## 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
General Electric Capital Corporation, as agent		10/01/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Alaven Pharmaceutical LLC
Street Address:	2260 Northwest Parkway
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1461626	ROWASA
Registration Number:	0719177	ANADROL
Registration Number:	3483077	ALAVEN
Serial Number:	77135877	PREFERA-OB
Registration Number:	3439501	PREFERAOB
Registration Number:	3411497	PREFERAOB
Registration Number:	2890417	CALAFOL
Serial Number:	77394583	PREFERAOB DHA
Serial Number:	77347542	PREFERAOB DHA
Registration Number:	3471689	PREFERAOB
Registration Number:	3661656	BIFERA
Registration Number:	0623945	LEVSIN
Registration Number:	2092769	LEVSINEX
Registration Number:	2045931	LEVBID

900173465 TRADEMARK 900173465 REEL: 004292 FRAME: 0389

De sistuation Number	2002220	FOLDAGE
Registration Number:	2883328	FOLPACE
Registration Number:	2859039	HEXAFED
Registration Number:	2859043	HEXAFLU
Registration Number:	3637696	ALAVEN
Registration Number:	1154480	REGLAN
Serial Number:	77459520	SFROWASA
Serial Number:	77463538	LOWASA
Serial Number:	77505513	REGLAN ODT
Serial Number:	77505528	DEMILYTE
Registration Number:	2643983	NULEV
Serial Number:	77678406	MEDIPRESERV
Serial Number:	77740362	BIFERARX
Serial Number:	77779121	BIFERA
Serial Number:	77779124	BIFERA

#### **CORRESPONDENCE DATA**

Fax Number: (312)558-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive

Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1167
NAME OF SUBMITTER:	?laura Konrath
Signature:	/Laura Konrath/
Date:	10/07/2010

#### **Total Attachments: 7**

source=alavenpharmtmrelease#page1.tif source=alavenpharmtmrelease#page2.tif source=alavenpharmtmrelease#page3.tif source=alavenpharmtmrelease#page4.tif source=alavenpharmtmrelease#page5.tif source=alavenpharmtmrelease#page6.tif source=alavenpharmtmrelease#page7.tif

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2010 (the "Termination and Release"), is made from General Electric Capital Corporation, a Delaware corporation, as Agent for Lenders (the "Agent") to Alaven Pharmaceutical LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used herein without definition are used as defined in Annex A to the Third Amended and Restated Credit Agreement, dated as of September 16, 2009, by and among Grantor, Alaven Consumer Healthcare, Inc. ("ACH"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Security Agreement, dated as of September 16, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") made by the Grantor, ACH and the other Credit Parties that are party thereto as grantors, in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Collateral, including, without limitation, all of its Trademarks;

WHEREAS, in connection with the Security Agreement, the parties entered into a Third Amended and Restated Trademark Security Agreement, effective as of September 16, 2009, which was recorded in the Trademark Division of the United States Patent and Trademark Office on October 15, 2009, at Reel 004080, Frame 0228; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Trademarks</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under all of its Trademarks and IP Licenses to which it is a party, including those referred to on <u>Schedule I</u> hereto; all reissues, continuations or extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark

License; and products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License licensed under any Trademark License.

- 2. <u>Release of Security Interest</u>. The Agent hereby unconditionally and irrevocably terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,

as Agent

Name: Ketan Parikh

Title: Duly Authorized Signatory

#### **ACKNOWLEDGMENT**

State of Illi	nois		)	
		/	)	SS.
County of _	(60	<u></u>	)	

On this 29th day of September, 2010 before me personally appeared Ketan V. Parikh, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of General Electric Capital Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

OFFICIAL SEAL
DENISE A NICHOLSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/31/12

# SCHEDULE I

23166690v2

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

## TRADEMARKS:

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ROWASA	Registration No. 1,461,626	Registered
ANADROL	Registration No. 1,719,177	Registered
ALAVEN	Registration No. 3,483,077	Registered
PREFERA-OB	Application Serial No. 77/135,877	Pending
PREFERAOB (special		
form/black-and-white)	Registration No. 3,439,501	Registered
PREFERAOB (special		-
form/colored)	Registration No. 3,411,497	Registered
CALAFOL	Registration No. 2,890,417	Registered
PREFERAOB DHA (stylized)	Application Serial No. 77/394,583	Pending
PREFERAOB DHA (typed word)	Application Serial No. 77/347,542	Pending
PREFERAOB (typed word, no		
hyphen)	Registration No. 3,471,689	Registered
BIFERA	Registration No. 3,661,656	Registered
LEVSIN	Registration No. 623,945	Registered
LEVSINEX	Registration No. 2,092,769	Registered
LEVBID	Registration No. 2,045,931	Registered
FOLPACE	Registration No. 2,883,328	Registered
HEXAFED	Registration No. 2,859,039	Registered
HEXAFLU	Registration No. 2,859,043	Registered
ALAVEN	Registration No. 3,637,696	Registered
REGLAN	Registration No. 1,154,480	Registered
SFROWASA	Application Serial No. 77/459,520	Pending
LOWASA	Application Serial No. 77/463,538	Pending
REGLAN ODT	Application Serial No. 77/505,513	Pending ·
DEMILYTE	Application Serial No. 77/505,528	Pending
NULEV	Registration No. 2,643,983	Registered
MEDIPRESERV	Application Serial No. 77/678,406	Pending
BIFERARX	Application Serial No. 77/740,362	Pending
BIFERA	Application Serial No. 77/779,121	Pending
BIFERA	Application Serial No. 77/779,124	Pending

TRADEMARK

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	LIC	CENSED MARKS	<u>.</u>	_		
	Registrations					
Trademark	Country	Registration No	Registration	Recorded Owner		
COLYTE	United States of America	1302386	10/30/1984	SRZ Properties, Inc.		
	Egypt	IR583650	2/25/1992	Glaxo Smith Kline		
	Israel	75242	1/2/1997	Schwarz Pharma, Inc.		
	Saudi Arabia	351/87	9/25/1995	Schwarz Pharma, Inc.		
TRILYTE	United States of America	3154739	10/10/2006	SRZ Properties, Inc.		
PROCTOFOAM	United States of America	819021	11/22/1986	SRZ Properties Inc.		
	Israel	55528	1/12/1983	Schwarz Pharma, Inc.		
CORTIFOAM	United States of America	938531	7/25/1992	SRZ Properties Inc.		
DIPENTUM	United States of America	1337522	5/28/1985	UCB Pharma Ltd.		
PROCTOCREAM	No subsisting registration	n				

The registration of the mark COLYTE in Egypt was legally assigned to an Affiliate of UCB, however, such assignment has not been properly recorded.

# **DOMAIN NAMES:**

- 1. www.cortifoam.com
- 2. www.proctofoam.com
- 3. www.e-colyte.com
- 4. www.trilyte.com
- 5. www.aboutcolyte.com
- 6. www.colyte.com
- 7. www.colyte.net

**RECORDED: 10/07/2010** 

TRADEMARK

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