

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salix Pharmaceuticals, Inc.		02/22/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 North Tryon Street
Internal Address:	Mail Code: NC1-001-04-39
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2924380	SALIXSPHERE
Registration Number:	2924379	YUK
Registration Number:	2700385	
Registration Number:	2534845	COLAZAL
Registration Number:	2132640	PROCTOCORT

OP \$140.00 2924380

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 331 5792
 Email: dmillard@kennedycovington.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor
 Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
 Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	16221.046 BANK OF AMERICA
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	03/02/2007
Total Attachments: 4 source=SalixPharTMStoBOA#page1.tif source=SalixPharTMStoBOA#page2.tif source=SalixPharTMStoBOA#page3.tif source=SalixPharTMStoBOA#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 22, 2007 by and between SALIX PHARMACEUTICALS, INC., a California corporation (the "Grantor"), having its chief executive office at 1700 Perimeter Park Drive, Morrisville, North Carolina 27560 and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 101 North Tryon Street, Mail Code: NC1-001-04-39, Charlotte, North Carolina 28255, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement dated as of February 22, 2007 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Salix Pharmaceuticals, Ltd. as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of February 22, 2007 by and among the Borrower, certain of its Subsidiaries party thereto and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

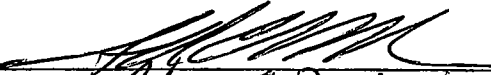
- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A, or (b) injury to the goodwill associated with any Trademark or Trademark registration; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SALIX PHARMACEUTICALS, INC., as Grantor

By: 
Name: Adam C. Derbyshire
Title: SVP and CFO

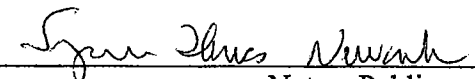
ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Wake

I, Suzanne Thomas Newcombe, a Notary Public for said County and State, do hereby certify that Adam C. Derbyshire personally appeared before me this day and stated that (s)he is Sr. V.P. of Salix Pharmaceuticals, Inc. and acknowledged, on behalf of Salix Pharmaceuticals, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of February, 2007.


Notary Public

My commission expires:

August 15, 2011

[Signature Pages Continue]

Agreed and Accepted as of the
~~22~~ day of February, 2007.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Michael Brashler

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
SALIXSPHERE	2,924,380	02/01/2005		02/01/2011
YUK	2,924,379	02/01/2005		02/01/2011
Willow Tree Logo	2,700,385	03/25/2003		03/25/2009
COLAZAL	2,534,845	01/29/2002		01/29/2008
PROCTOCORT	2,132,640	01/27/1998		(01/27/2008)
PROCTOCORT (Dominican Republic)	113905	07/30/2000		07/30/2010

TRADEMARK LICENSES

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Licensor</u>	<u>Date</u>
ANUSOL	Unavailable	Warner Lambert Company LLC	06/30/2004
XIFAXAN	2,965,332	Alfa Wasserman Hungary LLC AaiPharma, Inc., AaiPharma	06/24/1996
AZASAN	2,747,955	LLC	10/31/2003