

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|--|--|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Partial Release of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| UBS AG, Stamford Branch, as Collateral Agent | | 07/23/2008 | CORPORATION: CONNECTICUT |
| RECEIVING PARTY DATA | | | |
| Name: | SCIELE PHARMA, INC. | | |
| Street Address: | Five Concourse Parkway | | |
| Internal Address: | Suite 1800 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2416322 | ZEBUTAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (858)720-2555 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (858) 720-2500 | | |
| Email: | sandragenua@paulhastings.com | | |
| Correspondent Name: | PAUL, HASTINGS, JANOFISKY & WALKER LLP | | |
| Address Line 1: | 875 15th Street, NW | | |
| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20005 | | |
| ATTORNEY DOCKET NUMBER: | 59656.00037-2 | | |
| NAME OF SUBMITTER: | Sandra Genua | | |
| Signature: | /Sandra Genua/ | | |

CH \$40.00 2416322

Date:

07/23/2008

Total Attachments: 3

source=59656_00037_Release_072308#page1.tif

source=59656_00037_Release_072308#page2.tif

source=59656_00037_Release_072308#page3.tif

Partial Release of Security Interest in Trademarks

This Partial Release of Security Interest in Trademarks (the "Partial Release"), dated as of July 23, 2008, is in favor of Grantor (as defined below) made by UBS AG, Stamford Branch, in its capacity as collateral agent (the "Collateral Agent") for the Lenders pursuant to the Credit Agreement, dated as of September 18, 2006, among the Collateral Agent, the financial institutions listed therein as Lenders, Sciele Pharma, Inc., a Delaware corporation, having its address at 5 Concourse Parkway, Suite 1800, Atlanta, Georgia 30328 ("Grantor") and the other credit parties party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

WHEREAS, Grantor entered into a Trademark Security Agreement, dated as of September 18, 2006 (the "Trademark Security Agreement"), and which was recorded on September 25, 2006 in the United States Patent and Trademark Office (the "PTO") at Reel 3400, Frame 0351, pursuant to which Grantor granted to the Collateral Agent a security interest in and lien on all right, title and interest of the Grantor in certain Trademarks (as defined therein), including the Trademarks set forth on Schedule A attached hereto (the Trademarks set forth on Schedule A attached hereto are herein referred to as the "Released Trademarks"), to secure the performance of certain obligations;

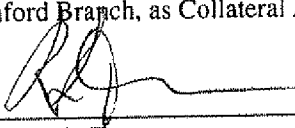
WHEREAS, pursuant to the Security Agreement, dated as of September 18, 2006, among the Grantor, the Collateral Agent and the other parties thereto, upon the sale or other transfer of assets by Grantor that is expressly permitted under the Credit Agreement, the security interest in such assets shall be automatically released; and


WHEREAS, Grantor wishes to confirm the release of any and all interest Collateral Agent may have in the Released Trademarks for the purpose of Grantor selling and assigning such Trademarks and for recording such release with the PTO.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks (but the Collateral Agent does hereby expressly reserve and retain all of its right, title, interest and liens granted by the Trademark Security Agreement in all Trademark Collateral (as defined in the Trademark Security Agreement), including Trademarks, other than Released Trademarks).

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

UBS AG, Stamford Branch, as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: David B. Julie
Title: Associate Director

Schedule A

Released Trademarks

Trademarks

| Trademark | Registration No. | Filing Date | Registration Date |
|------------------|-------------------------|--------------------|--------------------------|
| ZEBUTAL | 2,416,322 | 11/02/1998 | 12/26/2000 |