

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

RE 10/25/10

[Redacted box]

10-26-2010

Electronic Version v1.1  
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103609974

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

UNITED STATES

Name	Formerly	Execution Date	Entity Type
ALMATICA PHARMA, INC.		10/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties
Street Address:	ONE FEDERAL STREET, 3RD FLOOR
Internal Address:	ATTN: CORPORATE TRUST SERVICES
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3418798	TODAY
Registration Number:	3398167	TODAY
Registration Number:	3325826	TODAY
Registration Number:	3307734	TODAY
Registration Number:	3146959	TODAY
Registration Number:	3121336	TODAY
Registration Number:	3058052	TODAY
Registration Number:	1387999	TODAY
Registration Number:	3127995	TODAY DAILY PH BALANCE
Registration Number:	3128009	TODAY PH BALANCE RESTORE
Registration Number:	3058050	TODAYS WOMEN CARE

CORRESPONDENCE DATA

Fax Number: (213)226-4028

CH \$290.00 3418798

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Phone: (212) 858-1000  
Email: kevin.davis@pillsburylaw.com  
Correspondent Name: CYNTHIA PYUN, ESQ.  
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP  
Address Line 2: 1540 BROADWAY  
Address Line 4: NEW YORK, NEW YORK 10036-4039

ATTORNEY DOCKET NUMBER:	258340-0000046
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NAME OF SUBMITTER:	CYNTHIA PYUN
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Signature:	/Cynthia Pyun/
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Date:	10/22/2010
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**Total Attachments: 6**

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**TRADEMARK COLLATERAL AGREEMENT**

This TRADEMARK COLLATERAL AGREEMENT, dated as of October 22, 2010, is entered into by ALMATICA PHARMA INC., a Delaware corporation (the "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below) (the "Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Collateral Agreement dated as of the date hereof by and between Grantor, Collateral Agent and the other parties party thereto (the "Collateral Agreement"), Grantor has agreed to grant to the Collateral Agent a first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including trademark applications and registrations; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Collateral Agent this Trademark Collateral Agreement.

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Collateral Agent a continuing first-priority lien and security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademark registrations set forth in Schedule I hereto (the "Trademarks");

(b) all goodwill of the business associated with the Trademarks; and

(d) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

3. **SECURITY FOR SECURED OBLIGATIONS.** The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Collateral Agreement secures prompt payment to the Secured Parties of the Obligations. This Trademark Collateral Agreement and the lien and security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

generality of the foregoing, this Trademark Collateral Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the lien and security interests granted to Collateral Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Collateral Agreement and the Collateral Agreement, the Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Collateral Agent to modify this Trademark Collateral Agreement by amending Schedule I to include any new trademark rights of Grantor in accordance with the provisions of the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Trademark Collateral Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Trademark Collateral Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Trademark Collateral Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Trademark Collateral Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Trademark Collateral Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of the Collateral Agent, and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the Collateral Agreement.

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8. CAPTIONS. The captions contained in this Trademark Collateral Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

9. TERMINATION AND RELEASE. This Trademark Collateral Agreement shall terminate in accordance with the Collateral Agreement.

10. ENTIRE AGREEMENT. This Trademark Collateral Agreement, together with the Collateral Agreement, other Indenture Documents and the other Security Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

11. COUNTERPARTS. This Trademark Collateral Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

12. AMENDMENTS. Other than as permitted pursuant to the Collateral Agreement, neither this Trademark Collateral Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Collateral Agreement.


13. GOVERNING LAW. THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.

[signature page follows]

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALMATICA PHARMA INC., a Delaware corporation

By:  \_\_\_\_\_  
Name: Tarek Farouki  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALMATICA PHARMA INC., a Delaware corporation


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

By: 

Name: David Donocette

Title: Vice President

[Signature Page to Trademark Collateral Agreement]

TO: CYNTHIA PYUN, ESQ. COMPANY: PILLSBURY WINTHROP SHAW PITTMAN LLP

SCHEDULE I  
to  
TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
TODAY	3,418,798
TODAY	3,398,167
TODAY	3,325,626
TODAY	3,307,734
TODAY	3,146,959
TODAY	3,121,336
TODAY	3,056,052
TODAY	1,387,999
TODAY DAILY PH BALANCE	3,127,995
TODAY PH BALANCE RESTORE	3,128,009
TODAYS WOMEN CARE	3,056,050

**Trademark Licenses**