

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALPHARMA INC.		10/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, AS AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77779513	CYGRO
Serial Number:	77780469	HISTOSTAT
Serial Number:	77737956	PREFLORA
Serial Number:	77737952	PROFLORA
Serial Number:	77737949	ENTERAGUARD
Serial Number:	77767185	CORVUE

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G. Street NW
Address Line 2: Suite 420
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$165.00 77779513

ATTORNEY DOCKET NUMBER:	F123065
NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	11/04/2009
Total Attachments: 5 source=Alpharma#page2.tif source=Alpharma#page3.tif source=Alpharma#page4.tif source=Alpharma#page5.tif source=Alpharma#page6.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Alpharma Inc., a Delaware corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, King Pharmaceuticals, Inc. (the "Borrower"), the lenders and agents party thereto, and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to a Term Loan Credit Agreement dated as of December 29, 2008 (as amended from time to time, the "**Term Loan Credit Agreement**"); and

WHEREAS, the Borrower, the lenders and agents party thereto and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to Amendment No. 1, dated as of December 5, 2008 to Credit Agreement, dated as of April 19, 2007 (as so amended and as further amended from time to time, the "**Revolving Loan Credit Agreement**"); and together with the Term Loan Credit Agreement, the "**Credit Agreements**"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 29, 2008 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), (ii) the Collateral Agreement Supplement dated as of December 29, 2008 among the Grantor, the other Grantors (as defined therein) party thereto and Grantee (the "**Collateral Agreement Supplement**"), and (iii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present, or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

subject, in each case to the terms of the proviso of Section 3(a) of the Collateral Agreement.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined the Collateral Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Collateral Agreement, the Collateral Agreement Supplement or either Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant

any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement and the Collateral Agreement Supplement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement and the Collateral Agreement Supplement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of October, 2009.

ALPHARMA INC

By: 

Name: Eric J. Bruce

Title: President

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____

Name:

Title

By: _____

Name:

Title

any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement and the Collateral Agreement Supplement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement and the Collateral Agreement Supplement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29th day of October, 2009.

ALPHARMA INC.

By: _____
Name: Eric J. Bruce
Title: President

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name: **PIANKA MOHAN**
Title: **VICE PRESIDENT**

By: _____
Name: **VIPUL DHADDA**
Title: **ASSOCIATE**

**Schedule 1
to Trademark
Security Agreement**

ALPHARMA INC.

U.S. TRADEMARKS

None.

U. S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
HISTOSTAT	77780469	07/14/2009
CYGRO	77779513	07/13/2009
PREFLORA	77737956	05/15/2009
PROFLORA	77737952	05/15/2009
ENTERAGUARD	77737949	05/15/2009
CORVUE & Design	77767185	05/15/2009

TRADEMARK LICENSES

None.