

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                             |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                          |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>                            | <b>Execution Date</b> | <b>Entity Type</b>    |
| DrugTech Corporation              |  | 03/17/2011            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | Wilmington Trust FSB (as collateral agent) |                       |                       |
| <b>Street Address:</b>            | 50 South Sixth Street                      |                       |                       |
| <b>Internal Address:</b>          | Suite 1290                                 |                       |                       |
| <b>City:</b>                      | Minneapolis                                |                       |                       |
| <b>State/Country:</b>             | MINNESOTA                                  |                       |                       |
| <b>Postal Code:</b>               | 55402-1544                                 |                       |                       |
| <b>Entity Type:</b>               | CORPORATION: DELAWARE                      |                       |                       |
| <b>PROPERTY NUMBERS Total: 49</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>                              | <b>Word Mark</b>      |                       |
| 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              |                       |

**CH \$1240.00 2517899**

|                      |          |                                       |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3269576  | INVEAMP                               |
| 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                               |
| Serial Number:       | 77833035 | DILITAZ                               |
| Serial Number:       | 77519812 | EVAMIST                               |
| Serial Number:       | 77558671 | KV                                    |
| Serial Number:       | 77558690 | KV                                    |
| Serial Number:       | 77558677 | KV PHARMACEUTICAL                     |
| Serial Number:       | 77558695 | KV PHARMACEUTICAL                     |
| Serial Number:       | 77558703 | KV PHARMACEUTICAL                     |
| Serial Number:       | 77558680 | KV PHARMACEUTICAL                     |
| Serial Number:       | 77466451 | LIQUETTE                              |
| Serial Number:       | 77962857 | NESHER                                |
| Serial Number:       | 85058278 | N                                     |
| Serial Number:       | 77962859 | NESHER PHARMACEUTICALS                |
| Serial Number:       | 77885809 | PREMESISRX                            |
| Serial Number:       | 77558664 | THER-RX                               |

Serial Number:

77833038

TIZEM

**CORRESPONDENCE DATA**

Fax Number: (212)859-4000

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

Phone: 212-859-8000

Email: Alexander.Kim@ffhsj.com,teas@ffhsj.com

Correspondent Name: Alexander M. Kim

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:

33279-1 A KIM

NAME OF SUBMITTER:

Alexander M. Kim

Signature:

/AMK/

Date:

03/18/2011

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 17, 2011, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of Wilmington Trust FSB, as collateral agent (in such capacity, together with its successors and permitted assigns, "Agent").

WITNESSETH:

WHEREAS, K-V Pharmaceutical Company (the "Company"), has issued the 12% Senior Secured Notes due 2015 (the "Notes") pursuant to the Indenture dated as of March 17, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Company, certain Subsidiaries of the Company party thereto from time to time and Wilmington Trust FSB in its capacity as trustee for the holders of the Notes;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Indenture) of the Company; and

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, to secure the obligations under the Security Agreement (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 Excluded Asset and 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 Grantors, or any of them, to Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each 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 Security 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 Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Within 60 days at the end of each fiscal quarter, Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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. For the avoidance of any doubt, the rights and obligations under this Section 5 shall not, and does not, extend to any Excluded Asset or 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.

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**

By:

Name:  \_\_\_\_\_  
Gregory J. Divis

Title: President

[Signature Page to Trademark Security Agreement]

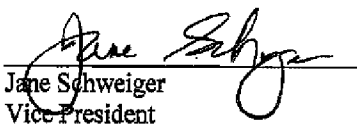
**AGENT:**

WILMINGTON TRUST FSB, as Collateral Agent

By:

Name:

Title:

  
Jane Schweiger  
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004501 FRAME: 0173**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Federal Trademark Registrations/Applications**

| <b>Trademark</b>    | <b>Owner</b>         | <b>Jurisdiction</b> | <b>Application Number</b> | <b>Application Date</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|---------------------|----------------------|---------------------|---------------------------|-------------------------|----------------------------|--------------------------|
| CALCIPURE           | DrugTech Corporation | U.S. Federal        | 75577164                  | 26-OCT-1998             | 2517899                    | 11-DEC-2001              |
| CHROMAGEN           | DrugTech Corporation | U.S. Federal        | 73233578                  | 01-OCT-1979             | 1156939                    | 09-JUN-1981              |
| CHRONOMETRIC SYSTEM | DrugTech Corporation | U.S. Federal        | 76555249                  | 30-OCT-2003             | 3395236                    | 11-MAR-2008              |
| CLINDESSE           | DrugTech Corporation | U.S. Federal        | 78499863                  | 14-OCT-2004             | 3184560                    | 12-DEC-2006              |
| CONTINUUM OF CARE   | DrugTech Corporation | U.S. Federal        | 75918987                  | 16-FEB-2000             | 2948258                    | 10-MAY-2005              |
| ENCORA              | DrugTech Corporation | U.S. Federal        | 78580123                  | 04-MAR-2005             | 3111521                    | 04-JUL-2006              |
| EVAMIST & Design    | DrugTech Corporation | U.S. Federal        | 77624202                  | 01-DEC-2008             | 3688522                    | 29-SEP-2009              |
| EVAMIST             | DrugTech Corporation | U.S. Federal        | 76593834                  | 24-MAY-2004             | 3550530                    | 23-DEC-2008              |
| FLAVORTECH          | DrugTech Corporation | U.S. Federal        | 74244384                  | 10-FEB-1992             | 1997221                    | 27-AUG-1996              |
| GUAIFENEX           | DrugTech Corporation | U.S. Federal        | 74444075                  | 05-OCT-1993             | 1912198                    | 15-AUG-1995              |
| GYNAZOLE 1          | DrugTech Corporation | U.S. Federal        | 75463472                  | 03-APR-1998             | 2457708                    | 05-JUN-2001              |
| HISTA-VENT          | DrugTech Corporation | U.S. Federal        | 74676915                  | 19-MAY-1995             | 2031080                    | 14-JAN-1997              |
| HISTINEX            | DrugTech Corporation | U.S. Federal        | 74480350                  | 19-JAN-1994             | 1932221                    | 31-OCT-1995              |
| INVEAMP             | DrugTech Corporation | U.S. Federal        | 78637694                  | 26-MAY-2005             | 3269576                    | 24-JUL-2007              |
| METER RELEASE       | DrugTech Corporation | U.S. Federal        | 73428036                  | 31-MAY-1983             | 1293848                    | 11-SEP-1984              |
| MICRO RELEASE       | DrugTech Corporation | U.S. Federal        | 74482028                  | 24-JAN-1994             | 1939204                    | 05-DEC-1995              |
| MICRO-K             | DrugTech Corporation | U.S. Federal        | 73179777                  | 26-JUL-1978             | 1123580                    | 07-AUG-1979              |
| NATALCARE           | DrugTech Corporation | U.S. Federal        | 74676938                  | 19-MAY-1995             | 2031082                    | 14-JAN-1997              |
| NIFEREX             | DrugTech Corporation | U.S. Federal        | 72222116                  | 28-JUN-1965             | 0804556                    | 01-MAR-1966              |
| NIFEREX GOLD        | DrugTech Corporation | U.S. Federal        | 78581445                  | 07-MAR-2005             | 3291637                    | 11-SEP-2007              |
| NITROQUICK          | DrugTech Corporation | U.S. Federal        | 75594820                  | 24-NOV-1998             | 2500706                    | 23-OCT-2001              |
| NUTRINATE           | DrugTech Corporation | U.S. Federal        | 75579203                  | 29-OCT-1998             | 2441392                    | 03-APR-2001              |
| OMEGANATE           | DrugTech Corporation | U.S. Federal        | 76358947                  | 16-JAN-2002             | 2940425                    | 12-APR-2005              |
| PRE CARE CONCEIVE   | DrugTech Corporation | U.S. Federal        | 75812187                  | 30-SEP-1999             | 2719613                    | 27-MAY-2003              |
| PRE CARE PREMIER    | DrugTech Corporation | U.S. Federal        | 78791430                  | 13-JAN-2006             | 3320970                    | 23-OCT-2007              |
| PRIMACARE           | DrugTech Corporation | U.S. Federal        | 75723732                  | 08-JUN-1999             | 2582817                    | 18-JUN-2002              |
| PRIMACARE ADVANTAGE | DrugTech Corporation | U.S. Federal        | 77630022                  | 10-DEC-2008             | 3643470                    | 23-JUN-2009              |
| PRIMACARE ONE       | DrugTech Corporation | U.S. Federal        | 77281823                  | 18-SEP-2007             | 3414475                    | 22-APR-2008              |
| REPLIVA             | DrugTech Corporation | U.S. Federal        | 78571919                  | 22-FEB-2005             | 3406639                    | 01-APR-2008              |

Schedule 1



| Trademark                                      | Owner                | Jurisdiction | Application Number | Application Date | Registration Number | Registration Date |
|--|----------------------|--------------|--------------------|------------------|---------------------|-------------------|
| REPLIVA 21/7                                   | DrugTech Corporation | U.S. Federal | 78584316           | 10-MAR-2005      | 3389789             | 26-FEB-2008       |
| SITE RELEASE                                   | DrugTech Corporation | U.S. Federal | 73228620           | 23-AUG-1979      | 1192702             | 30-MAR-1982       |
| STRONGSTART                                    | DrugTech Corporation | U.S. Federal | 76035110           | 26-APR-2000      | 2742749             | 29-JUL-2003       |
| THE THER-RX CONTINUUM OF WOMEN'S CARE & Design | DrugTech Corporation | U.S. Federal | 76406667           | 06-MAY-2002      | 2948813             | 10-MAY-2005       |
| PRECARE  | DrugTech Corporation | U.S. Federal | 73530167           | 01-APR-1985      | 1365182             | 15-OCT-1985       |
| DILITAZ  | DrugTech Corporation | U.S. Federal | 77/833,035         | 23-Sep-2009      |                     |                   |
| EVAMIST  | DrugTech Corporation | U.S. Federal | 77/519,812         | 10-Jul-2008      |                     |                   |
| KV   | DrugTech Corporation | U.S. Federal | 77/558,671         | 29-Aug-2008      |                     |                   |
| KV   | DrugTech Corporation | U.S. Federal | 77/558,690         | 29-Aug-2008      |                     |                   |
| KV PHARMACEUTICAL                              | DrugTech Corporation | U.S. Federal | 77/558,677         | 29-Aug-2008      |                     |                   |
| KV PHARMACEUTICAL                              | DrugTech Corporation | U.S. Federal | 77/558,695         | 29-Aug-2008      |                     |                   |
| KV PHARMACEUTICAL and Design                   | DrugTech Corporation | U.S. Federal | 77/558,703         | 29-Aug-2008      |                     |                   |
| KV PHARMACEUTICAL and Design                   | DrugTech Corporation | U.S. Federal | 77/558,680         | 29-Aug-2008      |                     |                   |
| LIQUETTE                                       | DrugTech Corporation | U.S. Federal | 77/466,451         | 6-May-2008       |                     |                   |
| NESHER   | DrugTech Corporation | U.S. Federal | 77/962,857         | 18-Mar-2010      |                     |                   |
| NESHER "N" Logo                                | DrugTech Corporation | U.S. Federal | 85/058,278         | 9-Jun-2010       |                     |                   |
| NESHER PHARMACEUTICALS                         | DrugTech Corporation | U.S. Federal | 77/962,859         | 18-Mar-2010      |                     |                   |
| PREMESISRX                                     | DrugTech Corporation | U.S. Federal | 77/885,809         | 3-Dec-2009       |                     |                   |
| THER-RX  | DrugTech Corporation | U.S. Federal | 77/558,664         | 29-Aug-2008      |                     |                   |
| TIZEM  | DrugTech Corporation | U.S. Federal | 77/833,038         | 23-Sep-2009      |                     |                   |

Schedule 1

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