

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment and Assumption Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Pharmaceutical, Inc.		12/31/2002	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Jones Pharma Incorporated
Street Address:	501 Cumberland Street, Suite 200
City:	Bristol
State/Country:	VIRGINIA
Postal Code:	24210
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1812659	ALTACE
Registration Number:	1020307	SILVADENE
Registration Number:	926416	SILVADENE
Registration Number:	1040408	CORGARD
Registration Number:	2639632	FLORINEF
Registration Number:	619356	DELESTROGEN
Registration Number:	1170890	CORZIDE
Serial Number:	76412469	PREFEST

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

OP \$215.00 1812659

ATTORNEY DOCKET NUMBER:

46453/56705

NAME OF SUBMITTER:

Linda M. Buckley (Reg. No. 31,003)

Total Attachments: 3

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment Agreement, effective as of the 31<sup>st</sup> day of December, 2002 (the "Effective Date"), is made between KING PHARMACEUTICALS, INC. ("KING" or "ASSIGNOR"), a Tennessee corporation, and JONES PHARMA INCORPORATED ("JONES PHARMA" or "ASSIGNEE"), a Delaware corporation.

### WITNESSETH

WHEREAS, Assignor desires to sell, assign, convey, transfer and deliver to Assignee as a contribution to capital, all of Assignor's right, title and interest in and to the intellectual property owned or licensed by Assignor, as more specifically described in the attached **Schedule A**, which property shall be hereinafter referred to as the "Contributed Assets".

WHEREAS, Assignor agrees to assign to Assignee, and does hereby assign to Assignee, and Assignee agrees to assume and to pay, satisfy and discharge, all of the debts, obligations and liabilities of all kinds and descriptions of Assignor associated with or arising out of the ownership, licensing or operation of the Contributed Assets which are hereinafter referred to as the "Assumed Obligations".

NOW, THEREFORE, Assignor and Assignee, hereinafter collectively referred to as "the parties", hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee the Contributed Assets, and all right, title and interest of Assignor therein, and agrees to take any additional actions necessary to accomplish the same.
  
2. Assignee hereby assumes, undertakes and agrees to discharge all of the Assumed Obligations.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed as of the date set forth above.

**KING PHARMACEUTICALS, INC.**

By: *John Bellamy*  
Name: John Bellamy  
Title: EVP + GC

**JONES PHARMA INCORPORATED**

By: *John Bellamy*  
Name: John Bellamy  
Title: EVP + GC

STATE OF TENNESSEE

COUNTY OF SULLIVAN

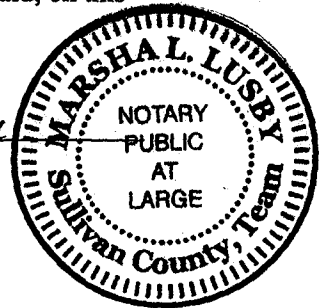
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JOHN A.A. BELLAMY, with whom I am personally acquainted, and who, upon oath, acknowledged that he is the EVP + GENERAL COUNSEL of **KING PHARMACEUTICALS, INC.**, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him as such officer, by authority duly given.

WITNESS my hand and official seal, at office in the State and County aforesaid, on this 24th day of AUGUST, 2004.

*Marsha L. Lusby*  
NOTARY PUBLIC

My commission expires:

January 5, 2005



# Schedule A

## Intellectual Property

Assigned to Jones Pharma Incorporated, effective December 31, 2002:

1. Patents and Applications Concerning Altace:

U.S. Patent No. 4,587,258  
U.S. Patent No. 5,061,722  
U.S. Patent No. 5,403,856  
U.S. Patent Application No. 60/433,845  
U.S. Patent Application No. 10/283,520  
U.S. Patent Application No. 10/273,814

2. Patents and Applications Concerning Prefest:

U.S. Patent No. 5,108,995  
U.S. Patent No. 5,256,421  
U.S. Patent No. 5,276,022  
U.S. Patent No. 5,382,573  
U.S. Patent No. 5,422,119  
U.S. Patent No. 5,585,370  
U.S. Patent Application No. 10/134,455

3. Trademarks, Registered and Pending Registration:

ALTACE	1,812,659
SILVADENE	1,020,307
SILVADENE	926,416
CORGARD	1,040,408
FLORINEF	2,639,632
DELESTROGEN	619,356
CORZIDE	1,170,890
PREFEST	Serial Number 76/412,469