

09-27-2006

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

MRD 9/25/06

RECC
TF



103312608

To the Director of the U.S. Patent and Trademark Office, or to the address(es) below.

1. Name of conveying party(ies):

Sciele Pharma, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 18, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal

Address: _____

Street Address: 677 Washington Boulevard

City: Stamford

State: Connecticut

Country: USA Zip: 06901

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Switzerland
☐ 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)

76/074,227, 76/320,182, 76/627,314, 78/625,791, 78/673,734,
78/875,722, 78/875,740, 78/115,596, 78/176,032, 78/948,281

B. Trademark Registration No.(s)

See continuation to Item 4 attached hereto

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,015.00

- ☐ 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 _____

Authorized User Name _____

9. Signature:

Signature

9/22/2006

Date

01 FC:8521
02 FC:8522
03 FC:8523

40.00 BR
975.00 UP
120.00 TP

Gayle D. Grocke

of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003400 FRAME: 0351

Continuation of Item 4 to Trademark Recordation Form Cover Sheet

4. Application numbers or registration numbers and identification or description of the Trademarks:

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,850,441	1,953,175	2,483,455
2,824,586	2,000,679	2,729,886
569,968	2,049,133	2,759,840
824,344	2,069,343	2,872,621
838,249	2,099,476	2,885,098
1,252,683	2,114,768	2,911,749
1,543,222	2,131,143	2,929,566
1,939,088	1,939,088	3,091,590
1,942,353	2,175,325	3,101,227
1,948,938	2,416,322	3,104,484

Trademark Security Agreement

Trademark Security Agreement, dated as of September 18, 2006, by Sciele Pharma, Inc. (individually, a "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

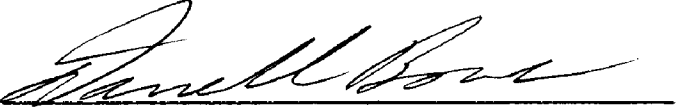
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

SCIELE PHARMA, INC.

By: 

Name: Darrell Borne

Title: EVP, CFO, Secretary & Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

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

Very truly yours,


SCIELE PHARMA, INC.

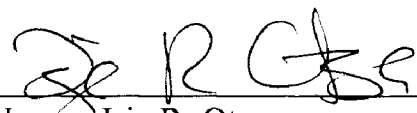
By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By:  _____
Name: Richard L. Tavrow
Title: Director

By:  _____
Name: Irja R. Otsa
Title: Associate Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Sciele Pharma, Inc.	2,850,441	PRENATE
Sciele Pharma, Inc.	2,824,586	FIRST HORIZON PHARMACEUTICA L
Sciele Pharma, Inc.	569,968	FURADANTIN
First Horizon Pharmaceutical Corporation	824,344	DESIGN MARK (CAPSULE)
Sciele Pharma, Inc.	838,249	PONSTEL
First Horizon Pharmaceutical Corporation	1,252,683	PRENATE 90
Sciele Pharma, Inc.	1,543,222	COGNEX
Sciele Pharma, Inc.	1,939,088	ZENECA LIMITED
Sciele Pharma, Inc.	1,942,353	MESCOLOR
Sciele Pharma, Inc.	1,948,938	PROTUSS
Sciele Pharma, Inc.	1,953,175	ZOTO - HC
First Horizon Pharmaceutical Corporation	2,000,679	HORIZON PHARMACEUTICA L
Sciele Pharma, Inc.	2,049,133	TANAFED
First Horizon Pharmaceutical Corporation	2,069,343	MICROIRON
Sciele Pharma, Inc.	2,099,476	DEFEN
First Horizon Pharmaceutical Corporation	2,114,768	MICROIRON II
First Horizon Pharmaceutical Corporation	2,131,143	PRENATE ULTRA
Sciele Pharma, Inc.	1,939,088	SULAR (RENEWED)
Sciele Pharma, Inc.	2,175,325	SULAR
Sciele Pharma, Inc.	2,416,322	ZEBUTAL
Sciele Pharma, Inc.	2,483,455	PRENATE ADVANCE
Sciele Pharma, Inc.	2,729,886	PRENATE GT
Sciele Pharma, Inc.	2,759,840	TANAFED DM

OWNER	REGISTRATION NUMBER	TRADEMARK
Sciele Pharma, Inc.	2,872,621	TANAFED DMX
Sciele Pharma, Inc.	2,885,098	TANAFED DP
Sciele Pharma, Inc.	2,911,749	ALTOPREV
Sciele Pharma, Inc.	2,929,566	FORTAMET
Sciele Pharma, Inc.	3,091,590	TRIGLIDE
Sciele Pharma, Inc.	3,101,227	PRENATE ELITE
Sciele Pharma, Inc.	3,104,484	OPTINATE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
First Horizon Pharmaceutical Corporation	76/074,227	PRENATE ADVANCE PASS PROGRAM
First Horizon Pharmaceutical Corporation	76/320,182	TANAFED PSE
Sciele Pharma, Inc.	76/627,314	DHA 250
Sciele Pharma, Inc.	78/625,791	TRIGLIDE
Sciele Pharma, Inc.	78/673,734	OSTIVA
Sciele Pharma, Inc.	78/875,722	SCIELE PHARMA, INC.
Sciele Pharma, Inc.	78/875,740	SCIELE
First Horizon Pharmaceutical Corporation	78/115,596	FORMET
First Horizon Pharmaceutical Corporation	78/176,032	ALTOSCOT
Sciele Pharma, Inc.	78/948,281	PRENATE DHA