

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliant Pharmaceuticals, Inc.		03/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners, L.P., as Collateral Agent		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3101801	ANTARA	
Registration Number:	2885117	INNOPRAN XL	
Registration Number:	2664070	R	
Registration Number:	2669624	RELIANT PHARMACEUTICALS	
Registration Number:	2551682	RELIANT PHARMACEUTICALS	
Registration Number:	2481169		
Registration Number:	2030167	LIVING WITH GERD	
Registration Number:	2028868	LIVING WITH GERD	
Registration Number:	1687539	DYNACIRC CR	
Registration Number:	1504573	DYNACIRC	
Registration Number:	1413953	DYNACIRC	
Registration Number:	1480436		
Registration Number:	1415563	AXID	
Serial Number:	78433787	RELCOR	

CH \$765.00 3101801

900076279

TRADEMARK  
REEL: 003537 FRAME: 0631

Serial Number:	78425761	LUXOR
Serial Number:	78425760	LUXACOR
Serial Number:	78375353	PM DOSE AM PEAK
Serial Number:	78213873	FENOCOR
Serial Number:	78213858	IT'S NOT ABOUT TIME...IT'S ABOUT TIMING
Serial Number:	78211217	INNOPRAN XL PROPRANOLOL HCI
Serial Number:	78169931	INPRAN XL
Serial Number:	78169911	INNPRAN XL
Serial Number:	78113058	BETADUR
Serial Number:	78113056	VASOPRAN
Serial Number:	78111782	AXISUR
Serial Number:	78111770	SUPRESID
Serial Number:	76502316	VICTOR
Serial Number:	77057481	LOMACOR
Serial Number:	78885974	ONCE-A-DAY DYNACIRC CR
Serial Number:	78953317	PROVEN. POTENT. PURE.

#### CORRESPONDENCE DATA

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-783-2700  
 Email: Oleh.Hereliuk@federalresearch.com  
 Correspondent Name: CBCInnovis dba Federal Research  
 Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
 Address Line 2: attn: Oleh Hereliuk  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	384611
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	05/07/2007

Total Attachments: 7  
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THIS TRADEMARK SECURITY AGREEMENT made as of this 9th day of March, 2007 (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 March 9, 2007 (the "Pledge and Security Agreement"), among Reliant Pharmaceuticals, Inc. (the "Company") or any Additional Grantor (each, a "Grantor"), and Goldman Sachs Credit Partners ("GSCP"), 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 Credit and Guaranty Agreement, dated as of March 9, 2007 (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, Syndication Agent, 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.

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.

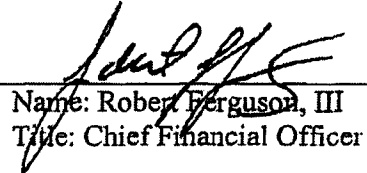
F. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and the federal patent laws of the United States.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

[Signature Pages Follow]

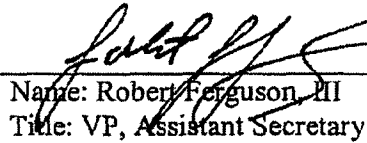
RELIANT PHARMACEUTICALS, INC.,

by

  
Name: Robert Ferguson, III  
Title: Chief Financial Officer

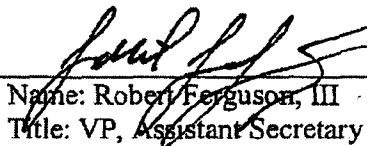
RP SUB No. 3(R), INC.,

by

  
Name: Robert Ferguson, III  
Title: VP, Assistant Secretary

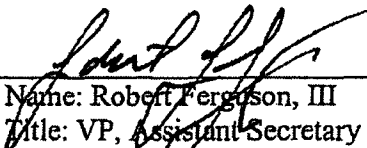
RP SUB No. 4(I), INC.,

by

  
Name: Robert Ferguson, III  
Title: VP, Assistant Secretary

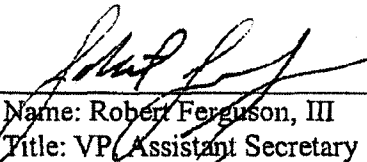
RP SUB No. 5(D), INC.,

by

  
Name: Robert Ferguson, III  
Title: VP, Assistant Secretary

RP SUB No. 6(O), INC.,

by

  
Name: Robert Ferguson, III  
Title: VP, Assistant Secretary

[Signature Page to the Trademark Agreement]

GOLDMAN SACHS CREDIT  
PARTNERS L.P.,  
as the Collateral Agent,

by

Name:

Title:



**John Waldron**

**Managing Director**

by

Name:

Title:

[Signature Page to the Trademark Security Agreement]

# SCHEDULE I

## TRADEMARKS

### *List of Trademarks*

<u>Application or Registration Number</u>	<u>Application or Registration Date</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>
78-433787	6/11/04	U.S.A.	RELCOR	Published
3101801	6/6/2006	U.S.A.	ANTARA	Registered
1255233	4/25/2005	Canada	ANTARA	Pending
78-425761	5/26/2004	U.S.A.	LUXOR	Abandoned
78-425760	5/26/2004	U.S.A.	LUXACOR	Published
1305967	6/21/2006	Canada	LUXACOR	Pending
005198353	6/28/2006	European Community	LUXACOR	Pending
059734/2006	6/27/2006	Japan	LUXACOR	Pending
		Mexico	LUXACOR	Unfiled
78-375353	2/27/2004	U.S.A.	PM DOSE AM PEAK	Published
78-213873	2/12/2003	U.S.A.	FENOCOR	Abandoned
78-213858	2/12/2003	U.S.A.	IT'S NOT ABOUT TIME...IT'S ABOUT TIMING	Published
78-211217	2/5/2003	U.S.A.	INNOPRAN XL PROPRANOLOL HCI	Published
2885117	9/14/2004	U.S.A.	INNOPRAN XL	Registered
78-169931	10/1/2002	U.S.A.	INPRAN XL	Abandoned
78-169911	10/1/2002	U.S.A.	INNPRAN XL	Abandoned
78-113058	3/6/2002	U.S.A.	BETADUR	Abandoned
78-113056	3/6/2002	U.S.A.	VASOPRAN	Abandoned
78-111782	2/28/2002	U.S.A.	AXISUR	Abandoned
78-111770	2/28/2002	U.S.A.	SUPRESID	Abandoned
76-502316	3/28/2003	U.S.A.	VICTOR	Abandoned
2664070	12/17/2002	U.S.A.	R (and Design)	Registered
2669624	12/31/2002	U.S.A.	RELIANT PHARMACEUTICALS	Registered
2551682	3/26/2002	U.S.A.	RELIANT PHARMACEUTICALS	Registered
2481169	8/28/2001	U.S.A.	(DESIGN ONLY)	Registered
2030167	1/14/1997	U.S.A.	LIVING WITH GERD AND DESIGN	Registered
2028868	1/7/1997	U.S.A.	LIVING WITH GERD	Registered
1687539	5/19/1992	U.S.A.	DYNACIRC CR	Registered



1504573	9/20/1988	U.S.A.	DYNACIRC AND DESIGN	Registered
1413953	10/21/2006	U.S.A.	DYNACIRC	Registered
1480436	3/15/1988	U.S.A.	( <i>DESIGN ONLY</i> )	Registered
1415563	11/4/1986	U.S.A.	AXID	Registered
77-057481	12/5/2006	U.S.A.	LOMACOR	Pending
78-885974	5/17/2006	U.S.A.	ONCE-A-DAY DYNACIRC CR AND DESIGN	Pending
78-953317	8/16/2006	U.S.A.	PROVEN. POTENT. PURE..	Pending

*List of Trademark Licenses*

Rythmol
Omacor