

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALPHARMA, INC.		12/29/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse, as Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	0652632	3-NITRO
Registration Number:	0809161	A
Registration Number:	2107299	ALBAC
Registration Number:	1624368	ALPHA-FOAM
Registration Number:	2889977	ALPHAMUNE
Registration Number:	2296268	ALPHARMA
Registration Number:	2296295	ALPHARMA
Registration Number:	1395489	AUREO
Registration Number:	0924594	AUREO S 700
Registration Number:	0894926	AUREO S 700
Registration Number:	0964021	AUREO S-P 250
Registration Number:	0898607	AUREO S-P 250
Registration Number:	0810374	AUREOMIX
Registration Number:	0639933	AUREOMYCIN

**OP \$1415.00 0652632**

Registration Number:	1425420	AUREOZOL
Registration Number:	0566241	AUROFAC
Registration Number:	0990496	AVATEC
Registration Number:	3303624	BETA MOS
Registration Number:	1161593	BIO-COX
Registration Number:	1065160	BMD
Registration Number:	2341707	BMD
Registration Number:	1132059	BOVATEC
Registration Number:	3538115	BROILER-MAX
Registration Number:	3250241	BUILT WITH BOVATEC
Registration Number:	1740480	CATTLYST
Registration Number:	2610016	CHLORMAX
Registration Number:	1658020	CLOSE DOSE
Registration Number:	2797375	DECCOX
Registration Number:	3450535	E-CARE NUTRITIONALS
Registration Number:	3274677	ELECTRO R
Registration Number:	1763981	E-RAT-ICATE
Registration Number:	2586579	EXTEND-A-COOL
Registration Number:	2492609	GROWTHERAPY
Registration Number:	0567692	HISTOSTAT
Registration Number:	1763979	NEO-SOL
Registration Number:	1572817	POUL-PHENE
Registration Number:	3272002	POULT PAK
Registration Number:	3407603	POULTRY SULFA
Registration Number:	1695742	R RUSSELL
Registration Number:	0552532	REN-O-SAL
Registration Number:	3450520	RESTORAID EQ
Registration Number:	3450521	RESTORAID EQ
Registration Number:	0912443	ROBENZ
Registration Number:	0864147	ROFENAID
Registration Number:	3224180	R-PEN
Registration Number:	3199205	S 700
Registration Number:	1763980	SOLU-TET 324
Registration Number:	3212506	SUL-Q-NOX
Registration Number:	3224181	TET-SOL

Registration Number:	0691172	ZOAMIX
Serial Number:	77363602	A-MYCIN
Serial Number:	78831510	ENTROMYCIN
Serial Number:	77129591	GROWTH THROUGH INNOVATION
Serial Number:	78859772	KLORVET-S
Serial Number:	77231184	OXYTET
Serial Number:	77336964	TOBRAIR

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34028
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/30/2008

Total Attachments: 8  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ALPHARMA, INC.

- Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 12/29/2008

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: Credit Suisse, as Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: USA      Zip: 10010

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

Other Bank      Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached schedule

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agoda

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

56

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Karen S. Cottrell

Signature

12/29/2008

Date

Karen S. Cottrell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Alpharma Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, King Pharmaceuticals, Inc. (the "**Borrower**"), the lenders and agents party thereto, and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to a Term Loan Credit Agreement dated as of December 29, 2008 (as amended from time to time, the "**Term Loan Credit Agreement**"); and

WHEREAS, the Borrower, the lenders and agents party thereto and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to Amendment No. 1, dated as of December 5, 2008, to the Credit Agreement, dated as of April 19, 2007 (as so amended and as further amended from time to time, the "**Revolving Loan Credit Agreement**"; and together with the Term Loan Credit Agreement, the "**Credit Agreements**"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 29, 2008 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Guarantors (as defined therein) party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), (ii) the Collateral Agreement Supplement dated as of December 29, 2008 among the Grantor, the other Grantors (as defined therein) party thereto and Grantee (the "**Collateral Agreement Supplement**") and (iii) certain other Security Documents referred to in the Collateral Agreement (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under 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 acquired or arising:

(i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

subject, in each case, to the terms of the proviso of Section 3(a) of the Collateral Agreement.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Collateral Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent expressly permitted in the Collateral Agreement, the Collateral Agreement Supplement or either Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement and the Collateral Agreement Supplement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement and the Collateral Agreement Supplement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December, 2008.

ALPHARMA INC.

By:   
Name: Jeffrey S. Campbell  
Title: EVP + CFO

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December, 2008.

ALPHARMA INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: JOHN D. TORONTO  
Title: DIRECTOR

By:   
Name: MIKHAIL FAYBUSOVICH  
Title: VICE PRESIDENT

**Schedule 1  
to Trademark  
Security Agreement**

**ALPHARMA INC.**

**U.S. TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
3-NITRO	0652632	Oct 8, 1957
A SINGLE LETTER	0809161	May 31, 1966
ALBAC	2107299	Oct 21, 1997
ALPHA-FOAM	1624368	Nov 27, 1990
ALPHAMUNE	2889977	Sept 28, 2004
ALPHARMA	2296268	Nov 30, 1999
ALPHARMA & Alpharma Logo	2296295	Nov 30, 1999
AUREO	1395489	June 3, 1986
AUREO S 700	0924594	Nov 30, 1971
AUREO S 700 Logo	0894926	July 21, 1970
AUREO SP 250	0964021	July 17, 1993
AUREO SP 250 & design	0898607	Sept 15, 1970
AUREOMIX	0810374	June 28, 1986
AUREOMYCIN	0639933	Jan 15, 1957
AUREOZOL	1425420	Jan 20, 1987
AUROFAC	0566241	Nov 4, 1952
AVATEC	990496	Aug 13, 1974
BETA MOS	3303624	Oct 2, 2007
BIO-COX	1161593	July 21, 1981
BMD	1065160	May 10, 1977
BMD (Stylized)	2341707	April 11, 2000
BOVATEC	1132059	April 1, 1980
BROILER-MAX	3538115	November 25, 2008
BUILT WITH BOVATEC	3250241	June 12, 2007
CATLYST	1740480	Dec 15, 1992
CHLORMAX	2610016	Aug 20, 2002
CLOSE DOSE	1658020	Sept 24, 1991
DECCOX	2797375	Dec 23, 2003
E-CARE NUTRITIONALS LOGO	3,450,535	June 17, 2008
ELECTRO R	3274677	Aug 7, 2007
E-RAT-ICATE	1763981	April 13, 1993
EXTEND-A-COOL	2586579	June 25, 2002
GROWTHERAPY	2492609	Sept 25, 2001
HISTOSTAT (Stylized)	0567692	Dec 9, 1952

(NY) 08014/507/TP.SECURITY.AGREEMENT/trademark.security.agreement.Alpharma.Inc.doc

**TRADEMARK  
REEL: 003911 FRAME: 0686**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
NEO-SOL	1763979	April 13, 1993
POUL-PHENE	1572817	Dec 26, 1989
POULT PAK	3272002	July 31, 2007
POULTRY-SULFA	3,407,603	April 1, 2008
R RUSSEL (Stylized)	1695742	June 23, 1992
REN-O-SAL	552532	Dec 25, 1951
RESTORAID EQ	3,450,520	June 17, 2008
RESTORAID EQ & Design	3450521	June 17, 2008
ROBENZ	0912443	June 8, 1991
ROFENAID	864147	Jan 28, 1969
R-PAN	3224180	April 3, 2007
S 700	3199205	Jan 16, 2007
SOLU-TET 324	1763980	April 13, 1993
SUL-Q-NOX	3212506	Feb 27, 2007
TET-SOL	3224181	April 3, 2007
ZOAMIX	691172	Jan 12, 1960

#### **U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
A-MYCIN	77363602	Jan 3, 2008
ENTHROMYCIN	78831510	March 7, 2006
GROWTH THROUGH INNOVATION	77129591	March 13, 2007
KlorVet-S	78859772	April 12, 2006
OXYTET	77231184	July 17, 2007
TOBRAIR	77336964	Nov 26, 2007

#### **TRADEMARK LICENSES**

**None.**