

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Par Pharmaceutical Companies, Inc.		09/28/2012	CORPORATION: DELAWARE
Par Pharmaceutical, Inc.		09/28/2012	CORPORATION: DELAWARE
Anchen Incorporated		09/28/2012	CORPORATION: DELAWARE
Anchen Pharmaceuticals, Inc.		09/28/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tyron Street
Internal Address:	NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4072841	PAR PHARMACEUTICAL COMPANIES
Registration Number:	3340941	PAR PHARMACEUTICAL COMPANIES, INC.
Registration Number:	3118058	PAR PHARMACEUTICAL
Registration Number:	2671128	PAR
Registration Number:	3473560	ANCHEN
Registration Number:	3509208	ANCHEN
Registration Number:	3419623	CALOMIST
Registration Number:	1106489	CAPOTEN
Registration Number:	2157683	NASCOBAL
Registration Number:	0791696	QUESTRAN

OP \$365.00 4072841

Registration Number:	3857215	STRATIVA PHARMACEUTICALS
Registration Number:	3877508	ZUPLENZ
Registration Number:	3225564	
Serial Number:	85681233	PAR FORMULATIONS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-701-3365
 Email: david.adams@thomsonreuters.com
 Correspondent Name: Elaine Carrera
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/david adams TR/
Date:	10/01/2012

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Par Pharmaceutical Companies, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US - Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 28, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 100 N. Tyron Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

October 1, 2012

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Par Pharmaceutical Companies, Inc. , a Delaware Corporation
Citizenship – US – Delaware

Par Pharmaceutical, Inc., , a Delaware Corporation
Citizenship – US – Delaware

Anchen Incorporated, a Delaware Corporation
Citizenship – US – Delaware

Anchen Pharmaceuticals, Inc., a California Corporation
Citizenship – US – California

Full Name and Address of Receiving Party

Bank of America, N.A., as Administrative Agent
Mail Code: NC1-007-17-15
100 N. Tyron Street
Charlotte, NC 28255

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated September 28, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of September 28, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Sky Growth Acquisition Corporation, Par Pharmaceutical Companies, Inc., Par Pharmaceutical, Inc., Sky Growth Intermediate Holdings II Corporation, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated September 28, 2012, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto and all Proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the “*Trademarks*”).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

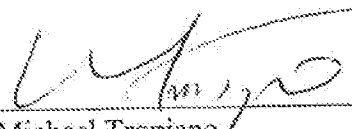
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

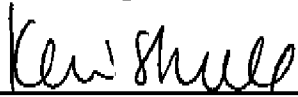
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement
as of the date first above written.

**PAR PHARMACEUTICAL COMPANIES,
INC., Grantor**
PAR PHARMACEUTICAL, INC., Grantor
ANCHEN INCORPORATED, Grantor
**ANCHEN PHARMACEUTICALS, INC.,
Grantor**

By: 
Name: Michael Tropiano
Title: Executive Vice President and Chief
Financial Officer

**BANK OF AMERICA, N.A. as
Administrative Agent**

By: 
Name: Keri Shull
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK
REEL: 004870 FRAME: 0210**

SCHEDULE A

Registration/Serial No.	Trademark	Owner	Country
4072841/85149300	PAR PHARMACEUTICAL COMPANIES & Design	Par Pharmaceutical Companies, Inc.	US
3340941/ 78499226	PAR PHARMACEUTICAL COMPANIES, INC.	Par Pharmaceutical Companies, Inc.	US
3118058/ 78405599	PAR PHARMACEUTICAL & Design	Par Pharmaceutical Companies, Inc.	US
2671128/ 76180743	PAR	Par Pharmaceutical, Inc.	US
3473560/ 77975587	ANCHEN	Anchen Pharmaceuticals, Inc.	US
3509208/ 77037779	ANCHEN (Stylized)	Anchen Incorporated	US
3419623/ 77-209031	CALOMIST	Par Pharmaceutical, Inc.	US
1106489/ 73-164605	CAPOTEN	Par Pharmaceutical, Inc.	US
2157683/ 75-194046	NASCOBAL	Par Pharmaceutical, Inc.	US
0791696/ 72-203317	QUESTRAN	Par Pharmaceutical, Inc.	US
3857215/77261890	STRATIVA PHARMACEUTICALS	Par Pharmaceutical, Inc.	US
85681233	PAR FORMULATIONS	Par Pharmaceutical Companies, Inc.	US
3877508/77650407	ZUPLENZ	Par Pharmaceutical, Inc.	US
3225564/ 78405584	PAR PHARMACEUTICALS DESIGN	Par Pharmaceutical, Inc.	US