

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-----------------------------|
| SCIELE PHARMA CAYMAN, LTD. | | 05/13/2009 | CORPORATION: CAYMAN ISLANDS |

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: 6

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------------|
| Serial Number: | 77202400 | |
| Serial Number: | 77202405 | INTELLIGENT CHOICE |
| Serial Number: | 77202473 | |
| Registration Number: | 3346288 | PRENATE DHA |
| Registration Number: | 3356954 | PRENATE DHA RX PRENATAL VITAMIN & DHA |
| Registration Number: | 3506117 | |

CORRESPONDENCE DATA

Fax Number: (404)602-8850
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048884283
 Email: hwattm@hunton.com
 Correspondent Name: Bradley W. Grout, Hunton & Williams LLP
 Address Line 1: 600 Peachtree Street, N.E.

CH \$165.00 77202400

900134376

**TRADEMARK
 REEL: 003989 FRAME: 0703**

Address Line 2: Bank of America Plaza, Suite 4100
Address Line 4: A, DELAWARE 30308-2219

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 64464.28 |
| NAME OF SUBMITTER: | Bradley W. Grout |
| Signature: | /Bradley W. Grout/ |
| Date: | 05/19/2009 |

Total Attachments: 6

source=Sciele Pharma Cayman, Ltd. to Sciele Pharma, Inc. Executed Trademark Assignmen#page1.tif
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ASSIGNMENT OF TRADEMARKS

Dated: As of 16 March 2009

This Assignment, effective as of 16 March, 2009 (the "Effective Date"), is by and between SCIELE PHARMA CAYMAN, LTD., a Cayman Island corporation with an address at P.O. Box 390GT, One Ugland House, South Church Street, Cayman Islands ("Assignor") and SCIELE PHARMA, INC., a Delaware corporation, with an address at Five Concourse Parkway, Suite 1800, Atlanta, Georgia 30328 ("Assignee");

RECITALS

WHEREAS, Assignor is using and is the owner of certain trademark registrations and applications listed in Schedule A (collectively the "Marks"); and

WHEREAS, Assignor owns all of the rights, title and interest in and to the Marks; and

WHEREAS, Assignor desires to assign to Assignee all of its rights in and to the Marks, including all goodwill associated therewith; and

WHEREAS, Assignee desires to obtain from Assignor all of Assignor's rights in and to the Marks, including all goodwill associated therewith;

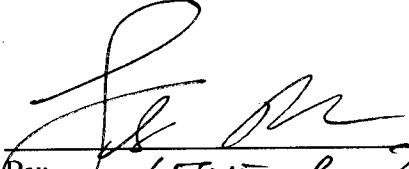
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, goodwill and interest in and to the Marks.
2. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States

whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said SCIELE PHARMA, INC. does hereby assign to the said SCIELE PHARMA CAYMAN, LTD. all right, title, goodwill and interest in and to the Marks.

SCIELE PHARMA CAYMAN, LTD., Assignor


By: _____
Title: OWNER

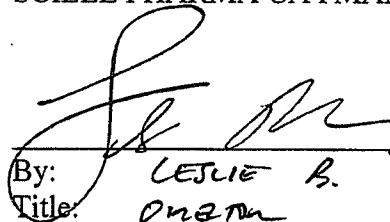
SCIELE PHARMA, INC., Assignee

By:
Title:

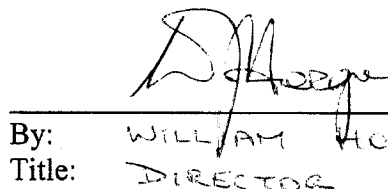
whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said SCIELE PHARMA, INC. does hereby assign to the said SCIELE PHARMA CAYMAN, LTD. all right, title, goodwill and interest in and to the Marks.

SCIELE PHARMA CAYMAN, LTD., Assignor


By: LESLIE B. ZACKS
Title: OWNER

SCIELE PHARMA, INC., Assignee


By: WILLIAM MORGAN
Title: DIRECTOR

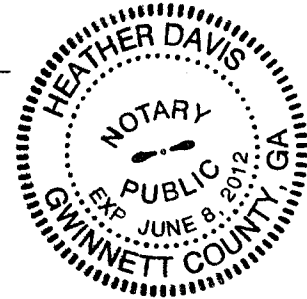
State of Georgia
City/County of Fulton

On this 13th day of MAY, 2009 personally appeared before me Leslie Zacks, who is the Director of SCIELE PHARMA CAYMAN, LTD., who is duly authorized to execute the foregoing Assignment on behalf of SCIELE PHARMA CAYMAN, LTD. for the uses and purposes herein mentioned.

Witness my hand and official seal:

Heather Davis
Notary Public

My commission expires: June 8, 2012



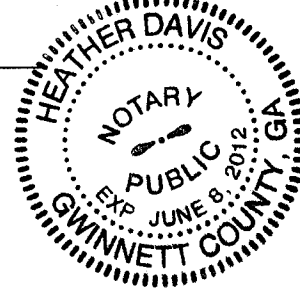
State of Georgia
City/County of Fulton

On this 13th day of May, 2009 personally appeared before me William Hogan, who is the Director of SCIELE PHARMA, INC. who is duly authorized to execute the foregoing Assignment on behalf of SCIELE PHARMA, INC. for the uses and purposes herein mentioned.

Witness my hand and official seal:

Heather Davis
Notary Public

My commission expires: June 8, 2012



SCHEDULE A
ASSIGNMENT
SCIELE PHARMA CAYMAN, LTD. TO SCIELE PHARMA, INC.

| COUNTRY | APP/REG NO. | TRADEMARK |
|----------------|--------------------|--|
| Australia | 1135490 | PRENATE ELITE |
| Australia | 1135493 | PRENATE ELITE FORTE |
| Canada | 1355919 | PRENATE ELITE |
| China | 5700207 | PRENATE ELITE |
| China | 5700206 | PRENATE ELITE FORTE |
| Colombia | 06-086776 | PRENATE ELITE |
| Colombia | 06-086775 | PRENATE ELITE FORTE |
| Mexico | 871473 | PRENATE ELITE |
| Poland | R-201416 | PRENATE ELITE |
| Poland | R-201415 | PRENATE ELITE FORTE |
| Turkey | 2006-42669 | PRENATE ELITE FORTE |
| Turkey | 2006-42668 | PRENATE ELITE |
| United States | 77/202400 | MISCELLANEOUS DESIGN (woman with baby) |
| United States | 77/202405 | INTELLIGENT CHOICE |
| United States | 77/202473 | MISCELLANEOUS DESIGN (pregnant woman baby) |
| United States | 3346288 | PRENATE DHA |
| United States | 3356954 | PRENATE DHA RX PRENATAL VITAMIN & DHA (Stylized) |
| United States | 3506117 | MISCELLANEOUS DESIGN (woman with graduate baby) |
| Venezuela | 20523-06 | PRENATE ELITE |
| Venezuela | 20524-06 | PRENATE ELITE FORTE |