

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
MONARCH 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: 14			
Property Type	Number	Word Mark	
Registration Number:	2029430	ACCUDOSE	
Registration Number:	3130490	ACCUDOSE	
Registration Number:	0616775	CORTISPORIN	
Registration Number:	0581264	KEMADRIN	
Registration Number:	1350257		
Registration Number:	1808767	MENEST	
Registration Number:	1101912	NUCOFED	
Registration Number:	1498288	PEDIOTIC	
Registration Number:	2713701	POLYMATRIX	
Registration Number:	0806889	PROLOPRIM	
Registration Number:	0735573	QUIBRON	
Registration Number:	0904178	SEPTRA	
Registration Number:	1216341	THALITONE	

OP \$365.00 2029430

900162133

TRADEMARK
REEL: 004205 FRAME: 0676

Registration Number:	1018684	VIROPTIC
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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:	F 126672
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NAME OF SUBMITTER:	Mariee Pilkington
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Signature:	/Mariee Pilkington/
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Date:	05/13/2010
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, Monarch 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 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.

MONARCH PHARMACEUTICALS, INC.

By: 

Name: Brian A. Markison

Title: President and Chief Executive
Officer

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

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

**Schedule 1
to Trademark
Security Agreement**

MONARCH PHARMACEUTICALS, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
ACCUDOSE	2029430	January 14, 1997
ACCUDOSE	3130490	August 15, 2006
CORTISPORIN	616775	November 29, 1955
KEMADRIN (Stylized)	581264	October 20, 1953
Kidney Shape and Design	1350257	July 23, 1985
MENEST	1808767	December 7, 1993
NUCOFED	1101912	September 12, 1978
PEDIOTIC	1498288	August 2, 1988
POLYMATRIX	2713701	May 6, 2003
PROLOPRIM	806889	April 12, 1966
QUIBRON	735573	August 7, 1962
SEPTRA	904178	December 15, 1970
THALITONE	1216341	November 16, 1982
VIROPTIC	1018684	August 26, 1975

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement	Parties (Licensor/Licensee)	Date of Agreement	Subject Matter
Agreement for Purchase and Sale of Assets Relating to Neosporin and Polysporin	Glaxo-Wellcome / Monarch Pharmaceuticals, Inc.	November 14, 1997	Neosporin and Polysporin