

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KING PHARMACEUTICALS RESEARCH AND DEVELOPMENT, INC.		12/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	1473847	ADENOCARD	
Registration Number:	1816335	ADENOSCAN	
Registration Number:	1541189	ADENOSCAN	
Registration Number:	1812659	ALTACE	
Registration Number:	2669786	AVINZA	
Registration Number:	3319329	AVINZA	
Registration Number:	1600325	CHLOROSTAT	
Registration Number:	1040408	CORGARD	
Registration Number:	1170890	CORZIDE	
Registration Number:	2167335	CYTOMEL	
Registration Number:	3049183	DP	
Registration Number:	1742709	DP	
Registration Number:	1810413		

OP \$1040.00 1473847

900123684

TRADEMARK
REEL: 003911 FRAME: 0696

Registration Number:	2016089	LEVOXYL
Registration Number:	2158841	
Registration Number:	1657982	LIQUI-CHAR
Registration Number:	0874778	PULMONAIRE
Registration Number:	3362798	REMOXY
Registration Number:	0926416	SILVADENE
Registration Number:	1020307	SILVADENE
Registration Number:	0715343	SKELAXIN
Registration Number:	2168566	SONATA
Registration Number:	1772760	SYNERCID
Registration Number:	2396275	SYNERCID
Registration Number:	1652129	THEREVAC
Registration Number:	2044605	THROMBIN-JMI
Registration Number:	1393762	TUSSIGON
Registration Number:	1619385	VANEX-HD
Serial Number:	77148986	JMI
Serial Number:	77329426	KAIR
Serial Number:	77253473	KING ON DEMAND
Serial Number:	77384725	MIPEN
Serial Number:	77629777	OPTIMAL FORUM
Serial Number:	77612033	REMOXY (OXYCODONE CONTROLLED-RELEASE) CAPSULES
Serial Number:	77478874	REMOXY XRT
Serial Number:	77612057	REMOXY XRT (OXYCODONE CONTROLLED-RELEASE) CAPSULES EXTRACTION RESISTANT TECHNOLOGY
Serial Number:	77384765	SUMAJEX
Serial Number:	77384760	SUMAQUIX
Serial Number:	77103110	THROMBI-PAD
Serial Number:	77103099	THROMBI-PASTE
Serial Number:	77478862	XRT

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.

TRADEMARK
REEL: 003911 FRAME: 0697

Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

34024

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

12/30/2008

Total Attachments: 9

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, King Pharmaceuticals Research and Development, 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 Grantor, the other 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**"), and (ii) 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 or the 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. 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, 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 29th day of December, 2008.

KING PHARMACEUTICALS RESEARCH
AND DEVELOPMENT, INC.

By: 

Name: James W. Elrod

Title: General Counsel and Secretary

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 9th day of December, 2008.

KING PHARMACEUTICALS RESEARCH
AND DEVELOPMENT, INC.

By: _____
Name: James W. Elrod
Title: General Counsel and Secretary

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 9th Jan 2009
Name: JOHN D. TORONTO
Title: DIRECTOR

By: [Signature]
Name: MIKHAIL FAYBUSOVICH
Title: VICE PRESIDENT

**Schedule 1
to Trademark
Security Agreement**

KING PHARMACEUTICALS RESEARCH AND DEVELOPMENT, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration #	Registration Date
ADENOCARD	1473847	January 26, 1988
ADENOSCAN	1816335	January 11, 1994
ADENOSCAN ¹	1541189	May 30, 1989
ALTACE	1812659	December 21, 1993
AVINZA	2669786	December 31, 2002
AVINZA (Design)	3319329	October 23, 2007
CHLOROSTAT	1600325	June 12, 1990
CORGARD	1040408	June 1, 1976
CORZIDE	1170890	September 29, 1981
CYTOMEL	2167335	June 23, 1998
DP	3049183	January 24, 2006
DP and Design	1742709	December 29, 1992
Enema Design	1810413	December 14, 1993
LEVOXYL	2016089	November 12, 1996
Levoxyl Tablet Design	2158841	May 19, 1998
LIQUI-CHAR	1657982	September 24, 1991
PULMONAIRE ²	874778	August 12, 1969
REMOXY	3362798	January 1, 2008
SILVADENE	926416	January 4, 1972
SILVADENE	1020307	September 16, 1975
SKELAXIN	715343	May 16, 1961
SONATA	2168566	June 23, 1998
SYNERCID	1772760	May 25, 1993
SYNERCID and Design	2396275	October 17, 2000
THEREVAC	1652129	July 30, 1991
THROMBIN-JMI	2044605	March 11, 1997
TUSSIGON	1393762	May 20, 1986
VANEX-HD	1619385	October 30, 1990

U.S. TRADEMARK APPLICATIONS

Trademark Application	Application #	Application Date
JMI	77/148986	April 4, 2007

¹ Registered to Medco Research, Inc.

² Registered to Jones Medical Instrument Company.

Trademark Application	Application #	Application Date
KAIR	77/329426	November 14, 2007
KING ON DEMAND	77/253473	August 13, 2007
MIPEN	77/384725	January 30, 2008
OPTIMAL FORUM	77/629777	December 9, 2008
REMOXY and Design	77/612033	November 11, 2008
REMOXY XRT	77/478874	May 20, 2008
REMOXY XRT and Design	77/612057	November 11, 2008
SUMAJEX	77/384765	January 30, 2008
SUMAQUIX	77/384760	January 30, 2008
THROMBI-PAD	77/103110	February 8, 2007
THROMBI-PASTE	77/103099	February 8, 2007
XRT	77/478862	May 20, 2008

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
License, Development and Commercialization Agreement	Acura Pharmaceuticals, Inc./ King Pharmaceuticals Research and Development, Inc.	October 30, 2007	Acurox and follow-on products
Assignment, Assumption and Consent Agreement	Elan Pharma International Limited and Elan Management Limited/King Pharmaceuticals Inc. and King Pharmaceuticals Research and Development, Inc.	February 26, 2007	Avinza
Bill of Sale and Assignment and Assumption Agreement	Ligand Pharmaceuticals, Inc./ King Pharmaceuticals Research and Development, Inc.	February 26, 2007	Avinza
Asset Purchase Agreement	Allerex Laboratory Ltd., Anna Maria Solinas Laroche, Rita Fraser, 1055733 Ontario Limited/ King Pharmaceuticals Research and Development, Inc. and 6494871 Canada Ltd.	March 1, 2006	Epi-Pen
Amended and Restated Asset Purchase Agreement	Elan Corporation, plc, Elan Pharma International Limited, Elan Pharmaceuticals, Inc./King Pharmaceuticals, Inc., Jones Pharma Incorporated, and	May 19, 2003	Skelaxin

	Monarch Pharmaceuticals, Inc.		
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(NY) 08014/507/IP.SECURITY.AGREEMENT/trademark.security.agreement.King.Research.Devel.doc