

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 <i>80034 - 1167</i> 2 copy	
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 <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> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>General Electric Capital Corporation,</u> Internal Address: <u>as agent</u> Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>U.S.A.</u> Zip: <u>60661</u> <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 _____ 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)
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>September 16, 2009</u> <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>Correction to Reel 004080/</u>	Identification or description of the Trademark. B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>Frame 0228; delete 1,719,177; replace with 719,177 ANADROL</u>	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>	6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u>
9. Signature: <u>Laura L. Konrath</u> <u>10/26/09</u> Signature Date Laura L. Konrath Name of Person Signing	Total number of pages including cover sheet, attachments, and document: <u> </u>

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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Form PTO-1584 (Rev. 12-04) U.S. DEPARTMENT OF COMMERCE
OMB Collection 0651-0027 (exp. 01/31/2009) 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): _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance (Execution Date(s)): 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>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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> Internal Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> 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>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) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura L. Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-5600</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u></p>	<p>6. Total number of applications and registrations involved: <u>28</u></p> <p>7. Total fee (\$7 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>B. Payment Information: Deposit Account Number <u>232428</u> Authorized User Name <u>L. Konrath</u></p>
<p>9. Signature: <u>[Signature]</u> <u>10/15/09</u> Signature Date Name of Person Signing: <u>Laura L. Konrath</u> Total number of pages including cover sheet, attachments, and document: <u> </u></p>	

CH \$715.00 232428 77135877

Documents to be recorded (excluding cover sheet) should be filed to (571) 273-9148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1469, Alexandria, VA 22313-1439

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PAGE 8/008

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TO: LAURA L. KONRATH

COMPANY: WINSTON & STRAWN LLP

Winston & Strawn

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PAGE 004/012

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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
PREFERA OB (special form/black-and-white)	Registration No. 3,439,501	Registered
PREFERA OB (special form/colored)	Registration No. 3,411,497	Registered
CALAFOL	Registration No. 2,890,417	Registered
PREFERA OB DHA (stylized)	Application Serial No. 77/394,583	Pending
PREFERA OB DHA (typed word)	Application Serial No. 77/347,542	Pending
PREFERA OB (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: 004088 FRAME: 0316

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]

**SCHEDULE I
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TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

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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
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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