US	2/8/01	Andrx Pharmaceuticals, LLC
	10/071,257	US	2/8/02	Andrx Pharmaceuticals, LLC
	WO 02/062299	PCT	2/8/02	Andrx Pharmaceuticals, LLC
	10/183,771	US	6/27/02	Andrx Pharmaceuticals, LLC
	10/291,103	US	11/8/02	Andrx Pharmaceuticals, LLC
	02/17713	PCT	6/02	Andrx Pharmaceuticals, LLC
	02/17589	PCT	6/02	Andrx Pharmaceuticals, LLC
Pub 2002/0115718	09/785,069	US	2/16/01	Andrx Labs, LLC
	02/05714	PCT	2/14/02	Andrx Labs, LLC
	09/435,576	US	11/8/99	Andrx Labs, LLC
	00/30415	CAN	5/7/02	Andrx Labs, LLC
	10085183.5	DE	11/3/00	Andrx Labs, LLC
	518770	NZEA	5/7/02	Andrx Labs, LLC
2,371,748	App No 0210619.3	UK	5/9/02	Andrx Labs, LLC
	149524	IL	5/7/02	Andrx Labs, LLC
	09/659,222	US	9/11/00	Andrx Labs, LLC
	01/28331	PCT	9/10/01	Andrx Labs, LLC
	09/705,630	US	11/3/00	Andrx Labs, LLC
WO 02/36100	01/48306	PCT	10/30/01	Andrx Labs, LLC
2002/0156066	09/785,040	US	2/16/01	Andrx Pharmaceuticals, LLC
WO 02/069888	02/04401	PCT	2/14/02	Andrx Pharmaceuticals, LLC
	09/705,625	US	11/3/00	Andrx Labs, LLC
	10/101,438	US	3/18/02	Andrx Pharmaceuticals, LLC
	02/08306	PCT	3/18/02	Andrx Pharmaceuticals, LLC
	09/950,536	US	9/10/01	Andrx Labs, LLC
	60/382,652	US	5/23/02	Andrx Labs, LLC
	09/726,193	US	11/29/00	Andrx Pharmaceuticals, LLC
	09/970,049	US	10/2/01	Andrx Pharmaceuticals, LLC
	10/040,251	US	10/23/01	Andrx Pharmaceuticals, LLC
	60/388,704	US	6/14/02	Andrx Pharmaceuticals, LLC
	10/067,593	US	2/5/02	Andrx Labs, LLC
	02/03256	PCT	2/5/02	Andrx Labs, LLC
	09/704,554	US	11/3/00	Andrx Labs, LLC
	26219/01	AUST	5/3/02	Andrx Labs, LLC
	00/41841	CA	5/3/02	Andrx Labs, LLC
	00989757.0	EPO	5/3/02	Andrx Labs, LLC
	518822	NZEA	5/3/02	Andrx Labs, LLC

PAT. NO.	SN	CTRY	FILING DATE	Owner
	09/597206	US	6/20/00	Andrx Pharmaceuticals, LLC
	60/344,904	US	12/31/01	Andrx Pharmaceuticals, LLC
	60/412181	US	9/20/02	Andrx Labs, LLC
	60/412180	US	9/20/02	Andrx Labs, LLC
	09/121,596	US	7/24/1998	CYBEAR
	09/201,107	US	11/30/1998	CYBEAR
	9702723	MEX	4/14/1997	CYBEAR
	8-514835	JAP	10/27/1995	CYBEAR
US Pub No. 20020042726	09/941,681	US	8/30/2001	CYBEAR
	09/941,841	US	8/30/2001	CYBEAR
US Pub No. 20020042725	09/941,682	US	8/30/2001	CYBEAR
5,737,539		US	10/28/94	CYBEAR
5,845,255	08/942372	US	10/2/97	CYBEAR
	60/402069	US	8/9/02	CYBEAR
Endo Pharmaceuticals Patents Licensed by Andrx Pharmaceuticals				
5,955,475	08/885,068	US	6/30/1997	
6,168,805	09/074,355	US	5/7/1998	
Childrens Medical Center patents licensed to Andrx Pharmaceuticals				
6,080,778		US		
6,440,387		US		

TRADEMARKS held by Andrx Corporation or its subsidiaries

MARK	SERIAL OR REGISTRATION NUMBER	REG DATE	FILING DATE	OWNER	Comment
"A" design plus words	Reg. 2545972 SN 75/924896	3/12/02	2/22/00	Andrx Corporation	
"A" design plus words	Reg. 2,647,875 75/924898		2/22/00	Andrx Corporation	
"A" word mark	76/117581		8/29/00	Andrx Pharmaceuticals, LLC	
Altacor	78/040443		12/22/00	Andrx Labs, LLC	Opposition pend.
Altacor XL (UK)	2304116		6/28/02	Andrx Pharmaceuticals, LLC	
Altoscot	78/176032		10/18/02	Andrx Labs, LLC	
Altovance	78/066682		5/31/01	Andrx Labs, LLC	
Anda Connect	76/303352		8/22/01	Anda, Inc.	
Andanet	Reg. 2178198 SN 75/284040	8/4/98	4/30/97	Anda, Inc.	
Anda Pass-Thru	78/152449		8/8/02	Anda, Inc.	
Anda Quality Checklist	78/022505		8/23/00	Anda, Inc.	
Andazole	78/136539		6/18/02	Andrx Pharmaceuticals, LLC	
Andrx design plus words	75/924899		2/22/00	Andrx Corp.	
Andrx design plus words	Reg. 2535613 SN 75/924897	2/5/02	2/22/00	Andrx Corp.	
ANDRX typed drawing	78/064163		5/17/01	Andrx Corp	
ANDRX typed drawing	78/064165		5/17/01	Andrx Corp	
Anexsia	Reg. 0554402 SN 71/587879	2/5/52	11/16/49	Inc. Licensed from Mallinckrodt,	
Averix	78/162855		9/11/02	Anda, Inc.	
CARBOBID	Reg. 1763584 SN 74/019643	4/6/93	1/16/90	Andrx Laboratories, Inc.	
Cardacor	78/041661		1/4/01	Andrx Pharmaceuticals, LLC	
Cardacor XT	78/041597		1/3/01	Andrx Pharmaceuticals, LLC	

Cartia XT	Reg. 2365155 SN 75/508881	7/4/00	6/25/98	Andrx Pharmaceuticals, LLC
Codrix	78/126855		5/7/02	Andrx Pharmaceuticals, LLC
Codrix	78/126858		5/7/02	Andrx Pharmaceuticals, LLC
CTEX Pharmaceuticals, Inc	Reg. 2210706 SN 75/359590	12/15/98	9/19/97	Andrx Laboratories, Inc.
Cybear	Reg. 2146777 SN 75/200610	3/24/98	11/19/96	Cybear, LLC
Cybear	Reg. 2146776 SN 75/200609	3/24/98	11/19/96	Cybear, LLC
Cybear bear design	Reg. 2440719 SN 75/924892	4/3/01	2/22/00	Cybear, LLC
Cybear bear design & words	75/924893		2/22/00	Cybear, LLC
Cybear design and words	75/924894		2/22/00	Cybear, LLC
Cybear design and words	75/924895		2/22/00	Cybear, LLC
Cyclafem 1/35	78/169349		9/30/02	Anda, Inc.
Cyclafem 777	78/169319		9/30/02	Anda, Inc.
Deprovex	78/049285		2/20/01	Andrx Pharmaceuticals, LLC
Deprovex	78/049291		2/20/01	Andrx Pharmaceuticals, LLC
Dilita XT	Reg. 2184954 SN 75/226586	8/25/98	1/16/97	Andrx Pharmaceuticals, LLC
Ditommet	78/115670		3/18/02	Andrx Labs, LLC
Dolgitc	76/253291		5/7/01	Andrx Laboratories, Inc.
DPHS	78/057726		4/10/01	Andrx Pharm.
DYNEX	Reg. 2490195 SN 75/894630	9/18/01	1/7/00	CTEX Pharmaceuticals, Inc.
EHS	78/016745		7/14/00	Anda, Inc.
Embrex	76/068115		6/12/00	Andrx Laboratories, Inc.
ENTEX	Reg. 0888938 SN 72/320020	4/7/70	2/25/69	Andrx Laboratories, Inc.
Format	78/115596		3/18/02	Andrx Labs, LLC
Fortamet	78/115656		3/18/02	Andrx Labs, LLC
Gasen	78/116587		3/21/02	Andrx Labs, LLC
GMHS	78/056673		4/4/01	Andrx Pharmaceuticals, LLC
HALO Design	75/886485		1/4/00	Cybear, LLC

Opposition pend

Helping Hearts	78/110420		2/22/02	Andrx Labs, LLC
I Succeed	78/080283		8/21/01	Andrx Laboratories
Losenta	78/169355		9/30/02	Anda, Inc.
MD Direct	Reg. 2,126,090 SN 75/025283	12/30/97	11/28/95	Cybear, LLC
Medical Messenger	Reg. 2,523,175 SN 75/730001	12/25/01	7/8/99	Cybear, LLC
Medicensus (Canada)	1,066,418			Cybear, LLC
Mediconsult & Design	75/866804		12/8/99	Cybear, LLC
Mediconsult.com	Reg. 2,119,312	12/9/97	8/27/96	Cybear, LLC
Mediconsult.com & Design	Reg. 2,138,556	2/24/98	12/16/96	Cybear, LLC
MediConX (Stylized)	76/055212		5/24/00	Cybear, LLC
MyDoctor.com	75/886484		1/4/00	Cybear, LLC
Nutri-Bites	78/017032		7/17/00	Anda, Inc.
Ometra	78/137082		6/19/02	Andrx Pharmaceuticals, LLC
Panda Bear Design	Reg. 1889574 SN 74/394357	4/18/95	5/25/93	Anda, Inc.
Peltab	78/056019		3/30/01	Andrx Pharmaceuticals, LLC
Physicians' Online	Reg. 1945952 SN 74/249381	1/2/96	2/25/92	Cybear, LLC
Physicians' Online & desi	Reg. 721353 5904 95 RM	7/29/97	12/19/95	Cybear, LLC
Physicians' Online & desi	Reg. 2352119 SN 74/441890	5/23/00	9/30/93	Cybear, LLC
Physicians' Online & desi	75/886425		1/4/00	Cybear, LLC
POL (Canada)	1,053,368		3/31/00	Cybear, LLC

POL	Reg. 00140996 001064682	12/12/98	4/1/96 Cybear, LLC	
Portab	78/056288		4/2/01 Andrx Pharmaceuticals, LLC	
PPDS	78/055951		3/30/01 Andrx Pharmaceuticals, LLC	
Previtem	78/181495		11/4/02 Anda, Inc.	
	Reg. 2579642 SN 75/894629	6/11/02	1/7/00 Andrx Laboratories, Inc.	
Procet	78/140857		7/2/02 Andrx Pharmaceuticals, LLC	
Promez	78/137134		6/19/02 Andrx Pharmaceuticals, LLC	
Protia	78/137561		6/21/02 Anda, Inc.	
Qualacare	78/162865		9/11/02 Anda, Inc.	
Quatrimine	78/162846		9/11/02 Anda, Inc.	
Quatrol	78/090701		10/29/01 Anda, Inc.	
Restorex	76/336174		11/9/01 Anda, Inc.	
Restorex	75/810171		10/19/99 Anda, Inc.	
Restorex	75/810320		10/20/99 Anda, Inc.	
Restorex	75/935039		2/15/00 Cybear, LLC	Action Suspended
RX.Cybear				
Science and Nature - A Combination You Can Trust	Reg. 2589096 75/820468		11/2/99 Anda, Inc.	
Science and Nature - A Combination You Can Trust	75/820463		11/2/99 Anda, Inc.	
SCOT	78/056507		4/3/01 Andrx Pharmaceuticals, LLC	Opposition pend
SMHS	78/056025		3/30/01 Andrx Pharmaceuticals, LLC	
SPDS	78/056671		4/4/01 Andrx Pharmaceuticals, LLC	
STDS	78/057408		4/9/01 Andrx Pharmaceuticals, LLC	
Stradia	78/116567		3/21/02 Andrx Labs, LLC	
Tazia XT	75/870213		12/22/99 Andrx Pharmaceuticals, LLC	
Tri-Previtem	78/181501		11/4/02 Anda, Inc.	
VipConnect	78/137545		6/21/02 Anda, Inc.	
You've Got Prescriptions	75/681990		4/16/99 Cybear, LLC	
Zinix	78/112707		3/5/02 Andrx Pharmaceuticals, LLC	
Zynix	78/049295		2/20/01 Andrx Pharmaceuticals, LLC	
Zypro	78/049301		2/20/01 Andrx Corp	Action Suspended

Domain Names held by Andrx Corporation or its subsidiaries

altocor.com
altocor.net
anda.net
andaconnect.com
andaconnect.net
andaconsumerproducts.com
andaconsumerproducts.net
andameds.com
andameds.net
andanet.com
andanet.net
andapharmaceuticals.com
andapharmaceuticals.net
andapharmaceuticals.org
andrx.com
andrx.net
andrxlaboratories.com
andrxlabs.com
andrxlabs.net
diltia.com
diltiaxt.com
vippharm.com
cybear.com
druginfo.com
mdadvantage.com
mdadvantage.net
mdadvantage.org
mddirect.com
mdinc.net
medibooks.com
mediconsult.com
mediconsultinc.com
medmd.org
mydoctor.com
myrxnet.com
pharminfo.com
pharminfonet.com
po.com
pol.net
polcanada.com
polcanada.net
polcanada.org
polcare.net
polcare.org
polhealth.net
polpractice.com
polpractice.net
polpractice.org
thefamilymd.com
thevirtualrep.com