

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Assignment of Second Lien Trademark Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, New York Agency		06/03/2009	Collateral Agent: UNITED STATES
RECEIVING PARTY DATA			
Name:	S.A.C. Domestic Capital Funding, Ltd.		
Street Address:	72 Cummings Point Road		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3368772	CHEM RX	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1155760-0013		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

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**TRADEMARK
 REEL: 003999 FRAME: 0702**

Date:

06/05/2009

Total Attachments: 5

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NOTICE OF ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY INTEREST

THIS ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY INTEREST (this "Assignment") dated as of June 3, 2009 is entered into by Canadian Imperial Bank of Commerce, New York Agency (in its capacity as Collateral Agent under the Second Lien Credit Agreement prior to the Second Amendment Effective Date, the "Resigning Agent") and S.A.C. Domestic Capital Funding, Ltd., a Delaware corporation, (in its capacity as successor Collateral Agent under the Second Lien Credit Agreement pursuant to the Second Amendment to the Second Lien Credit Agreement (referenced below), the "Successor Agent").

WHEREAS, Chem Rx Corporation, a Delaware corporation (the "Company"), the Resigning Agent, and the other parties thereto entered into a certain Second Lien Credit and Guaranty Agreement dated as of October 26, 2007 (as amended to date, the "Second Lien Credit Agreement"; defined terms in the Second Lien Credit Agreement have the same meanings where used herein, unless otherwise defined);

WHEREAS, in connection with the Second Lien Credit Agreement, B.J.K. Inc., a New York corporation ("BJK"), certain of its affiliates and CIBC entered into a certain Second Lien Trademark Security Agreement dated as of October 26, 2007 (the "Second Lien Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on October 26, 2007, on reel 3648 frame 0583, the terms of which are hereby incorporated by reference;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement and in conjunction with, and subject to the terms and conditions of, that certain Second Lien Pledge and Security Agreement dated as of October 26, 2007 among BJK, certain of its affiliates and the Resigning Agent, the Resigning Agent obtained a security interest in the trademarks and trademark applications set forth in the attached Schedule A (the "Marks");

WHEREAS, on March 26, 2009, the Resigning Agent gave notice of its resignation as Collateral Agent under the Second Lien Credit Agreement in accordance with Section 9.06 of the Second Lien Credit Agreement;

WHEREAS, pursuant to the Second Amendment to the Second Lien Credit Agreement dated as of April 30, 2009 by and among the Company, the Resigning Agent, the Successor Agent and the other parties thereto, the Successor Agent agreed to become and was appointed the successor Collateral Agent under the Second Lien Credit Agreement; and

WHEREAS, thereby, the Successor Agent acquired all of the Resigning Agent's rights, title and interest as Collateral Agent under the Second Lien Credit Agreement in and to the Marks, including without limitation all liens and security interests granted in connection with the Second Lien Credit Agreement and the Second Lien Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Resigning Agent hereby gives notice of its transfer, conveyance, and assignment, to the Successor Agent, its successors, legal representatives, and assigns, of all the Resigning Agent's right, title, and interest as Collateral

Agent under the Second Lien Credit Agreement in and to the Marks, including without limitation all liens and security interests, and any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all income, royalties, and damages now and hereafter due and/or payable to the Resigning Agent, for past, present, and future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above throughout the world.

* * *

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of the date first set forth above.

RESIGNING AGENT

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY

By: 

Title: **E. Lindsay Gordon**
Canadian Imperial Bank of Commerce
Date: **Authorized Signatory**

SUCCESSOR AGENT

S.A.C. DOMESTIC CAPITAL FUNDING,
LTD.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF the undersigned has executed this assignment by its duly authorized officer and its seal affixed hereto as of the date first set forth above.

RESIGNING AGENT

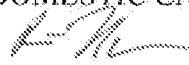
CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY

By: _____

Title: _____

Date: _____

SUCCESSOR AGENT

S.A.C. DOMESTIC CAPITAL FUNDING,
LTD. 

By: Peter Weissbaum

Title: Authorizes Person

Date: 6/3/09

Schedule A

TRADEMARKS

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CHEM RX	77-176,873	05/09/2007	3,368,772	01/15/2008