# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York		08/18/2006	national banking association:

#### **RECEIVING PARTY DATA**

Name:	Reliant Pharmaceuticals, Inc.	
Street Address:	110 Allen Road	
City:	Liberty Corner	
State/Country:	NEW JERSEY	
Postal Code:	07938	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3101801	ANTARA

## **CORRESPONDENCE DATA**

Fax Number: (617)951-7050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

(617) 951-7021 Phone:

Email: irina.mogilevich@ropesgray.com, erin.dugan@ropesgray.com

Correspondent Name: Irina Mogilevich c/o ROPES & GRAY LLP

Address Line 1: One International Place

Boston, MASSACHUSETTS 02110 Address Line 4:

ATTORNEY DOCKET NUMBER:	CRIH-070
NAME OF SUBMITTER:	Irina Mogilevich, Esq.
Signature:	/irina mogilevich/
Date:	08/18/2006

**Total Attachments: 4** source=Reliant Exec Release#page1.tif source=Reliant Exec Release#page2.tif

source=Reliant Exec Release#page3.tif

source=Reliant Exec Release#page4.tif

# PARTIAL RELEASE OF COLLATERAL UNDER TRADEMARK SECURITY AGREEMENT

THIS PARTIAL RELEASE OF COLLATERAL UNDER TRADEMARK SECURITY AGREEMENT (the "Agreement") is executed as of August 18, 2006, by RELIANT PHARMACEUTICALS, INC. ("Debtor"), and THE BANK OF NEW YORK (in its capacity as collateral agent) ("Secured Party").

### **RECITALS**

- A. On April 13, 2005, an First Lien Loan and Guaranty Agreement (as amended, modified, supplemented, or restated from time to time, the "*Credit Agreement*") was entered into among Debtor, Secured Party, and certain lenders then or thereafter party thereto;
- B. In connection with the Credit Agreement, a Pledge and Security Agreement (as amended, modified, supplemented, or restated from time to time, the "Security Agreement") was entered into, among Debtor and Secured Party whereby Debtor granted to Secured Party a security interest in certain assets of Debtor, including, without limitation, all of the Trademarks to secure the obligations under the Credit Agreement;
- C. In connection with the Security Agreement, Debtor and Secured Party also entered into a Trademark Security Agreement on April 13, 2005, (the "Trademark Security Agreement"), which was recorded on Reel/Frame Number Nos. 3150/0930, 3150/0936, 3150/0991, 3151/0001, 3151/0007, 3151/0529, 3151/0535, 3151/0541, 3151/0547, 3151/0558, 3151/0564, 3151/0570, 3151/0576, 3151/0611, 003152/0860, 3153/0101, and 3158/0867 with the United States Trademark and Patent Office, in order to further evidence the security interest of Secured Party in the Trademark Registration Number 3101801; and
- D. At Debtor's request and for certain other consideration, Secured Party has agreed to release the security interests in certain Trademarks in connection with sale of certain assets by Debtor pursuant to that certain Asset Purchase Agreement dated July 21, 2006 between Debtor, Guardian II Acquisition Corporation, a Delaware corporation, and Oscient Pharmaceuticals Corporation, a Massachusetts corporation (the "Purchase Agreement")
- NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- SECTION 1. <u>Defined Terms</u>. Capitalized terms used and not otherwise defined herein shall have the same meanings as set forth in the Credit Agreement. Terms used herein which are defined in the UCC, unless otherwise defined herein or in the Credit Agreement, shall have their meanings as set forth in the UCC.
- SECTION 2. <u>Partial Release</u>. Secured Party hereby releases all of its security interests in and to the Trademark with Registration Number 3101801 (Antara trademark). Notwithstanding the foregoing, this partial release shall not in any way release, affect or impair any liens on any other Trademarks granted under the Security Agreement or the Trademark Security Agreement.

10169600\_1

SECTION 3. <u>Counterparts</u>. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

10169600\_1

2

THE BANK OF NEW YORK, as Secured Party

By:

Name: \_\_/ Title: \_\_\_ Stephen C. Jerard

Vice President

REEL: 003372 FRAME: 0904

IN WITNESS WHEREOF, the Debtor and Secured Party have duly executed this Agreement as of the day and year first written above.

RELIANT PHARMACEUTICALS, INC., as Debtor

By:

[PARTIAL RELEASE OF COLLATERAL UNDER TRADEMARK SECURITY AGREEMENT]

**TRADEMARK** 

**REEL: 003372 FRAME: 0905**