

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY 80034-1167

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):

Alaven Pharmaceutical LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Association
- Limited Partnership

Other Delaware limited liability
company

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital
Internal Corporation, as agent

Address: _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ 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)

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

Execution Date(s) March 13, 2009

- Assignment
- Security Agreement
- Other Supplement & Amendment to Second Amended and Restated
- Merger
- Change of Name

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

A. Trademark Application No.(s)

Trademark Security Agreement

B. Trademark Registration No.(s)

2,643,983

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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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

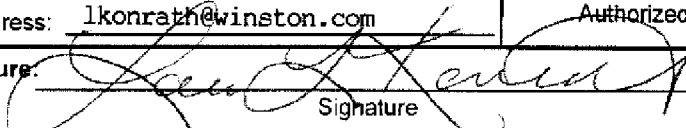
8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

4/22/09
Date

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

CH \$40.00 232428 2643983

EXECUTION VERSION

SUPPLEMENT AND AMENDMENT

TO

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT AND AMENDMENT TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of March 13, 2009, by ALAVEN PHARMACEUTICAL LLC, a Delaware limited liability company ("Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders amends and supplements that certain Second Amended and Restated Trademark Security Agreement, dated as of December 3, 2008 (the "Trademark Security Agreement"), which continues in effect as so amended and supplemented as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of December 3, 2008, by and among Grantor, Alaven Consumer Healthcare, Inc., the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and that certain Second Amended and Restated Security Agreement, dated as of December 3, 2008, Grantor has entered into the Trademark Security Agreement;

WHEREAS, Grantor and Administrative Agent desire to supplement and amend the Trademark Security Agreement in order to include thereunder such trademarks and trademark applications now owned, as set forth in Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Lenders to continue the Loans and to continue to incur Letter of Credit Obligations under the Credit Agreement, it is agreed as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in Annex A to the Credit Agreement.

2. SUPPLEMENT AND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is hereby supplemented and amended by adding and amending the Trademark Collateral (as defined in the Trademark Security Agreement) as set forth on Schedule I hereto.

This Supplement shall be deemed to be a supplement and amendment to the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Supplement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

The Trademark Security Agreement is, and shall continue to be, in full force and effect and is hereby supplemented and amended by this Supplement.

4. OTHER TERMS.

4.1 Headings. The headings in this Supplement are for convenience of reference only and are not part of the substance of this Supplement.

4.2 Successors and Assigns. This Supplement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Agent, for itself and for the benefit of Lenders, as supplemented and amended by this Supplement, inure to the benefit of Agent and Lenders, all future permitted holders of any instrument evidencing any of the Obligations and their respective permitted successors and assigns. Grantor shall not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Supplement or the Trademark Security Agreement.


4.3 Counterparts. This Supplement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart to this Supplement by facsimile machine or "pdf" shall be as effective as delivery of a manually executed counterpart of this Supplement.

4.4 GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALAVEN PHARMACEUTICAL LLC

By: 
Name: William Campbell
Title: Vice President & Chief Financial Officer

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as agent

By: _____
Name: _____
Title: Duly Authorized Signatory

501305/1

NY:1227320.1

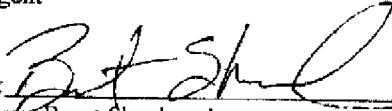
IN WITNESS WHEREOF, Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALAVEN PHARMACEUTICAL LLC

By: _____
Name: Bala Venkataraman
Title: Chief Executive Officer, President

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION,
as gent

By: 
Name: Brent Shepherrd
Title: Duly Authorized Signatory

NY:1227320.1

TRADEMARK
REEL: 003974 FRAME: 0920

SCHEDULE I
to
SUPPLEMENT AND AMENDMENT
TO
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARKS

NULEV

Registration No. 2,643,983

Registered - Renewal Due
4/9/09

NY:1227320.1
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