4-18-05

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005

04-25-2005

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

RE

102987935

To the Director of the U. S. Patent and T ments or the new address(es) below.

1. Name of conveying party(ies):
Reliant Pharmaceuticals, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: The Bank of New York
Internal Address:
Street Address: 600 E. Las Colinas Blvd.
City: Irving
State: TX
Country: US Zip: 07938

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other bank 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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 13, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)
78433787; 78433786; 78425761; 78425760; 78375353; 78213873; 78213858; 78211217; 78172324; 78169931; 78169911; 78113058; 78113056; 78111782; 78111770; 76502316

B. Trademark Registration No.(s)
2664070; 2669624; 2551682; 2481169; 2030167; 2028868; 1687539; 1504573; 1413953; 1480436; 1415563

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: Victor Chiu
Internal Address: Cleary Gottlieb Steen & Hamilton LLP
Street Address: One Liberty Plaza
City: New York
State: NY Zip: 10006
Phone Number: 212-225-2806
Fax Number: 212-225-3999
Email Address:

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 690
☐ 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
Authorized User Name

9. Signature:
Signature — April 15, 2005 Date
Victor Chiu
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 13th day of April, 2005 (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 April 13, 2005 (the "**Pledge and Security Agreement**"), among Reliant Pharmaceuticals, Inc. (the "**Company**") or any Additional Grantor (each, a "**Grantor**"), and The Bank of New York ("**BONY**"), 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 First-Lien Loan and Guaranty Agreement, dated as of April 13, 2005 (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 Lender, Lead Arranger, Sole Bookrunner and Syndication Agent and BONY, as Administrative Agent and 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.

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 (including, without limitation, those applications and registrations listed on Schedule I attached hereto).

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 and at the expense of the Grantors, 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.

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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.

[SIGNATURES ON FOLLOWING PAGES]

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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: ROBERT FERGUSON III
Title: CHIEF FINANCIAL OFFICER

RP SUB NO. 1, INC.

By: _____
Name: ROBERT FERGUSON III
Title: CHIEF FINANCIAL OFFICER

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THE BANK OF NEW YORK,
as the Collateral Agent

By: _____
Name: **Francis B. Casanova, II**
Title: **Vice President**

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SCHEDULE I

Trademarks

Serial or Registration Number	Mark	Status
78-433787	RELCOR	Pending
78-433786	ANTARA	Pending
78-425761	LUXOR	Pending
78-425760	LUXACOR	Pending
78-375353	PM DOSE AM PEAK	Pending
78-213873	FENOCOR	Published & Opposed
78-213858	IT'S NOT ABOUT TIME...IT'S ABOUT TIMING	Allowed
78-211217	INNOPRAN XL PROPRANOLOL HCI	Pending
78-172324	INNOPRAN XL	Allowed
78-169931	INPRAN XL	Abandoned
78-169911	INNPRAN XL	Abandoned
78-113058	BETADUR	Allowed
78-113056	VASOPRAN	Allowed
78-111782	AXISUR	Abandoned
78-111770	SUPRESID	Allowed
76-502316	VICTOR	Allowed
2664070	R (and Design)	Registered
2669624	RELIANT PHARMACEUTICALS	Registered
2551682	RELIANT PHARMACEUTICALS	Registered
2481169	*(DESIGN ONLY)*	Registered
2030167	LIVING WITH GERD	Registered
2028868	LIVING WITH GERD	Registered
1687539	DYNACIRC CR	Registered
1504573	DYNACIRC (stylized)	Registered
1413953	DYNACIRC	Registered
1480436	*(DESIGN ONLY)*	Registered
1415563	AXID	Registered

RECORDED: 04/18/2005

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