

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon	FORMERLY The Bank of New York	09/17/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	GlaxoSmithKline LLC
Street Address:	2711 Centerville Road, Suite 400
Internal Address:	Corporation Service Company
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	75888000	RELIANT PHARMACEUTICALS
Serial Number:	75516493	
Serial Number:	74162689	DYNACIRC CR
Serial Number:	73591689	DYNACIRC
Serial Number:	73593337	AXID
Serial Number:	78172324	INNOPRAN XL

CORRESPONDENCE DATA

Fax Number: (704)625-9190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919 483 9618
 Email: diane.k.fry@gsk.com
 Correspondent Name: Diane K. Fry
 Address Line 1: Five Moore Drive
 Address Line 2: C.3160.3D

CH \$165.00 75888000

900172025

**TRADEMARK
 REEL: 004281 FRAME: 0259**

Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709

ATTORNEY DOCKET NUMBER:	APP / DYNACIRC
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NAME OF SUBMITTER:	Diane K. Fry
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Signature:	/dkf/
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Date:	09/20/2010
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Total Attachments: 3 source=dynacirc#page1.tif source=dynacirc#page2.tif source=dynacirc#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of the 17th of September, 2010 (this "Release"), is executed by The Bank of New York Mellon fka The Bank of New York, a corporation having a business address of 600 E. Las Colinas Blvd., Irving, Texas 07938, as collateral agent ("Collateral Agent"), in favor of Reliant Pharmaceuticals, LLC, a Delaware limited liability company ("The Company") and any of its successors-in-interest. Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Credit Agreement, dated as of April 13, 2005 (as amended, the "Credit Agreement"), among The Company and the lenders identified therein (the "Lenders").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of April 13, 2005, the Collateral Agent has been appointed as the collateral agent for the Lenders;

WHEREAS, Collateral Agent and The Company are parties to a certain Trademark Security Agreement, dated as of April 13, 2005, (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted the Collateral Agent, for the ratable benefit of the Lenders, a first priority security interest in, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement), which included, without limitation, the trademarks listed on Schedule A attached hereto as security for certain obligations of The Company to the Collateral Agent (the "Obligations");

WHEREAS, Collateral Agent recorded the Trademark Security Interest on April 18, 2005 at Reel/Frame Numbers 3150/0930, 3150/0936, 3150/0991, 3151/0001, 3151/0007, 3151/0529, 3151/0535, 3151/0541, 3151/0547, 3151/0558, 3151/0564, 3151/0570, 3151/0576, 3151/0611, 3152/0860, and 3158/0867 in the United States Patent and Trademark Office;

WHEREAS, Collateral Agent recorded the Trademark Security Interest on April 15, 2005 at Reel/Frame No. 3153/0101 in the United States Patent and Trademark Office; and

WHEREAS, pursuant to that certain Trademark Security Agreement, The Company or its successors-in-interest has satisfied all of the Obligations and Collateral Agent has agreed to release its security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Termination and Release of Liens. Collateral Agent hereby fully releases and terminates its security interests in and liens in all of The Company's right, title and interest in, to and under the Trademark Collateral, including, without limitation:

- a. all of The Company's now existing or hereafter acquired right, title and interest in and to: all trademarks which are now filed with the U.S. Patent and Trademark

Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademark collateral has appeared and all designs and general intangibles of the like nature, and (v) all rights corresponding thereto throughout the world

- b. the goodwill of The Company's business connected with or symbolized by the Trademark Collateral; and
- c. any and all of the proceeds of any of the foregoing, including, without limitation, any claims by The Company against third parties for infringement of the Trademark Collateral or of any license with respect thereto.

- 2. Further Assurances. Collateral Agent further agrees, at the sole cost and expense of The Company, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.
- 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws of such state (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered as of the day and year first above written.

THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, as Collateral Agent

By: _____

Name:

Title:

Melinda Valentine

Vice President

SCHEDULE A

Registered US Trademark Serial No.	Name of Trademark
75888000	Reliant Pharmaceuticals
75516493	[capsule design]
74162689	DynaCirc CR
73591689	DynaCirc
73593337	Axid
78172324	InnoPran XL