

05-07-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

5-6-03

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

1. Name of conveying party(ies):

Alpharma, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 11, 2003

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 North Tyron Street

City: Charlotte State: NC Zip: 28255

- 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

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1,161,593

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Tamara Hrivnak

Name of Person Signing

Signature

May 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

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TRADEMARK REEL: 002726 FRAME: 0758

OFFICE OF PUBLIC RECORDS MAY - 6 AM 11:24 FINANCE SECTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated as of April 11, 2003, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Bank of America, N.A. ("*Bank of America*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Alpharma Inc., Alpharma Operating Corporation (the "*Company*"), and Alpharma USPD Inc., a Maryland corporation ("*Alpharma USPD*", and together with the Company, the "*Borrowers*" and individually, a "*Borrower*") have each entered into a Credit Agreement dated as of October 5, 2001, as amended by Amendment No. 1 dated as of December 16, 2002 and Amendment No. 2 dated as of April 3, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated October 5, 2001 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated October 5, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Confirmation of Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The trademark and service mark registrations and applications for registration thereof set forth in Schedule A hereto (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid

security interest may not be taken in such an intent-to-use trademark application under applicable law), together with the goodwill symbolized thereby (the "**Trademarks**");

(ii) All reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexamination of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of or arising from any of the foregoing.

Section 2. Supplement to Security Agreement and IP Security Agreement.

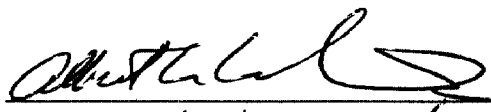
Schedule IV to the Security Agreement is effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

Section 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALPHARMA INC.

By 
Name: *Albert N. Marchio II*
Title: *VP, Treasurer*

One Executive Drive
Fort Lee, New Jersey 07024
Attention: Chief Financial Officer

SCHEDULE A

TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	OWNER	STATUS
BIO-COX	1161593	7/21/81	73/218,715	ALPHARMA INC.	Registered