

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
PARKEDALE PHARMACEUTICALS, INC.		05/11/2010	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG		
Street Address:	AS ADMINISTRATIVE AGENT		
Internal Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2015950	PROCANBID	
Registration Number:	2065975	PROCANBID	
Registration Number:	2062311	PROCANBID	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(800) 494-5225		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	ELSPETH CALLAHAN		
Address Line 1:	NATIONAL CORPORATE RESEARCH		
Address Line 2:	1100 G. STREET, N.W. SUITE 420		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F126672		

OP \$90.00 2015950

900161945

TRADEMARK
 REEL: 004204 FRAME: 0189

NAME OF SUBMITTER:	Mariee Pilkington
Signature:	/Mariee Pilkington/
Date:	05/12/2010
<p>Total Attachments: 5</p> <p>source=T S A - Parkedale#page3.tif</p> <p>source=T S A - Parkedale#page4.tif</p> <p>source=T S A - Parkedale#page5.tif</p> <p>source=T S A - Parkedale#page6.tif</p> <p>source=T S A - Parkedale#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, Parkedale Pharmaceuticals, Inc., a Michigan 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 AG, as Administrative Agent and Collateral Agent, are parties to the Credit Agreement, dated as of May 11, 2010 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 11, 2010 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) 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 certain 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 hereby 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 applications 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, with respect to each outbound Trademark License governing a Trademark owned by the Grantor, 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 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 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 or the 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. 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

PARKEDALE PHARMACEUTICALS, INC.

By: 

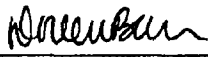
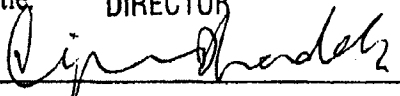
Name: Brian A. Markison

Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement – Parkedale Pharmaceuticals, Inc.]

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral
Agent

By: 
Name: DOREEN BARR
Title: DIRECTOR
By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

*[Signature Page to Trademark Security Agreement – Parkedale Pharmaceuticals,
Inc.]*

(NY) 08014/507/AMEND.2010/SECURITY.DOCUMENTS/Trademark Security Agreement.doc

**Schedule 1
to Trademark
Security Agreement**

PARKEDALE PHARMACEUTICALS, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration #	Registration Date
PROCANBID	2015950	November 12, 1996
PROCANBID and Design	2065975	May 27, 1997
PROCANBID and Design	2062311	May 13, 1997

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.