

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRUGTECH CORPORATION		09/13/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Healthcare I, L.L.C.
Street Address:	375 Park Avenue, 12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2517899	CALCIPURE
Registration Number:	1156939	CHROMAGEN
Registration Number:	3395236	CHRONOMETRIC SYSTEM
Registration Number:	3184560	CLINDESSE
Registration Number:	2948258	CONTINUUM OF CARE
Registration Number:	3111521	ENCORA
Registration Number:	3688522	EVAMIST
Registration Number:	3550530	EVAMIST
Registration Number:	1997221	FLAVORTECH
Registration Number:	1912198	GUAIFENEX
Registration Number:	2457708	GYNAZOLE 1
Registration Number:	2031080	HISTA-VENT
Registration Number:	1932221	HISTINEX
Registration Number:	3269576	INVEAMP

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Registration Number:	1293848	METER RELEASE
Registration Number:	1939204	MICRO RELEASE
Registration Number:	1123580	MICRO-K
Registration Number:	2031082	NATALCARE
Registration Number:	0804556	NIFEREX
Registration Number:	3291637	NIFEREX GOLD
Registration Number:	2500706	NITROQUICK
Registration Number:	2441392	NUTRINATE
Registration Number:	2940425	OMEGANATE
Registration Number:	2719613	PRE CARE CONCEIVE
Registration Number:	3320970	PRECARE PREMIER
Registration Number:	2582817	PRIMACARE
Registration Number:	3643470	PRIMACARE ADVANTAGE
Registration Number:	3414475	PRIMACARE ONE
Registration Number:	3406639	REPLIVA
Registration Number:	3389789	REPLIVA 21/7
Registration Number:	1192702	SITE RELEASE
Registration Number:	2742749	STRONGSTART
Registration Number:	2948813	THE THER-RX CONTINUUM OF WOMEN'S CARE
Registration Number:	1365182	PRECARE

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	11289-2
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	09/14/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of September, 2010, by and among the Grantor listed on the signature pages hereof ("Grantor"), and U.S. Healthcare I, L.L.C., in its capacity as agent for U.S. Healthcare II, L.L.C. (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Promissory Note and Security Agreement dated as of September 13, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note"), by and among **K-V PHARMACEUTICAL COMPANY**, its domestic subsidiaries, and Agent, the Agent, on its behalf and as agent on behalf of U.S. Healthcare II, L.L.C., has agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Note, Grantor is required to execute and deliver to Agent this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, to secure the obligations under the Note (collectively, the "Secured Obligations"), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, including those U.S. trademark registrations and applications referred to on Schedule I;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(d) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any intent-to-use trademark applications until such time as a verified statement of use with respect thereto has been filed with and duly accepted by the United States Patent and Trademark Office.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be

owed by Grantor to Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. **NOTE.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Note, the Note shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Within five (5) business days at the end of each fiscal quarter, Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration obtained during such fiscal quarter. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

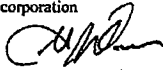
7. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [NEW YORK].**

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

DRUGTECH CORPORATION,
a Delaware corporation

By: 
Name: Gordon J. Davis, II
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

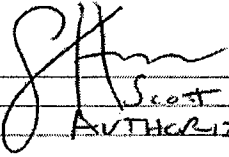
AGENT:

U.S. HEALTHCARE I, L.L.C.

By:

Name:

Title:



Scott Hanson

Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Grantor	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
CALCIPURE	DrugTech Corporation	U.S. Federal	75577164	26-OCT-1998	2517899	11-DEC-2001	Registered
CHROMAGEN	DrugTech Corporation	U.S. Federal	73233578	01-OCT-1979	1156939	09-JUN-1981	Registered
CHRONOMETRIC SYSTEM	DrugTech Corporation	U.S. Federal	76555249	30-OCT-2003	3395236	11-MAR-2008	Registered
CLINDESSE	DrugTech Corporation	U.S. Federal	78499863	14-OCT-2004	3184560	12-DEC-2006	Registered
CONTINUUM OF CARE	DrugTech Corporation	U.S. Federal	75918987	16-FEB-2000	2948258	10-MAY-2005	Registered
ENCORA	DrugTech Corporation	U.S. Federal	78580123	04-MAR-2005	3111521	04-JUL-2006	Registered
EVAMIST	DrugTech Corporation	U.S. Federal	77624202	01-DEC-2008	3688522	29-SEP-2009	Registered
EVAMIST	DrugTech Corporation	U.S. Federal	76593834	24-MAY-2004	3550530	23-DEC-2008	Registered
FLAVORTECH	DrugTech Corporation	U.S. Federal	74244384	10-FEB-1992	1997221	27-AUG-1996	Renewed (Registered)
GUAIFENEX	DrugTech Corporation	U.S. Federal	74444075	05-OCT-1993	1912198	15-AUG-1995	Renewed (Registered)
GYNAZOLE 1	DrugTech Corporation	U.S. Federal	75463472	03-APR-1998	2457708	05-JUN-2001	Registered
HISTA-VENT	DrugTech Corporation	U.S. Federal	74676915	19-MAY-1995	2031080	14-JAN-1997	Renewed (Registered)
HISTINEX	DrugTech Corporation	U.S. Federal	74480350	19-JAN-1994	1932221	31-OCT-1995	Renewed (Registered)
INVEAMP	DrugTech Corporation	U.S. Federal	78637694	26-MAY-2005	3269576	24-JUL-2007	Registered
METER RELEASE	DrugTech Corporation	U.S. Federal	73428036	31-MAY-1983	1293848	11-SEP-1984	Renewed (Registered)
MICRO RELEASE	DrugTech Corporation	U.S. Federal	74482028	24-JAN-1994	1939204	05-DEC-1995	Renewed (Registered)
MICRO-K	DrugTech Corporation	U.S. Federal	73179777	26-JUL-1978	1123580	07-AUG-1979	Renewed (Registered)
NATALCARE	DrugTech Corporation	U.S. Federal	74676938	19-MAY-1995	2031082	14-JAN-1997	Renewed (Registered)
NIFEREX	DrugTech Corporation	U.S. Federal	72222116	28-JUN-1965	0804556	01-MAR-1966	Renewed (Registered)
NIFEREX GOLD	DrugTech Corporation	U.S. Federal	78581445	07-MAR-2005	3291637	11-SEP-2007	Registered
NITROQUICK	DrugTech Corporation	U.S. Federal	75594820	24-NOV-1998	2500706	23-OCT-2001	Registered
NUTRINATE	DrugTech Corporation	U.S. Federal	75579203	29-OCT-1998	2441392	03-APR-2001	Registered
OMEGANATE	DrugTech Corporation	U.S. Federal	76358947	16-JAN-2002	2940425	12-APR-2005	Registered
PANGESTYME	DrugTech Corporation	U.S. State Missouri			16277	04-NOV-2003	Registered Mo
PRE CARE CONCEIVE	DrugTech Corporation	U.S. Federal	75812187	30-SEP-1999	2719613	27-MAY-2003	Registered
PRE CARE PREMIER	DrugTech Corporation	U.S. Federal	78791430	13-JAN-2006	3320970	23-OCT-2007	Registered
PRIMACARE	DrugTech Corporation	U.S. Federal	75723732	08-JUN-1999	2582817	18-JUN-2002	Registered
PRIMACARE ADVANTAGE	DrugTech Corporation	U.S. Federal	77630022	10-DEC-2008	3643470	23-JUN-2009	Registered
PRIMACARE ONE	DrugTech Corporation	U.S. Federal	77281823	18-SEP-2007	3414475	22-APR-2008	Registered
PRIMACARE ONE	DrugTech Corporation	U.S. State Missouri			16392	09-MAR-2004	Registered Mo
REPLIVA	DrugTech Corporation	U.S. Federal	78571919	22-FEB-2005	3406639	01-APR-2008	Registered
REPLIVA 21/7	DrugTech Corporation	U.S. Federal	78584316	10-MAR-2005	3389789	26-FEB-2008	Registered
SITE RELEASE	DrugTech Corporation	U.S. Federal	73228620	23-AUG-1979	1192702	30-MAR-1982	Renewed (Registered)
STRONGSTART	DrugTech Corporation	U.S. Federal	76035110	26-APR-2000	2742749	29-JUL-2003	Registered
THE THER-RX CONTINUUM OF WOMEN'S CARE	DrugTech Corporation	U.S. Federal	76406667	06-MAY-2002	2948813	10-MAY-2005	Registered
PRE CARE	DrugTech Corporation	U.S. Federal	73530167	01-APR-1985	1365182	15-OCT-1985	Renewed (Registered)
DILITAZ	DrugTech Corporation	U.S. Federal	77/833,035	23-Sep-2009			Pending

Trademark	Grantor	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
ETHEX	DrugTech Corporation	U.S. Federal	77/558,658	10-Dec-2009			Pending
ETHEX Stylized	DrugTech Corporation	U.S. Federal	77/890,878	10-Dec-2009			Pending
ETHEX Corporation Stylized	DrugTech Corporation	U.S. Federal	77/890,890	10-Dec-2009			Pending
EVAMIST	DrugTech Corporation	U.S. Federal	77/519,812	10-Jul-2008			Pending
EVERY WEEK COUNTS	DrugTech Corporation	U.S. Federal	77/744,715	26-May-2009			Pending
GESTIVA CARE CONNECTION	DrugTech Corporation	U.S. Federal	77/644,161	6-Jan-2009			Pending
GESTIVA design	DrugTech Corporation	U.S. Federal	77/737,881	15-May-2009			Pending
KV	DrugTech Corporation	U.S. Federal	77/558,671	29-Aug-2008			Pending
KV	DrugTech Corporation	U.S. Federal	77/558,690	29-Aug-2008			Pending
KV PHARMACEUTICAL	DrugTech Corporation	U.S. Federal	77/558,677	29-Aug-2008			Pending
KV PHARMACEUTICAL	DrugTech Corporation	U.S. Federal	77/558,695	29-Aug-2008			Pending
KV PHARMACEUTICAL and Design	DrugTech Corporation	U.S. Federal	77/558,703	29-Aug-2008			Pending
KV PHARMACEUTICAL and Design	DrugTech Corporation	U.S. Federal	77/558,680	29-Aug-2008			Pending
LIQUETTE	DrugTech Corporation	U.S. Federal	77/466,451	6-May-2008			Pending
NESHER	DrugTech Corporation	U.S. Federal	77/962,857	18-Mar-2010			Pending
NESHER "N" Logo	DrugTech Corporation	U.S. Federal	85/058,278	9-Jun-2010			Pending
NESHER PHARMACEUTICALS	DrugTech Corporation	U.S. Federal	77/962,859	18-Mar-2010			Pending
PREMESISRX	DrugTech Corporation	U.S. Federal	77/885,809	3-Dec-2009			Pending
RIGHT FOR EACH MOM AND BABY	DrugTech Corporation	U.S. Federal	77/503,164	19-Jun-2008			Pending
THER-RX	DrugTech Corporation	U.S. Federal	77/558,664	29-Aug-2008			Pending
TIZEM	DrugTech Corporation	U.S. Federal	77/833,038	23-Sep-2009			Pending