

4/10/03

06-16-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼



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

102768390

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

RE
6/19/04

1. Name of conveying party(ies):

ANDRX PHARMACEUTICALS, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Supplemental Patent and Trademark Security Agreement
- Merger
- Change of Name

Execution Date: November 7, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal Address: Fifth Floor

Street Address: 600 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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) None.

B. Trademark Registration No.(s) 2,764,784

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

2003 NOV 10 AM 9:37
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter
Name of Person Signing

Signature

11-7-03
Date

Total number of pages including cover sheet, attachments, and document: 12

11/13/2003 LNUELLER 00000198 2764784

01 FC:8521

40.00 OP

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

TRADEMARK
REEL: 002990 FRAME: 0342

11/10/03

11-14-2003

Form PTO-1594
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OMB No. 0651-0027 (exp. 6/30/2005)
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Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002990 FRAME: 0343

SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT

This Supplemental Patent and Trademark Security Agreement (the "Agreement"), is made as of the 7th day of November, 2003, by ANDA, INC., a Florida corporation, ANDRX LABS, LLC, a Delaware limited liability company, ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company, (collectively, "Grantors," and each, individually, a "Grantor"), in favor of BANK OF AMERICA, N.A., with an office at 600 Peachtree Street, NE, Fifth Floor, Atlanta, Georgia.

WITNESSETH:

WHEREAS, Grantors, certain of Grantors' Affiliates, and Agent are parties to that certain Patent and Trademark Security Agreement dated as of December 30, 2002 (the "Existing Patent and Trademark Security Agreement"); and

WHEREAS, in connection therewith, Grantors and Agent desire to supplement the Existing Patent and Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Existing Patent and Trademark Security Agreement, and further agree as follows:

1. Grant of Security Interest In Patent and Trademark Collateral. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent and Trademark Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Supplemental Schedule I attached hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Supplemental Schedule II attached hereto;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by each Patent, Patent License, Trademark and Trademark License; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any

Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (iii) injury to the goodwill associated with any Patent, Patent licensed under any Patent License, Trademark, or Trademark licensed under any Trademark License.

2. Amendment to Schedule I of Patent and Trademark Security Agreement. Schedule I of the Patent and Trademark Security Agreement is hereby supplemented by the Supplemental Schedule I attached hereto and incorporated herein by reference.

3. Amendment to Schedule II of Patent and Trademark Security Agreement. Schedule II of the Patent and Trademark Security Agreement is hereby supplemented by the Supplemental Schedule II attached hereto and incorporated herein by reference.

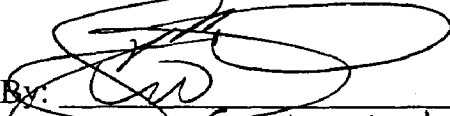
4. Incorporation of the Patent and Trademark Security Agreement. The Existing Patent and Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

5. Counterparts/Telecopy Signature. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart thereof.

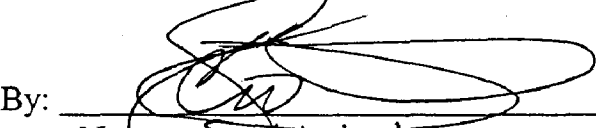
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

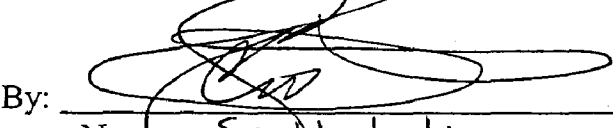
ANDRX LABS, LLC, a Delaware limited liability company

By: 
Name: Scott Lodin
Title: EVP of Andrx Corporation, Sole Member

ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company

By: 
Name: Scott Lodin
Title: EVP of Andrx Corporation, Sole Member

ANDA, INC., a Florida corporation

By: 
Name: Scott Lodin
Title: EVP

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Its Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Supplemental Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANDRX LABS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

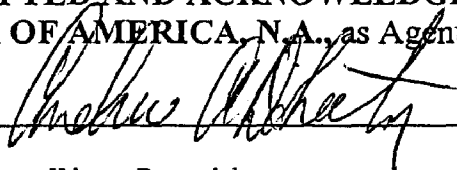
ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ANDA, INC., a Florida corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
BANK OF AMERICA, N.A., as Agent

By: 
Name: Vice President
Its Duly Authorized Signatory

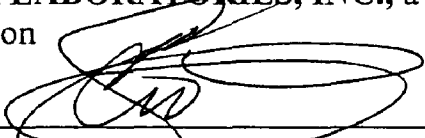
ACCEPTED AND ACKNOWLEDGED BY:
ANDRX CORPORATION, a Delaware corporation
as successor by merger to Andrx Corporation, a
Florida corporation

By: 

Name: Scott Lodin

Title: EVP

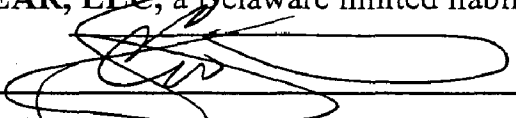
ACCEPTED AND ACKNOWLEDGED BY:
ANDRX LABORATORIES, INC., a Mississippi
corporation

By: 

Name: Scott Lodin

Title: EVP

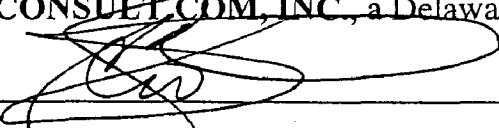
ACCEPTED AND ACKNOWLEDGED BY:
CYBEAR, LLC, a Delaware limited liability company

By: 

Name: Scott Lodin

Title: EVP of Anda, Inc., Sole Member

ACCEPTED AND ACKNOWLEDGED BY:
MEDICONSULT.COM, INC., a Delaware corporation

By: 

Name: Scott Lodin

Title: EVP

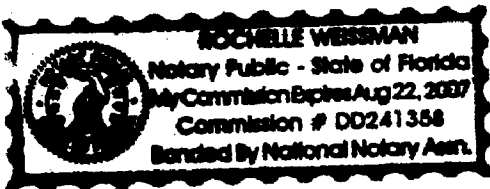
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida)
)
COUNTY OF Broward) ss.

On this 6th day of November, 2003, before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed this foregoing instrument on behalf of **ANDRX LABS, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of the sole member of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by it and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal}

Rochelle Weissman
Notary Public



ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida)
)
COUNTY OF Broward) ss.

On this 6th day of November, 2003, before me personally appeared Scott Lodin, proved to me on the basis of satisfactory evidence to be the person who executed this foregoing instrument on behalf of **ANDRX PHARMACEUTICALS, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of the sole member of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by it and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal}

Rochelle Weissman
Notary Public



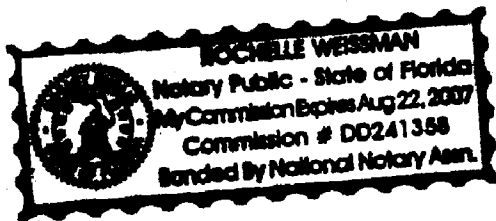
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{seal}

Lochelle Weisman
Notary Public



SUPPLEMENTAL SCHEDULE I

U.S. PATENTS

PATENT REGISTRATIONS			
Patent Number	Country	File Date	Owner
6,524,620	US	7/20/98	Andrx Pharmaceuticals, LLC
6,589,553	US	2/8/01	Andrx Pharmaceuticals, LLC
6,544,556	US	9/11/00	Andrx Labs, LLC
6,602,522	US	6/20/00	Andrx Pharmaceuticals, LLC

PATENT APPLICATIONS (PENDING)			
Serial Number	Country	File Date	Owner
60/457,475	US	3/25/03	Anda, Inc.
10/637,816	US	8/8/03	Anda, Inc.
60/442,337	US	1/24/03	Andrx Labs, LLC
10/465,702	US	6/19/03	Andrx Labs, LLC
10/603,254	US	6/25/03	Andrx Labs, LLC
10/664,803	US	9/19/03	Andrx Labs, LLC
10/442,692	US	5/29/03	Andrx Pharmaceuticals, LLC
10/337,444	US	1/7/03	Andrx Pharmaceuticals, LLC
10/335,767	US	1/2/03	Andrx Pharmaceuticals, LLC
60/478,975	US	6/16/03	Andrx Pharmaceuticals, LLC
10/617,456	US	7/11/03	Andrx Pharmaceuticals, LLC
10/634,321	US	8/4/03	Andrx Pharmaceuticals, LLC
60/509,237	US	10/7/03	Andrx Pharmaceuticals, LLC

SUPPLEMENTAL SCHEDULE II

U.S. TRADEMARKS

TRADEMARK REGISTRATIONS				
Mark	Serial or Registration Number	Registration Date	Filing Date	Owner
Stylized "A"	Reg. 2,764,784 (Ser. No. 76/117,581)	9/16/2003	8/29/2000	Andrx Pharmaceuticals, LLC

SUPPLEMENTAL SCHEDULE II

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