

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELI LILLY AND COMPANY		04/01/2004	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	King Pharmaceuticals, Inc.		
Street Address:	501 Fifth Street		
City:	Bristol		
State/Country:	TENNESSEE		
Postal Code:	37620		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	578347	TAPAZOLE	
CORRESPONDENCE DATA			
Fax Number:	(617)439-4170		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-439-4444		
Email:	trademark@EdwardsAngell.com		
Correspondent Name:	Edwards & Angell,LLP		
Address Line 1:	101 Federal Street, P.O. Box 55874		
Address Line 4:	Boston, MASSACHUSETTS 02205		
ATTORNEY DOCKET NUMBER:	46453/57721		
NAME OF SUBMITTER:	Linda M. Buckley (Reg. No. 31,003)		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made entered into as of April 1, 2004 by ELI LILLY AND COMPANY, corporation with its principal office at Lilly Corporate Center, Indianapolis, Indiana 46285 ("Lilly").

WITNESSETH:

WHEREAS, Lilly is the owner of the entire right, title and interest in and to the trademark, Tapazole® (U.S. Trademark Registration No. 578,347), and any and all goodwill associated therewith (the "Trademark"): and

WHEREAS, Lilly and King Pharmaceuticals, Inc. corporation with offices located at 501 Fifth Street, Bristol, TN 37620 ("King") have entered into a letter agreement of even date herewith pursuant to which Lilly has agreed to assign, transfer and convey to King all of Lilly's right, title and interest in and to the Trademark and any and all goodwill associated therewith.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) to it in hand paid by King and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lilly hereby sells, assigns, transfers and conveys unto King, and its successors and assigns, all of Lilly's right, title and interest in and to the Trademark, its U.S. Registration No. 578,347, all variances thereof and logos used in connection therewith, and all registrations with respect thereto, and in and to any and all goodwill symbolized by said Trademark and the business associated therewith and the right to sue and recover damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by King and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Lilly had this sale and assignment not been made.

Lilly covenants and agrees that it will, without charge to King whenever so requested by King, execute such other documents and take such other acts as may be necessary for vesting in King the full benefit of all of the rights and premises hereby assigned.

The Commissioner of Patents and Trademarks is requested to issue the Certificate of Registration for the Trademark to King.

IN WITNESS WHEREOF, Lilly has caused this Trademark Assignment to be duly executed in its corporate name by its duly authorized officer as of the day and year first above written.

ELI LILLY AND COMPANY

By: Amy E. Hamilton
Name: Amy E. Hamilton
Title: Deputy General Patent Counsel

STATE OF INDIANA)
) ss.
COUNTY OF Mauion)

Before me, notary public in and said County and State, personally appeared Amy E. Hamilton, the Deputy General Counsel of ELI LILLY AND COMPANY, who acknowledge that he signed the foregoing Trademark Assignment as the duly authorized officer of said corporation and that the same was its free corporate act and deed and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, date this 14 day of April, 2004.

S. Carolyn Owsley
Notary Public

My Commission Expires: June 28, 2010