

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 PHARMACEUTICALS LLC		05/11/2010	LIMITED LIABILITY COMPANY: UNITED STATES
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: 8			
Property Type	Number	Word Mark	
Registration Number:	3715908	EMBEDA	
Registration Number:	3738036	EMBEDA	
Registration Number:	3473264	MAXIMIZE RELIEF. MINIMIZE ABUSE.	
Registration Number:	3473263	PAINBALANCE	
Serial Number:	77336776	OXSENAL	
Serial Number:	77333124	PAINPOINT	
Serial Number:	77333091	PAINPOINTS	
Serial Number:	77630899	PROCORE	
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		

OP \$215.00 3715908

900162001

TRADEMARK
 REEL: 004204 FRAME: 0879

Correspondent Name: ELSPETH CALLAHAN
Address Line 1: NATIONAL CORPORATE RESEARCH
Address Line 2: 1100 G STREET NW Suite 420
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F126672

NAME OF SUBMITTER: Mariee Pilkington

Signature: /Mariee Pilkington/

Date: 05/12/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, Alpharma Pharmaceuticals LLC, a Delaware limited liability company (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.

ALPHARMA PHARMACEUTICALS LLC

By: 
Name: Brian A. Markison
Title: President

[Signature Page to Trademark Security Agreement – Alpharma Pharmaceuticals LLC]

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral
Agent

By: Doreen Barr
Name: DOREEN BARR
Title: DIRECTOR

By: Vipul Dhadha
Name: VIPUL DHADDA
Title: ASSOCIATE

*[Signature Page to Trademark Security Agreement – Alpharma Pharmaceuticals
LLC]*

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

**Schedule 1
to Trademark
Security Agreement**

ALPHARMA PHARMACEUTICALS LLC

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
EMBEDA	3,715,908	November 24, 2009
EMBEDA Logo	3,738,036	January 12, 2010
MAXIMIZE RELIEF, MINIMIZE ABUSE	3,473,264	July 22, 2008
PAINBALANCE	3,473,263	July 22, 2008

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
OXSENAL	77336776	November 26, 2007
PAINPOINT	77333124	November 19, 2007
PAINPOINTS	77333091	November 19, 2007
Procore	77/630,899	December 11, 2008

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Exclusive license and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Flector Patch
Exclusive License and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Tirosint