

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, INC.		12/29/2008	CORPORATION: TENNESSEE

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: 22

Property Type	Number	Word Mark
Registration Number:	2865269	BICILLIN
Registration Number:	2925042	BICILLIN
Registration Number:	2954783	DROP DOSE
Registration Number:	0876359	INTAL
Registration Number:	3396250	
Registration Number:	2893097	KING
Registration Number:	2927077	KING
Registration Number:	2927079	KING PHARMACEUTICALS
Registration Number:	2871392	KING PHARMACEUTICALS
Registration Number:	2927078	KING PHARMACEUTICALS
Registration Number:	2874243	KING PHARMACEUTICALS
Registration Number:	2656254	KINGKARE
Registration Number:	1912168	LORABID
Registration Number:	2031644	MONARCH PHARMACEUTICALS

OP \$565.00 2865269

Registration Number:	0578347	TAPAZOLE
Registration Number:	0684353	TIGAN
Registration Number:	1259079	TILADE
Serial Number:	78618213	CORVUE
Serial Number:	77309098	CORVUE
Serial Number:	78816511	HEMAFOAM
Serial Number:	78842125	K KING PHARMACEUTICALS
Serial Number:	78526866	VUECOR

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:	34023
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/30/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, King Pharmaceuticals, Inc., a Tennessee 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, the Grantor, 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 Grantor, 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 Grantor, 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**"), and (ii) certain other Security Documents referred to in the Collateral Agreement (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Obligations**") 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 Obligations, 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.

(NY) 08014/507/IP.SECURITY.AGREEMENT/trademark.security.agreement.King.doc

TRADEMARK
REEL: 003911 FRAME: 0718

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, 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 29th day of December, 2008.

KING PHARMACEUTICALS, INC.

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

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**

KING PHARMACEUTICALS, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration #	Registration Date
BICILLIN	2865269	July 20, 2004
BICILLIN (Stylized)	2925042	February 8, 2005
DROP DOSE	2954783	May 24, 2005
INTAL	876359	September 9, 1969
K and Design	3396250	March 11, 2008
KING and Crown Design	2893097	October 12, 2004
KING and Crown Design	2927077	February 22, 2005
KING PHARMACEUTICALS	2927079	February 22, 2005
KING PHARMACEUTICALS	2871392	August 10, 2004
KING PHARMACEUTICALS within Crown Design	2927078	February 22, 2005
KING PHARMACEUTICALS within Crown Design	2874243	August 17, 2004
KINGKARE	2656254	December 3, 2002
LORABID	1912168	August 15, 1995
MONARCH PHARMACEUTICALS	2031644	January 21, 1997
TAPAZOLE	578347	August 4, 1953
TIGAN	684353	September 1, 1959
TILADE	1259079	November 29, 1983

U.S. TRADEMARK APPLICATIONS

Trademark Application	Application #	Application Date
CORVUE and Design	78/618213	April 27, 2005
CORVUE	77/309098	October 19, 2007
HEMAFOAM	78/816511	February 16, 2006
King Pharmaceuticals and K DESIGN	78/842125	March 21, 2006
VUECOR	78/526866	December 3, 2004

TRADEMARK LICENSES

Name of Agreement	Parties (Licensor/Licensee)	Date of Agreement	Subject Matter
Purchase Agreement	Ligand Pharmaceuticals Incorporated/King Pharmaceuticals, Inc and King Pharmaceuticals Research and Development, Inc.	September 6, 2006	Avinza

Name of Agreement	Parties (Licensor/Licensee)	Date of Agreement	Subject Matter
Product Acquisition and License Agreement	Aventis Pharma S.A./King Pharmaceuticals	December 30, 2002	Synercid

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RECORDED: 12/30/2008

**TRADEMARK
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