

01-28-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

1/25/05

RECOR
TR



102932092

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Anda, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 4/1/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Second Supplemental Security Agr.
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address:

Street Address: 600 Peachtree Street, NE

City: Atlanta

State: GA

Country: United States Zip: 30303

- Association Citizenship National/U.S.
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78/236828, 76/535519, 76/525755, 78/368848, 78/368855, 78/355867, 76/552254, 76/552255, 78/252084 and 78/224668

B. Trademark Registration No.(s)

None

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Donna Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, NE Suite 2400

City: Atlanta

State: GA Zip: 30308

Phone Number: 404-815-2301

Fax Number: 404-685-5301

Email Address: donna.hunter@paulhastings.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____ Expiration Date _____
- b. Deposit Account Number 16-0752 Authorized User Name Donna J. Hunter

9. Signature

Donna J. Hunter
Signature

12/21/04
Date

Donna J. Hunter
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

01/27/2005 BYRNE 00000070 78236828

01 FC:0521
02 FC:0522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment and Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

225.00 DP

TRADEMARK
REEL: 003111 FRAME: 0621

SECOND SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT

This Second Supplemental Patent and Trademark Security Agreement (the "Agreement"), is made as of the 15th day of April, 2004, by ANDA, INC., a Florida corporation, ANDRX LABS, LLC, a Delaware limited liability company, ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company, RXAPS, INC., a Florida corporation (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 (other than RxAps, Inc.), certain of Grantors' Affiliates, and Agent are parties to that certain Patent and Trademark Security Agreement dated as of December 30, 2002, as amended and supplemented by that certain First Supplemental Patent and Trademark Security Agreement dated as of November 7, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Patent and Trademark Security Agreement"); and

WHEREAS, Grantors and Agent have agreed to amend and modify the Existing Patent and Trademark Security Agreement so that RxAps, Inc. shall be added as a "Grantor" for all purposes thereunder and under this Agreement; and

WHEREAS, in connection therewith, Grantors and Agent desire further 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.

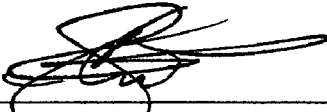
4. Incorporation of the Patent and Trademark Security Agreement. The Existing Patent and Trademark Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

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

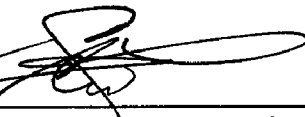
ANDRX LABS, LLC, a Delaware limited liability company

By: 
Name: Scott Lodin
Title: Executive Vice President

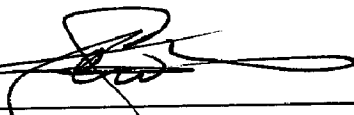
ANDRX PHARMACEUTICALS, LLC, a Delaware limited liability company

By: 
Name: Scott Lodin
Title: Executive Vice President

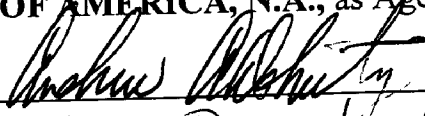
ANDA, INC., a Florida corporation

By: 
Name: Scott Lodin
Title: Executive Vice President

RXAPS, Inc., a Florida corporation

By: 
Name: Scott Lodin
Title: Executive Vice President

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

By: 
Name: Vice President
Its Duly Authorized Signatory

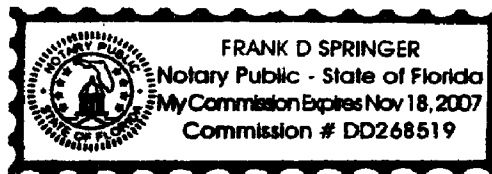
ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
)
COUNTY OF BROWARD.) ss.

On this 1st day of April, 2004, 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}

Frank D. Springer
Notary Public



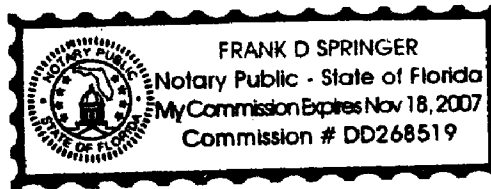
ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS.

On this 1st day of April, 2004, 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}

Frank D. Springer
Notary Public



ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS.

On this 1st day of April, 2004, 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 **ANDA, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Frank D Springer
Notary Public



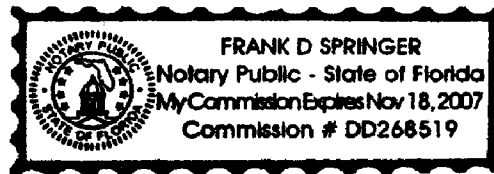
ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss.

On this 1st day of April, 2004, 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 **RXAPS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Frank D. Springer
Notary Public



SUPPLEMENTAL SCHEDULE I

U.S. PATENTS

PATENT APPLICATIONS (PENDING)			
Serial Number	Country	File Date	Owner
10/637,816	US	8/8/03	Anda, Inc.
60/516,983	US	11/3/03	Andrx Labs, LLC
10/664,803	US	9/19/03	Andrx Labs, LLC
10/777,542	US	2/12/04	Andrx Labs, LLC
10/712,505	US	11/13/03	Andrx Pharmaceuticals, LLC
10/715,219	US	11/17/03	Andrx Pharmaceuticals, LLC
10/679,760	US	10/6/03	Andrx Pharmaceuticals, LLC
10/768,277	US	1/30/04	Andrx Pharmaceuticals, LLC
60/537,862	US	1/21/04	Andrx Pharmaceuticals, LLC

SUPPLEMENTAL SCHEDULE II

U.S. TRADEMARKS

TRADEMARK APPLICATIONS (PENDING)				
Mark	Application Number	Country	Filing Date	Owner
Altoprev	78/236828	US	4/11/03	Andrx Labs, LLC
Anda Pass-Thru (Stylized)	76/535519	US	7/25/03	Anda, Inc.
Power to Prevent First Events	76/525755	US	6/18/03	Andrx Labs, LLC
Qualacare	78/368848	US	2/17/04	Andrx Pharmaceuticals, LLC
Qualicare	78/368855	US	2/17/04	Andrx Pharmaceuticals, LLC
Rx APS	78/355867	US	1/22/04	RxAPS, Inc.
SAVE	76/552254	US	10/17/03	Andrx Labs, LLC
SAVE	76/552255	US	10/17/03	Andrx Labs, LLC
Taztia XT (Stylized)	78/252084	US	5/20/03	Andrx Pharmaceuticals, LLC
Valdrx	78/224668	US	3/12/03	Andrx Labs, LLC