

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY** 80034-1167 (2)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

| | |
|--|---|
| <p>1. Name of conveying party(ies): Alaven Pharmaceutical LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>General Electric Capital Corporation, as agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>500 W. Monroe</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u></p> <p>Country: <u>U.S.A.</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware Corp.</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> |
| <p>3. Nature of conveyance / Execution Date(s):</p> <p>Execution Date(s) <u>September 16, 2009</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Third Amended and Restated Trademark Security Agreement</u></p> | |

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

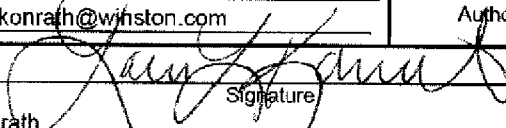
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

| | |
|---|--|
| <p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura L. Konrath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u></p> <p>Street Address: <u>35 W. Wacker Drive</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u> Zip: <u>60601</u></p> <p>Phone Number: <u>312-558-5600</u></p> <p>Fax Number: <u>312-558-5700</u></p> <p>Email Address: <u>lkonrath@winston.com</u></p> | <p>6. Total number of applications and registrations involved: 28</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>715.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>232428</u></p> <p>Authorized User Name <u>L. Konrath</u></p> |
|---|--|

9. Signature:  10/15/09 Date

Laura L. Konrath Name of Person Signing

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

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www.FormsWorkflow.com

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Continuation Item 4

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARKS:

TRADEMARKS

| | | |
|--|-----------------------------------|------------|
| ① ROWASA | Registration No. 1,461,626 | Registered |
| ANADROL | Registration No. 1,719,177 | Registered |
| ALAVEN | Registration No. 3,483,077 | Registered |
| PREFERA-OB | Application Serial No. 77/135,877 | Pending |
| PREFERAOB (special form/black-and-white) | Registration No. 3,439,501 | Registered |
| PREFERAOB (special form/colored) | Registration No. 3,411,497 | Registered |
| CALAFOL | Registration No. 2,890,417 | Registered |
| PREFERAOB DHA (stylized) | Application Serial No. 77/394,583 | Pending |
| PREFERAOB DHA (typed word) | Application Serial No. 77/347,542 | Pending |
| PREFERAOB (typed word, no hyphen) | Registration No. 3,471,689 | Registered |
| BIFERA | Registration No. 3,661,656 | Registered |
| LEVSIN | Registration No. 623,945 | Registered |
| LEVSINEX | Registration No. 2,092,769 | Registered |
| LEVBID | Registration No. 2,045,931 | Registered |
| FOLPACE | Registration No. 2,883,328 | Registered |
| HEXAFED | Registration No. 2,859,039 | Registered |
| HEXAFLU | Registration No. 2,859,043 | Registered |
| ALAVEN | Registration No. 3,637,696 | Registered |
| REGLAN | Registration No. 1,154,480 | Registered |
| SFROWASA | Application Serial No. 77/459,520 | Pending |
| LOWASA | Application Serial No. 77/463,538 | Pending |
| REGLAN ODT | Application Serial No. 77/505,513 | Pending |
| DEMILYTE | Application Serial No. 77/505,528 | Pending |
| NULEV | Registration No. 2,643,983 | Registered |
| MEDIPRESERV | Application Serial No. 77/678,406 | Pending |
| BIFERARX | Application Serial No. 77/740,362 | Pending |
| BIFERA | Application Serial No. 77/779,121 | Pending |
| BIFERA | Application Serial No. 77/779,124 | Pending |

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EXECUTION COPY

THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2009 (this "Trademark Security Agreement") , 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 restates in its entirety that certain Second Amended and Restated Trademark Security Agreement, dated as of December 3, 2008 (the "Existing Trademark Security Agreement"), which continues in effect as so amended and restated as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of the date hereof, 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 or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Third Amended and Restated Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority

security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENT AND RESTATEMENT; REAFFIRMATION OF SECURITY. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement, by and among the Grantor and the Agent, which Existing Trademark Security Agreement continues in full force and effect as so amended and restated as set forth herein. Without limiting the generality of the immediately preceding sentence, the Liens granted under the Existing Trademark Security Agreement, as so amended and restated as set forth in this Trademark Security Agreement, shall in all respects be and remain continuing, securing the payment of all of the Obligations. This Trademark Security Agreement represents a continuance of the Existing Trademark Security Agreement as amended and restated hereby and not a novation of the Existing Trademark Security Agreement. The Grantor acknowledges the execution and delivery of the Credit Agreement on the date hereof and hereby reaffirms the security interests and Liens granted to the Agent for its benefit and the ratable benefit of the Lenders pursuant to the Existing Trademark Security Agreement as so amended and restated herein.

[Signature Page Follows]

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

ALAVEN PHARMACEUTICAL LLC,
as Grantor

By: 

Name: Bala Venkataraman

Title: Chief Executive Officer, President

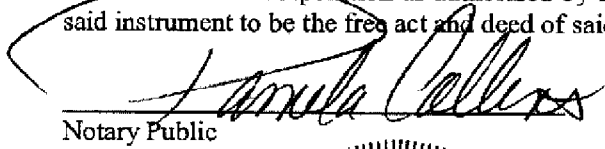
[Signature Page to Alaven Trademark Security Agreement]

TRADEMARK
REEL: 004080 FRAME: 0232

ACKNOWLEDGMENT OF GRANTOR

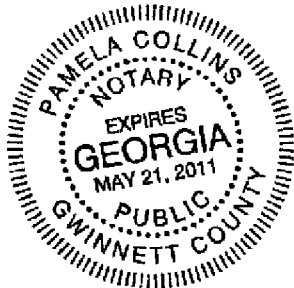
STATE OF GEORGIA)
COUNTY OF GWINNETT) ss.

On this 16th day of September 2009 before me personally appeared Bala Venkataraman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alaven Pharmaceutical LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



[Alaven Trademark Security Agreement Acknowledgment of Grantor]

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By:


Name: BRENT SHEPHERD

Title: Duly Authorized Signatory

[Signature Page to Alaven Trademark Security Agreement]

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TRADEMARK SECURITY AGREEMENT**

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| ANADROL | Registration No. 1,719,177 | Registered |
| ALAVEN | Registration No. 3,483,077 | Registered |
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| BIFERARX | Application Serial No. 77/740,362 | Pending |
| BIFERA | Application Serial No. 77/779,121 | Pending |
| BIFERA | Application Serial No. 77/779,124 | Pending |

| LICENSED MARKS | | | | |
|-----------------------|----------------------------|------------------------|--------------------------|-----------------------|
| Registrations | | | | |
| Trademark | Country | Registration No | Registration Date | Recorded Owner |
| COLYTE | United States of America | 1302386 | 10/30/1984 | SRZ Properties, Inc. |
| | Egypt | IR583650 | 2/25/1992 | Glaxo Smith Kline |
| | Israel | 75242 | 1/2/1997 | Schwarz Pharma, Inc. |
| | Saudi Arabia | 351/87 | 9/25/1995 | Schwarz Pharma, Inc. |
| TRILYTE | United States of America | 3154739 | 10/10/2006 | SRZ Properties, Inc. |
| PROCTOFOAM | United States of America | 819021 | 11/22/1986 | SRZ Properties Inc. |
| | Israel | 55528 | 1/12/1983 | Schwarz Pharma, Inc. |
| CORTIFOAM | United States of America | 938531 | 7/25/1992 | SRZ Properties Inc. |
| DIPENTUM | United States of America | 1337522 | 5/28/1985 | UCB Pharma Ltd. |
| PROCTOCREAM | No subsisting registration | | | |

The registration of the mark COLYTE in Egypt was legally assigned to an Affiliate of UCB, however, such assignment has not been properly recorded.

DOMAIN NAMES:

1. www.cortifoam.com
2. www.proctofoam.com
3. www.e-colyte.com
4. www.trilyte.com
5. www.aboutcolyte.com
6. www.colyte.com
7. www.colyte.net

