

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
KING PHARMACEUTICALS, INC.		05/11/2010	CORPORATION: TENNESSEE
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: 19			
Property Type	Number	Word Mark	
Registration Number:	2865269	BICILLIN	
Registration Number:	2925042	BICILLIN	
Registration Number:	2954783	DROP DOSE	
Registration Number:	3396250		
Registration Number:	2893097	KING	
Registration Number:	2927077	KING	
Registration Number:	2927079	KING PHARMACEUTICALS	
Registration Number:	2871392	KING PHARMACEUTICALS	
Registration Number:	3589117	K KING PHARMACEUTICALS	
Registration Number:	2927078	KING PHARMACEUTICALS	
Registration Number:	2874243	KING PHARMACEUTICALS	
Registration Number:	2656254	KINGKARE	
Registration Number:	1912168	LORABID	

OP \$490.00 2865269

900162031

TRADEMARK
 REEL: 004204 FRAME: 0777

Registration Number:	2031644	MONARCH PHARMACEUTICALS
Registration Number:	0578347	TAPAZOLE
Registration Number:	0684353	TIGAN
Registration Number:	1259079	TILADE
Serial Number:	77309098	CORVUE
Serial Number:	78618213	CORVUE

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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
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NAME OF SUBMITTER:	Mariee Pilkington
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Signature:	/Mariee Pilkington/
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Date:	05/12/2010
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, King Pharmaceuticals, Inc., a Tennessee 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 secured certain of its obligations (the **"Obligations"**) 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 Obligations, 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.


KING PHARMACEUTICALS, INC.

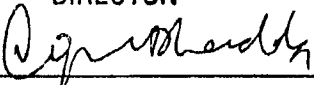
By: 
Name: Brian A. Markison
Title: President and Chief Executive Officer

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

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

TRADEMARK
REEL: 004204 FRAME: 0782

**Schedule 1
to Trademark
Security Agreement**

KING PHARMACEUTICALS, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
BICILLIN	2865269	July 20, 2004
BICILLIN (Stylized)	2925042	February 8, 2005
DROP DOSE	2954783	May 24, 2005
K Logo and Design	3396250	March 11, 2008
KING and Crown Design	2893097	October 12, 2004
KING and Crown Design	2927077	February 22, 2005
KING PHARMACEUTICALS	2927079	February 22, 2005
KING PHARMACEUTICALS	2871392	August 10, 2004
King Pharmaceuticals and K Design	3,589,117	March 10, 2009
KING PHARMACEUTICALS within Crown Design	2927078	February 22, 2005
KING PHARMACEUTICALS within Crown Design	2874243	August 17, 2004
KINGKARE	2656254	December 3, 2002
LORABID	1912168	August 15, 1995
MONARCH PHARMACEUTICALS and Design	2031644	January 21, 1997
TAPAZOLE	578347	August 4, 1953
TIGAN	684353	September 1, 1959
TILADE	1259079	November 29, 1983

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
CORVUE	77/309098	October 19, 2007
CORVUE and Design	78/618213	April 27, 2005

TRADEMARK LICENSES

Name of Agreement	Parties (Licensor/Licensee)	Date of Agreement	Subject Matter
Purchase Agreement	Ligand Pharmaceuticals Incorporated/ King Pharmaceuticals, Inc and King Pharmaceuticals Research and Development,	September 6, 2006	Avinza

Name of Agreement	Parties (Licensor/Licensee)	Date of Agreement	Subject Matter
	Inc.		
Product Acquisition and License Agreement	Aventis Pharma S.A./ King Pharmaceuticals	December 30, 2002	Synercid