

# 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, 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: 56			
Property Type	Number	Word Mark	
Registration Number:	0652632	3-NITRO	
Registration Number:	0809161	A	
Registration Number:	2107299	ALBAC	
Registration Number:	1624368	ALPHA-FOAM	
Registration Number:	2889977	ALPHAMUNE	
Registration Number:	2296268	ALPHARMA	
Registration Number:	2296295	ALPHARMA	
Registration Number:	1395489	AUREO	
Registration Number:	0924594	AUREO S 700	
Registration Number:	0894926	AUREO S 700	
Registration Number:	0964021	AUREO S-P 250	
Registration Number:	0898607	AUREO S-P 250	
Registration Number:	0810374	AUREOMIX	

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900162111

TRADEMARK  
 REEL: 004205 FRAME: 0456

Registration Number:	0639933	AUREOMYCIN
Registration Number:	1425420	AUREOZOL
Registration Number:	0566241	AUROFAC
Registration Number:	0990496	AVATEC
Registration Number:	3303624	BETA MOS
Registration Number:	1161593	BIO-COX
Registration Number:	1065160	BMD
Registration Number:	2341707	BMD
Registration Number:	1132059	BOVATEC
Registration Number:	3538115	BROILER-MAX
Registration Number:	3250241	BUILT WITH BOVATEC
Registration Number:	1740480	CATTLYST
Registration Number:	2610016	CHLORMAX
Registration Number:	1658020	CLOSE DOSE
Registration Number:	2797375	DECCOX
Registration Number:	3450535	E-CARE NUTRITIONALS
Registration Number:	3274677	ELECTRO R
Registration Number:	1763981	E-RAT-ICATE
Registration Number:	2586579	EXTEND-A-COOL
Registration Number:	2492609	GROWTHERAPY
Registration Number:	3722382	HISTOSTAT
Registration Number:	0567692	HISTOSTAT
Registration Number:	1763979	NEO-SOL
Registration Number:	3577155	OXYTET
Registration Number:	3272002	POULT PAK
Registration Number:	3407603	POULTRY SULFA
Registration Number:	1695742	R RUSSELL
Registration Number:	0552532	REN-O-SAL
Registration Number:	3450520	RESTORAID EQ
Registration Number:	3450521	RESTORAID EQ
Registration Number:	0912443	ROBENZ
Registration Number:	0864147	ROFENAID
Registration Number:	3224180	R-PEN
Registration Number:	3199205	S 700
Registration Number:	1763980	SOLU-TET 324

Registration Number:	3212506	SUL-Q-NOX
Registration Number:	3224181	TET-SOL
Registration Number:	0691172	ZOAMIX
Serial Number:	85004073	A
Serial Number:	77363602	A-MYCIN
Serial Number:	77779513	CYGRO
Serial Number:	77737956	PREFLORA
Serial Number:	77950775	REACH TEACH LEARN

#### 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
NAME OF SUBMITTER:	Mariee Pilkington
Signature:	/Mariee Pilkington/
Date:	05/13/2010

#### Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, Alpharma, 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, LLC

By: 


Name: Eric J. Bruce  
Title: President

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

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 – Alpharma, LLC]*

(NY) 08014/307/AMEND.2010/SECURITY.DOCUMENTS/Trademark Security Agreement1.doc

**Schedule 1  
to Trademark  
Security Agreement**

**ALPHARMA, LLC**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
3-NITRO	0652632	October 8, 1957
A SINGLE LETTER	0809161	May 31, 1966
ALBAC	2107299	October 21, 1997
ALPHA-FOAM	1624368	November 27, 1990
ALPHAMUNE	2889977	September 28, 2004
ALPHARMA	2296268	November 30, 1999
ALPHARMA & Alpharma Logo	2296295	November 30, 1999
AUREO	1395489	June 3, 1986
AUREO S 700	0924594	November 30, 1971
AUREO S 700 Logo	0894926	July 21, 1970
AUREO SP 250	0964021	July 17, 1993
AUREO SP 250 & design	0898607	September 15, 1970
AUREOMIX	0810374	June 28, 1986
AUREOMYCIN	0639933	January 15, 1957
AUREOZOL	1425420	January 20, 1987
AUROFAC	0566241	November 4, 1952
AVATEC	990496	August 13, 1974
BETA MOS	3303624	October 2, 2007
BIO-COX	1161593	July 21, 1981
BMD	1065160	May 10, 1977
BMD (Stylized)	2341707	April 11, 2000
BOVATEC	1132059	April 1, 1980
BROILER-MAX	3538115	November 25, 2008
BUILT WITH BOVATEC	3250241	June 12, 2007
CATTLYST	1740480	December 15, 1992
CHLORMAX	2610016	August 20, 2002
CLOSE DOSE	1658020	September 24, 1991
DECCOX	2797375	December 23, 2003
E-CARE NUTRITIONALS LOGO	3,450,535	June 17, 2008
ELECTRO R	3274677	August 7, 2007
E-RAT-ICATE	1763981	April 13, 1993
EXTEND-A-COOL	2586579	June 25, 2002
GROWTHERAPY	2492609	September 25, 2001
HISTOSTAT	3722382	December 8, 2009
HISTOSTAT (Stylized)	0567692	December 9, 1952
NEO-SOL	1763979	April 13, 1993
OXYTET	3,577,155	February 17, 2009
POULT PAK	3272002	July 31, 2007



POULTRY SULFA	3,407,603	April 1, 2008
R RUSSELL (Stylized)	1695742	June 23, 1992
REN-O-SAL	552532	December 25, 1951
RESTORAID EQ	3,450,520	June 17, 2008
RESTORAID EQ & Design	3450521	June 17, 2008
ROBENZ	0912443	June 8, 1991
ROFENAID	864147	January 28, 1969
R-PEN	3224180	April 3, 2007
S 700	3199205	January 16, 2007
SOLU-TET 324	1763980	April 13, 1993
SUL-Q-NOX	3212506	February 27, 2007
TET-SOL	3224181	April 3, 2007
ZOAMIX	691172	January 12, 1960

#### U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
A Single Letter	85004073	April 1, 2010
A-MYCIN	77363602	January 3, 2008
Cygro	77779513	July 13, 2009
Preflora	77/737956	May 15, 2009
REACH TEACH LEARN & Design	77/950775	March 4, 2010

#### TRADEMARK LICENSES

None.