

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Pharmaceuticals Research & Development, Inc.		10/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JHP Pharmaceuticals, Inc.		
Street Address:	19 Fox Hedge Road		
City:	Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0619356	DELESTROGEN	
Registration Number:	1915772	TRIOSTAT	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5725		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5725		
Email:	elliott-c@blankrome.com		
Correspondent Name:	Cindy A. Elliott		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	127339-00101		
NAME OF SUBMITTER:	Cindy A. Elliott		
Signature:	/Cindy A. Elliott/		

CH \$65.00 0619356

Date:

10/30/2007

Total Attachments: 4

source=King Pharmaceuticals R&D Assignment#page1.tif

source=King Pharmaceuticals R&D Assignment#page2.tif

source=King Pharmaceuticals R&D Assignment#page3.tif

source=King Pharmaceuticals R&D Assignment#page4.tif

ASSIGNMENT OF MARKS

This Assignment of Marks ("Assignment") is made as of October 1, 2007, by and between King Pharmaceuticals Research & Development, Inc., a Delaware corporation ("Assignor"), and JHP Pharmaceuticals, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and registrations identified in Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, pursuant to a certain Asset Purchase Agreement dated July 14, 2007 (the "Asset Purchase Agreement"), Assignor has agreed to sell, assign, transfer, and convey to Assignee certain Registered Intellectual Property (as defined in the Asset Purchase Agreement) that includes the Marks and all goodwill associated therewith; and

WHEREAS, Assignor affirms the representations and warranties made by it in Section 6.14 of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows.

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, all rights, title, and interest in and to the Marks and the goodwill of the business symbolized by the Marks, to the full term or terms for which the Marks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Assignment had not been made, and all claims for damages by reason of past infringement of said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Recordation. Assignor hereby authorizes the U.S. Patent and Trademark Office to record Assignee as the owner of the Marks and to issue all registrations for said Marks, to be in the name of Assignee, as assignee of all of the Marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

3. Further Action. Assignor further covenants and agrees, at the reasonable request of Assignee and at no additional expense to Assignor, to execute and deliver to Assignee or its legal representative any further necessary documents, papers, instruments, and affidavits and to take all further actions necessary to enable Assignee to become the owner of record of the Marks and to secure the benefits of the rights hereby assigned.

Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all commercially necessary facts and documents relating to the Marks as may be readily known or immediately accessible to Assignor as of the date of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

KING PHARMACEUTICALS RESEARCH & DEVELOPMENT, INC.

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2007.

Notary Public

My commission expires _____.

JHP PHARMACEUTICALS, LLC

By: S. HincHen

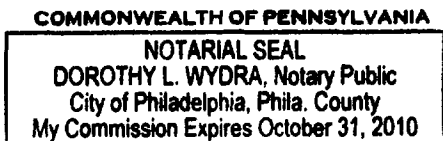
Name: S. HINC HEN

Title: PRESIDENT

SWORN TO AND SUBSCRIBED before me this 1st day of October, 2007.

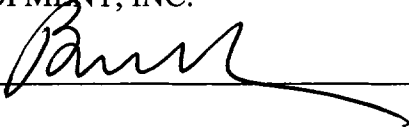
Dorothy L. Wydra
Notary Public

My commission expires 10/31/2010.



IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

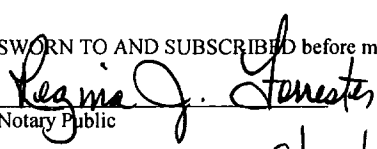
KING PHARMACEUTICALS RESEARCH & DEVELOPMENT, INC.

By: 

Name: Brian A. Markison

Title: President and Chief Executive Officer

SWORN TO AND SUBSCRIBED before me this 1st day of October, 2007.


Notary Public

My commission expires 9/27/2011.

JHP PHARMACEUTICALS, LLC

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2007.

Notary Public

My commission expires _____.

SCHEDULE A
TRADEMARKS AND REGISTRATIONS

U.S. Federal

<u>Trademark</u>	<u>Reg. Number</u>
DELESTROGEN	619,356
TRIOSTAT	1,915,772