TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bay City Capital Fund III, L.P.		112/23/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Reliant Pharmaceuticals, LLC
Street Address:	110 Allen Road
City:	Liberty Corner
State/Country:	NEW JERSEY
Postal Code:	07938
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78172324	INNOPRAN XL
Serial Number:	78169931	INPRAN XL
Serial Number:	78169911	INNPRAN XL
Serial Number:	78113058	BETADUR
Serial Number:	78111782	AXISUR
Serial Number:	78111770	SUPRESID
Registration Number:	2551682	RELIANT PHARMACEUTICALS
Registration Number:	2669624	RELIANT PHARMACEUTICALS
Registration Number:	2664070	R
Registration Number:	2481169	
Registration Number:	1413953	DYNACIRC
Registration Number:	1480436	
Registration Number:	1504573	DYNACIRC
Registration Number:	1687539	DYNACIRC CR
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Registration Number:	1415563	AXID	
Registration Number:	2028868	LIVING WITH GERD	
Registration Number:	2030167	LIVING WITH GERD	

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 876-7700

Email: matthew.walch@lw.com

Correspondent Name: Matthew W. Walch

Address Line 1: 233 S. Wacker Dr., Suite 5800 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	029203-0020
ALL DOUGLET HOMBER	020200 0020

NAME OF SUBMITTER: Thomas J. Buettner

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 23, 2003 (this "Release"), is executed by The Bay City Capital Fund III, L.P., a Delaware limited partnership in its capacity as collateral agent ("Collateral Agent"), in favor of Reliant Pharmaceuticals, LLC, a Delaware limited liability company ("Borrower"). Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Credit Agreement, dated as of November 13, 2002 (as amended, the "Credit Agreement"), among Borrower and the lenders identified therein (the "Lenders").

WHEREAS, pursuant to that certain Amended and Restated Collateral Agency Agreement, dated as of November 13, 2002, the Collateral Agent has been appointed as the collateral agent for the Lenders;

WHEREAS, Collateral Agent and Borrower are parties to that certain Amended and Restated Trademark Security Agreement, dated as of November 13, 2002, and that certain Supplemental Trademark Security Agreement, dated as of March 11, 2003 (collectively, the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted the Collateral Agent, for the ratable benefit of the Lenders, a first priority security interest in, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement), which included, without limitation, the trademarks listed on <u>Schedule A</u> attached hereto as security for certain obligations of Borrower to the Lenders (the "**Obligations**");

WHEREAS, Collateral Agent recorded the Trademark Security Agreement on April 30, 2003 at Reel 2722, Frame 0323 in the United States Patent and Trademark Office; and

WHEREAS, pursuant to that certain Agreement Relating to Credit Documents, dated as of December 23, 2003, among Borrower and the Lenders, Borrower has satisfied all of the Obligations and Collateral Agent has agreed to release its security interests in the Trademark Collateral.

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

- 1. <u>Termination and Release of Liens</u>. Collateral Agent hereby fully releases and terminates its security interests in and liens in all of Borrower's right, title and interest in, to and under the Trademark Collateral, including, without limitation:
- (a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all

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- (b) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Patent Collateral or of any license with respect thereto.
- 2. <u>Further Assurances</u>. Collateral Agent further agrees, at the sole cost and expense of Borrower, to perform all necessary acts to affect the release and termination of its security interests and liens in the Patent Collateral, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.
- 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws of such state (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered as of the day and year first above written.

THE BAY CITY CAPITAL FUND III, L.P., as Collateral Agent

By: Bay City Capital Management III, LLC

Its: General Partner

By:

Name:
Title:

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RELEASE OF SECRITY INTEREST IN TRADEMARKS

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
RELIANT PHARMACEUTICALS	2551682	March 26, 2002
RELIANT PHARMACEUTICALS	2669624	December 31, 2002
R (and Design)	2664070	December 17, 2002
(Design only)	2481169	August 28, 2001
DYNACIRC	1413953	October 21, 1986
(Design only)	1480436	March 15, 1988
DYNACIRC (Stylized)	1504573	September 20, 1988
DYNACIRC CR	1687539	May 19, 1992
AXID	1415563	November 4, 1986
LIVING WITH GERD	2028868	January 7, 1997
LIVING WITH GERD (and Design)	2030167	January 14, 1997

TRADEMARK APPLICATIONS

<u>Mark</u>	Serial Number	Filing Date
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

TRADEMARK 203-0033
REEL: 002788 FRAME: 0641

RECORDED: 02/05/2004