Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Mylan Laboratories Inc.		10/02/2007	CORPORATION: PENNSYLVANIA	
Dey, L.P.		110/02/2007	LIMITED PARTNERSHIP: DELAWARE	
Mylan Pharmaceuticals, Inc.		10/02/2007	CORPORATION: WEST VIRGINIA	
Mylan Technologies, Inc.		10/02/2007	CORPORATION: WEST VIRGINIA	
UDL Laboratories, Inc.		10/02/2007	CORPORATION: ILLINOIS	
Mylan Bertek Pharmaceuticals Inc.		10/02/2007	CORPORATION: TEXAS	

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association:

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	0852596	GRANULEX
Registration Number:	1135459	BIOBRANE
Registration Number:	1317559	
Registration Number:	1337531	SORBSAN
Registration Number:	1376817	MAXZIDE
Registration Number:	1419898	MEDIFILM
Registration Number:	1423556	
Registration Number:	1426873	PLAST-X
Registration Number:	1429786	MAXZIDE
		TRADEMARK

REEL: 003646 FRAME: 0287

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Registration Number:	1452873	CONTROL-A-DOSE
Registration Number:	1456073	SULFAMYLON
Registration Number:	1509897	GRANULEX
Registration Number:	1693938	TOPICARE DELIVERY COMPOUND
Registration Number:	1726950	MYLAN
Registration Number:	1732405	
Registration Number:	1756374	DEY
Registration Number:	1769640	GRANULEX V
Registration Number:	1873089	FLEXZAN
Registration Number:	1907806	CYSTAGON
Registration Number:	2049430	PHARMACISTS ARE INDISPENSABLE
Registration Number:	2059448	HYDROCOL
Registration Number:	2081855	NITREK
Registration Number:	2086379	DEY CARE
Registration Number:	2096036	MEDIRELEASE
Registration Number:	2099935	AVITA
Registration Number:	2173478	MEDIDERM
Registration Number:	2186327	MEDIFLEX
Registration Number:	2189450	NITREK
Registration Number:	2221364	ACTICIN
Registration Number:	2248902	MYLAN
Registration Number:	2365108	DIGITEK
Registration Number:	2375708	EASIVENT
Registration Number:	2416137	CLORPRES
Registration Number:	2578408	RECOGNIZE THE DIFFERENCE
Registration Number:	2585732	ACCUNEB
Registration Number:	2621673	DUONEB
Registration Number:	2625464	DUONEB
Registration Number:	2631284	DEY
Registration Number:	2639224	BREATHING NEW LIFE INTO RESPIRATORY CARE
Registration Number:	2661392	MYLAN TECHNOLOGIES INC.
Registration Number:	2665203	MYLAN TECHNOLOGIES INC.
Registration Number:	2666243	DEY
Registration Number:	2767226	PHENYTEK
Registration Number:	2774971	SUCH A SMALL PACKAGE. SUCH BIG REWARDS. TRADEMARK

REEL: 003646 FRAME: 0288

<u> </u>	11	
Registration Number:	2783367	PATIENT-FOCUSED PACKAGING
Registration Number:	2796119	AMNESTEEM
Registration Number:	2801972	THE DEY CREW
Registration Number:	2811595	ACCUNEB
Registration Number:	2872379	DUONEB
Registration Number:	2879914	TWISTFLEX
Registration Number:	2945688	EMERGI-SCRIPT
Registration Number:	2953419	GBR
Registration Number:	2977153	SINGLE-PAK
Registration Number:	2988701	PHARMACY EXCHANGE
Registration Number:	3065139	PRODERM
Registration Number:	3104393	
Serial Number:	76598500	MYLAN BERTEK PHARMACEUTICALS INC.
Serial Number:	77046015	MYLANDOC
Serial Number:	77069119	SULEVIA
Serial Number:	77123188	MYLAN
Serial Number:	77161640	PROVEN MEDICINE. JUST MORE AFFORDABLE.
Serial Number:	77238027	PERFOROMIST
Serial Number:	77254438	REDI-SCRIPT
Serial Number:	78279012	REDI-SCRIPT
Serial Number:	78877463	BECAUSE EVERY SECOND COUNTS

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 285309
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/24/2007

Total Attachments: 12

source=mylan_various_jpmorgan_tm65#page3.tif source=mylan_various_jpmorgan_tm65#page4.tif source=mylan_various_jpmorgan_tm65#page5.tif source=mylan_various_jpmorgan_tm65#page6.tif source=mylan_various_jpmorgan_tm65#page7.tif source=mylan_various_jpmorgan_tm65#page8.tif source=mylan_various_jpmorgan_tm65#page9.tif source=mylan_various_jpmorgan_tm65#page10.tif source=mylan_various_jpmorgan_tm65#page11.tif source=mylan_various_jpmorgan_tm65#page12.tif source=mylan_various_jpmorgan_tm65#page13.tif source=mylan_various_jpmorgan_tm65#page13.tif source=mylan_various_jpmorgan_tm65#page14.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2007 among MYLAN LABORATORIES INC., the entities listed on Schedule II hereto and DEY, L.P., (individually, a "Grantor", and, collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (in such capacity, the "Administrative Agent") pursuant to the Credit Agreement dated as of even date herewith among (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among MYLAN LABORATORIES INC., MYLAN LUXEMBOURG 5 S.A R.L., certain other parties thereto, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. Each Grantor hereby pledges and grants to the Administrative 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 Collateral (other than Excluded Property), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of (i) in the case of the Company, the Obligations and (ii) in the case of any Grantor other than the Company, such Grantor's Guaranteed Obligations:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, any "intent to use" trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed (but only until such statement is filed) shall be excluded from the Collateral.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and

affirm that the rights and remedies of the Administrative 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.

SECTION 4. <u>Termination</u>. (i) Upon the payment in full of the Obligations (other than contingent indemnification and contingent expense reimbursement obligations, Obligations in respect of Secured Hedge Agreements and Cash Management Obligations) and termination of the Security Agreement, the Liens created hereby shall automatically be released and (ii) if any of the Collateral subject hereto shall be sold, transferred or otherwise disposed of by any Grantor (other than any sale, transfer or disposition to a Grantor) in a transaction permitted by the Credit Agreement, then the Liens created hereby on such Collateral shall automatically be released, and in each case the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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.

SECTION 6: Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

Wery truly yours,

MYLAN LABORATORIES INC.

By: Salvator Title: Chief Financial Office

The Entities Listed on Schedule 2 Hereto

By: Title:

DEY, L.P.

BY: DEY, INC., its General Partner

Title:

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

Very truly yours,		
MYLAN LABORATORIES INC.		
By:		
The Entities Listed on Schedule 2 Hereto		
The Entities Listed on Schedule 2 Hereto		
By: Muth & Kolyan Title: Secretary		
Tiue. Secretary		
DEY, L.P.		
BY: DEY, INC., its General Partner		
By:		

Title:

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

Very truly yours,		
MYLA	N LABORATORIES INC.	
Ву:	Title:	
The En	tities Listed on Schedule II Hereto	
Ву:	Title:	
DEY, I	P.	
BY: D	EY, INC., its General Partner	
By:	Miles & CEO	

MLRE LLC

By:

Title:/Manager

Trademark Security Agreement

Accepted and Agreed:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name:

Deborah R. Winkler Vice President

Title:

Trademark Security Agreement

SCHEDULE I

to TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

TRADEMARK	Owner	REGISTRATION NUMBER/ (APPLICATION NUMBER)	(FILING DATE) OR REGISTRATION DATE
GRANULEX	UDL Laboratories, Inc.	0,852,596	16-Jul-68
BIOBRANE	UDL Laboratories, Inc.	1,135,459	20-May-80
	UDL Laboratories, Inc.	1,317,559	5-Feb-85
(Design only)			
(Design only) SORBSAN	UDL Laboratories, Inc.	1,337,531	28-May-85
	Mylan Pharmaceuticals Inc.	1,376,817	7-Jan-86
MAXZIDE			
MEDIFILM	Mylan Technologies, Inc.	1,419,898	9-Dec-86
	Mylan Pharmaceuticals Inc.	1,423,556	6-Jan-87
(Design only)	Mylan Technologies, Inc.	1,426,873	27-Jan-87
MAXZIDE	Mylan Pharmaceuticals Inc.	1,429,786	24-Feb-87
CONTROL-A-DOSE	UDL Laboratories, Inc.	1,452,873	18-Aug-87
SULFAMYLON	Mylan Bertek Pharmaceuticals Inc.*	1,456,073	08-Sep-87
GRANULEX	UDL Laboratories, Inc.	1,509,897	25-Oct-88
TOPICARE DELIVERY COMPOUND	Mylan Bertek Pharmaceuticals Inc.*	1,693,938	16-Jun-92

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TRADEMARK	Owner	REGISTRATION NUMBER! (APPLICATION NUMBER)	(FILING DATE) OR REGISTRATION DATE
MYLAN (& Design)	Mylan Laboratories Inc.	1,726,950	27-Oct-92
	Mylan Laboratories Inc.	1,732,405	17-Nov-92
(Design only)			
DEY	Dey L.P.	1,756,374	9-Mar-93
GRANULEX V	UDL Laboratories, Inc.	1,769,640	11-May-93
FLEXZAN	UDL Laboratories, Inc.	1,873,089	10-Jan-95
CYSTAGON	Mylan Pharmaceuticals Inc.	1,907,806	25-Jul-95
PHARMACISTS ARE INDISPENSABLE	Mylan Pharmaceuticals Inc.	2,049,430	1-Apr-97
HYDROCOL	UDL Laboratories, Inc.	2,059,448	6-May-97
NITREK	Mylan Technologies, Inc.	2,081,855	22-Jul-97
DEY CARE	Dev L.P.	2,086,379	5-Aug-97
MEDIRELEASE	Mylan Technologies, Inc.	2,096,036	9-Sep-97
AVITA	Mylan Bertek Pharmaceuticals Inc.*	2,099,935	23-Sep-97
MEDIDERM	Mylan Technologies, Inc.	2,173,478	14-Jul-98
MEDIFLEX	Mylan Technologies, Inc.	2,186,327	1-Sep-98
NITREK (& Design)	Mylan Bertek Pharmaceuticals Inc.*	2,189,450	15-Sep-98
ACTICIN	Mylan Bertek Pharmaceuticals Inc.*	2,221,364	2-Feb-99
MYLAN	Mylan Laboratories Inc.	2,248,902	1-Jun-99
DIGITEK	Mylan Bertek Pharmaceuticals Inc.*	2,365,108	4-Jul-00
EASIVENT	Dey L.P.	2,375,708	8-Aug-00
CLORPRES	Mylan Bertek Pharmaceuticals Inc.*	2,416,137	26-Dec-00
RECOGNIZE THE DIFFERENCE	Dey L.P.	2,578,408	11-Jun-02
ACCUNEB	Dey L.P.	2,585,732	25-Jun-02
DUONEB	Dey L.P.	2,621,673	17-Sep-02
DUONEB	Dey L.P.	2,625,464	24-Sep-02
DEY-LOGO	Dey L.P.	2,631,284	8-Oct-02
BREATHING NEW LIFE INTO RESPIRATORY CARE	Dey L.P.	2,639,224	22-Oct-02

Trademark	Owner	REGISTRATION NUMBER/ (APPLICATION NUMBER)	(FILING DATE) OR REGISTRATION DATE
MYLAN TECHNOLOGIES INC.	Mylan Technologies, Inc.	2,661,392	17-Dec-02
	Mylan Technologies, Inc.	2,665,203	24-Dec-02
(Design only)		·	
DEY	Dey L.P.	2,666,243	24-Dec-02
PHENYTEK	Mylan Bertek Pharmaceuticals Inc.*	2,767,226	23-Sep-03
SUCH A SMALL PACKAGE. SUCH BIG REWARDS.	Dey L.P.	2,774,971	21-Oct-03
PATIENT-FOCUSED PACKAGING	Dey L.P.	2,783,367	11-Nov-03
AMNESTEEM	Mylan Bertek Pharmaceuticals Inc.*	2,796,119	16-Dec-03
THE DEY CREW	Dey L.P.	2,801,972	6-Jan-04
ACCUNEB- LOGO	Dey L.P.	2,811,595	3-Feb-04
DUONEB-LOGO	Dey L.P.	2,872,379	10-Aug-04
TWISTFLEX	Dey L.P.	2,879,914	31-Aug-04
EMERGI-SCRIPT	UDL Laboratories, Inc.	2,945,688	3-May-05
GBR	Mylan Pharmaceuticals Inc.	2,953,419	17-May-05
SINGLE-PAK	Dey L.P.	2,977,153	26-Jul-05
PHARMACY EXCHANGE	Mylan Pharmaceuticals Inc.	2,988,701	30-Aug-05
PRODERM	UDL Laboratories, Inc.	3,065,139	7-Mar-06
M	Mylan Pharmaceuticals Inc.	3,104,393	13-Jun-06
(Design only)			
BECAUSE EVERY SECOND COUNTS	Dey L.P.	3,215,628	6-Mar-07

^{*}Mylan Bertek Pharmaceuticals Inc. was formerly known as Bertek Pharmaceuticals, Inc.

Trademark Applications:

TRADEMARK	APPLICATION Number	Owner

Trademark	APPLICATION NUMBER	OWNER
MYLAN I BERTEK	76/598,500	Mylan Laboratories Inc.
MYLANDOC	77/046,015	Mylan Laboratories Inc.
SULEVIA	77/069,119	Mylan Technologies, Inc.
MYLAN	77/123,188	Mylan Laboratories Inc.
PROVEN MEDICINE. JUST MORE AFFORDABLE.	77/161,640	Mylan Laboratories Inc.
PERFORMORIST & Design	77/238,027	Dey L.P.
REDI-SCRIPT	77/254,438	UDL Laboratories, Inc.
REDI-SCRIPT	78/279,012	UDL Laboratories, Inc.

SCHEDULE II

MYLAN PHARMACEUTICALS INC.

MYLAN TECHNOLOGIES, INC.

MYLAN BERTEK PHARMACEUTICALS INC.

UDL LABORATORIES, INC.

RECORDED: 10/24/2007