

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Reaffirmation of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JHP Pharmaceuticals, LLC		10/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Healthcare LLC, as administrative agent
Street Address:	305 Fellowship Road - Suite 300
City:	Mt. Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0053934	ADRENALIN
Registration Number:	0925391	APLISOL
Registration Number:	0695950	BREVITAL
Registration Number:	0699294	COLY-MYCIN
Registration Number:	0619356	DELESTROGEN
Registration Number:	0840783	KETALAR
Registration Number:	0254956	PITOCIN
Registration Number:	0254507	PITRESSIN
Registration Number:	1915772	TRIOSTAT

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7897
 Email: hmiller@vedderprice.com

CH \$240.00 0053934

Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37832.00.0037/HOLLY
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	11/05/2007

Total Attachments: 5

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**NOTICE AND REAFFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Reaffirmation") is made as of this 1st day of October, 2007 by JHP PHARMACEUTICALS, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT HEALTHCARE LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

W I T N E S S E T H:

WHEREAS, Grantor and certain of its affiliates, Grantee and certain other financial institutions have entered into a certain Credit and Guaranty Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor and Grantee have entered into a certain Pledge and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Licenses (as such term is defined below), Trademarks (as such term is below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. Each of the Credit Agreement and the Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. For purposes of this Reaffirmation, (a) "Trademark License" means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark; and (b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof.

3. Acknowledgment and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby acknowledges that pursuant to the Security Agreement it has granted to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms such grant of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

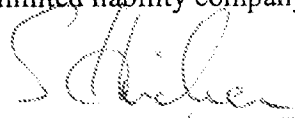
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

IN WITNESS WHEREOF, Grantor has duly executed this Reaffirmation as of the date first written above.

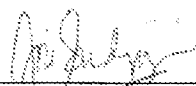
JHP PHARMACEUTICALS, LLC, a
Delaware limited liability company

By: 
Name: Stuart Haines
Its: President

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

Agreed and Accepted
As of the Date First Written Above

CIT HEALTHCARE LLC, as
Administrative Agent

By: 

Joice Soendjojo
Vice President

SCHEDULE 1

TRADEMARK LICENSES:

Trademarks Licensed from King

Cortisporin	US # 616775
Cortisporin TC	US # 2365721
Tigan	US # 684353
	Dominican Republic # 3116307
	EC # 33511516
	Korea # 616412 (including TM in Korean characters # 3624269)
	Puerto-Rico # 52638

TRADEMARKS:

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
Adrenalin	US # 0053934 Puerto Rico # 52457
Aplisol	US # 925391 Canada # TMA187629 Puerto Rico # 52445
Brevital	US # 0695950
Coly-Mycin	US # 0699294 Puerto Rico # 699294
Delestrogen	US # 0619356
Ketalar	US # 0840783 Puerto Rico # 52443
Pitocin	US # 0254956 Puerto Rico # 52449
Pitressin	US # 0254507 Puerto Rico # 52442
Triostat	US # 1915772 Canada # 1105418 (allowed application)