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



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U.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): Reliant Pharmaceuticals, Inc. 110 Allen Road Liberty Corner, NJ 07938 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Credit Suisse First Boston Internal Address: Attention: Agency Group Street Address: 11 Madison Avenue City: New York State: NY Zip: 10010 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: September 3, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See list attached B. Trademark Registration No.(s) See list attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christina McClure Internal Address: Street Address: Latham & Watkins 233 S. Wacker Drive, Suite 5800 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 23 7. Total fee (37 CFR 3.41): \$ 590.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Handwritten: Fee 01/04)

DO NOT USE THIS SPACE

9. Signature. Christina McClure Name of Person Signing [Signature] Signature September 3, 2004 Date [7] Total number of pages including cover sheet, attachments, and document:

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

Attachment to Trademarks Recordation Form Cover Sheet

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

A. Trademark application No.(s)

78375353
78213873
78213858
78211217
78172324
78169931
78169911
78113058
78113056
78111782
78111770
76502316

B. Trademark Registration No.(s)

76107614
75888001
75888000
75516493
75055940
75055938
74162689
73710943
73676720
73591689
73593337

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 3rd day of September, 2004 (the "Agreement").

By and among:

The Company (as defined herein),
Grantors (as defined herein)
-and-
Collateral Agent (as defined herein)

WHEREAS, in accordance with the **PLEDGE AND SECURITY AGREEMENT** dated as of September 3, 2004 (the "**Pledge and Security Agreement**"), among Reliant Pharmaceuticals, Inc. (the "**Company**") or any Additional Grantor (each, a "**Grantor**"), and Credit Suisse First Boston ("**CSFB**"), acting through its Cayman Islands branch, as collateral agent for the Secured Parties (together with its permitted successors in such capacity as the collateral agent, the "**Collateral Agent**") and with reference to that certain Credit Agreement, dated as of September 3, 2004 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Company, the lenders party thereto from time to time (the "**Lenders**"), Goldman Sachs Credit Partners L.P., as joint Lead Arranger and Syndication Agent, and CSFB, as joint Lead Arranger, Administrative Agent and as Collateral Agent, the Grantors have agreed to grant to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

- A. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Pledge and Security Agreement. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the registered United States trademarks and pending United States trademark applications listed on Schedule I.


- B. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to every Grantor, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the Trademarks.
- C. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations and does not create an ownership interest of the Collateral Agent in the Trademarks. Upon termination of the Pledge and Security Agreement, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantors or a Grantor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited

to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

- D. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference.
- E. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RELIANT PHARMACEUTICALS, INC.

By: 
Name: A STEVEN FRANKHAK
Title: VICE PRESIDENT, FINANCE

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as the Collateral Agent

By: _____
Name:
Title:

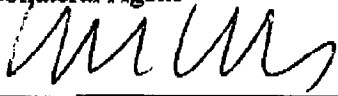
By: _____
Name:
Title:

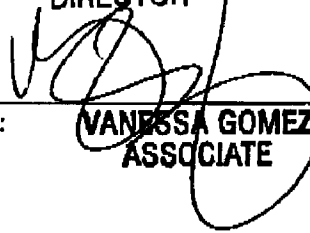
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RELIANT PHARMACEUTICALS, INC.

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON,
acting through its Cayman Islands branch,
as the Collateral Agent

By: 
Name: **ROBERT HETU**
Title: **DIRECTOR**

By: 
Name: **VANESSA GOMEZ**
Title: **ASSOCIATE**

SCHEDULE I
TRADEMARKS

<u>Registered US Trademark Serial Number</u>	<u>Name of Trademark</u>
76107614	R [logo]
75888001	Reliant Pharmaceuticals
75888000	Reliant Pharmaceuticals
75516493	[capsule design]
75055940	Living With GERD [logo]
75055938	Living With GERD
74162689	DynaCirc CR
73710943	DynaCirc [logo]
73676720	[logo design]
73591689	DynaCirc
73593337	Axid
<u>US Trademark Application Serial Number</u>	<u>Name of Trademark Applied For</u>
78375353	PM Dose AM Peak
78213873	FenoCor
78213858	It's Not About Time. . .It's About Timing
78211217	InnoPran XL Propranolol HCl
78172324	InnoPran XL
78169931	Inpran XL
78169911	Innpran XL
78113058	Betadur
78113056	Vasopran
78111782	Axisur
78111770	Supresid
76502316	Victor