

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andrx Labs, LLC		03/28/2005	Limited Liability Company: DELAWARE
Andrx Pharmaceuticals, Inc.		03/28/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Pharmaceutical Corporation		
<b>Street Address:</b>	6195 Shiloh Road		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30005		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2911749	ALTOPREV	
Registration Number:	2929566	FORTAMET	
Serial Number:	78115596	FORMET	
Serial Number:	78176032	ALTOSCOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)602-9069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4048884057		
<b>Email:</b>	mgreene@hunton.com		
<b>Correspondent Name:</b>	Michael J. Greene		
<b>Address Line 1:</b>	600 Peachtree Street, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Michael J. Greene		

**CH \$115.00 2911749**

Signature:

/Michael J. Greene/

Date:

04/07/2005

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, dated March 28, 2005, is by and between Andrx Labs, LLC, a Delaware limited liability company, Andrx Pharmaceuticals, Inc., a Florida corporation (collectively, "**Assignor**"), and First Horizon Pharmaceutical Corporation, a Delaware corporation ("**Assignee**").

### RECITALS

A. Assignor is using or has adopted and used and is the sole and exclusive owner of the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("**Registered Trademarks**");

B. Assignor has intended to use in commerce in the United States certain of the trademarks and service marks also identified on Schedule A hereto which are the subject of pending applications for registration indicating that intention, but Assignor has not yet filed allegation of use under Section 1(c) or 1(d) of the Trademark Act; Assignor is assigning the marks in such intent to use applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060 ("**Intent to Use Trademarks**," together with the Registered Trademarks, are collectively the "**Marks**"); and

C. Assignee is acquiring the Marks, together with all of the goodwill of the business appurtenant thereto, from Assignor pursuant to the terms set forth in the Agreement to License and Purchase, dated March 2, 2005 ("**Agreement**"), to which Assignor and Assignee are parties, and on the terms and conditions more particularly set forth herein.

### AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. For and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer unto the Assignee, the entire, worldwide, right, title and interest in and to the Marks, whether statutory or at common law, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed and delivered as of the date first above written.

ANDRX LABS, LLC

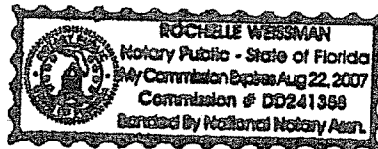
By: [Signature]  
Name: John M. Hanson  
Title:

State of Florida )  
County of Broward )

On this 24<sup>th</sup> day of March, 2005, before me personally came John M. Hanson to me known, who being by me duly sworn, did depose and say that he/~~she~~ is the Senior Vice President + Chief Financial Officer of Andrx Labs, LLC, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Board of Directors.

Rochelle Weissman  
Notary Public

My commission expires: 08/22/07



ANDRX PHARMACEUTICALS, INC.

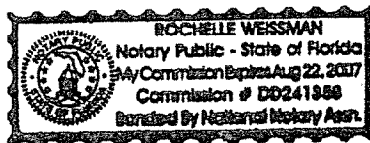
By: [Signature]  
Name:  
Title:

State of Florida )  
County of Broward )

On this 24<sup>th</sup> day of March, 2005, before me personally came John M. Hanson to me known, who being by me duly sworn, did depose and say that he/~~she~~ is the Senior Vice President + Chief Financial Officer of Andrx Pharmaceuticals, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Board of Directors.

Rochelle Weissman  
Notary Public

My commission expires: 08/22/07



AGREED and ACCEPTED:

FIRST HORIZON PHARMACEUTICAL  
CORPORATION

By: Patrick P. Fourreau  
Name: PATRICK FOURREAU  
Title: PRESIDENT / CEO

64464.000021 ATLANTA 55386/V3

TRADEMARK  
REEL: 003061 FRAME: 0719

**SCHEDULE A**

<b>Mark</b>	<b>Reg. No./Serial No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>	<b>Owner</b>
Altprev	Reg. 2,911,749 78/236,828	12/14/04	4/11/03	Andrx Labs, I.I.C, a Delaware LLC
Altprev (EU)	3875986	--	9/7/04	Andrx Labs, LLC, a Delaware LLC
Altoscot	78/176032	--	10/18/02	Andrx Labs, LLC, a Delaware LLC
Fortamet	Reg. 2,929,566 78/115656	3/1/05	3/18/02	Andrx Labs, LLC, a Delaware LLC
Formet	78/115596	--	3/18/02	Andrx Labs, LLC, a Delaware LLC
Fortamet (EU)	2990349	9/14/04	12/26/02	Andrx Pharmaceuticals, Inc.
Formet (EU)	2990398	11/12/04	12/26/02	Andrx Pharmaceuticals, Inc.