

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DrugTech Corporation		09/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Law Debenture Trust Company of New York, as Agent
Street Address:	400 Madison Avenue
Internal Address:	Suite 4D
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
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:	4035424	EVERY WEEK COUNTS
Registration Number:	1997221	FLAVORTECH
Registration Number:	1912198	GUAIFENEX
Registration Number:	2457708	GYNAZOLE 1
Registration Number:	2031080	HISTA-VENT
Registration Number:	1932221	HISTINEX

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Registration Number:	4317346	KV PHARMACEUTICAL
Registration Number:	4046878	MAKENA
Registration Number:	4151045	MAKENA CARE CONNECTION
Registration Number:	4191401	MAKENA CARES FOUNDATION
Registration Number:	1293848	METER RELEASE
Registration Number:	1939204	MICRO RELEASE
Registration Number:	2031082	NATALCARE
Registration Number:	0804556	NIFEREX
Registration Number:	3291637	NIFEREX GOLD
Registration Number:	2441392	NUTRINATE
Registration Number:	2940425	OMEGANATE
Registration Number:	2719613	PRE CARE CONCEIVE
Registration Number:	1365182	PRECARE
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:	2742749	STRONGSTART
Registration Number:	4254188	THER-RX
Registration Number:	4042500	
Serial Number:	77558671	KV
Serial Number:	77558677	KV PHARMACEUTICAL
Serial Number:	85972547	PREMESISRX
Serial Number:	85749383	SITE RELEASE

CORRESPONDENCE DATA

Fax Number: 9735972400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9735972500
Email: lstrademark@lowenstein.com
Correspondent Name: Vanessa A. Ignacio, Esq.
Address Line 1: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:

15742/6

TRADEMARK

REEL: 005113 FRAME: 0057

	Vanessa A. Ignacio
Signature:	/Vanessa A. Ignacio/
Date:	09/17/2013
Total Attachments: 7 source=K-V -- Trademark Security Agreement#page1.tif source=K-V -- Trademark Security Agreement#page2.tif source=K-V -- Trademark Security Agreement#page3.tif source=K-V -- Trademark Security Agreement#page4.tif source=K-V -- Trademark Security Agreement#page5.tif source=K-V -- Trademark Security Agreement#page6.tif source=K-V -- Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations and Trademark Applications)

September 16, 2013

WHEREAS, DrugTech Corporation, a Delaware corporation (herein referred to as the “**Grantor**”) owns the Trademark Collateral (as defined below);

WHEREAS, K-V Pharmaceutical Company (“**Borrower**”), the guarantors and lenders party thereto, and Law Debenture Trust Company of New York, as agent, are parties to a Credit and Guaranty Agreement dated as of September 16, 2013 (as amended and/or supplemented from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of September 16, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among Borrower, the guarantors party thereto and Law Debenture Trust Company of New York, as agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Trademark Security Agreement), the Grantor has guaranteed the Obligations and secured such guarantee (the “**Grantor’s Transaction Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor’s Transaction Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law); and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor.


The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral

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.

In the event of any conflict or inconsistency between the provisions of the Security Agreement and this Trademark Security Agreement, the provisions of the Security Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

DRUGTECH CORPORATION

By: 
Name: Thomas S. McHugh
Title: VP, Treasurer

Acknowledged:

LAW DEBENTURE TRUST COMPANY
OF NEW YORK, as Agent

By: _____
Name:
Title:

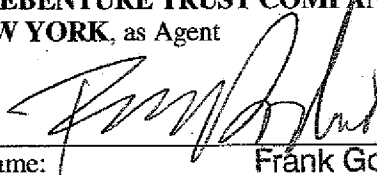
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

DRUGTECH CORPORATION

By: _____
Name:
Title:

Acknowledged:

**LAW DEBENTURE TRUST COMPANY
OF NEW YORK, as Agent**

By: 
Name: Frank Godino
Title: Vice President
v Debenture Trust Company of New York

TRADEMARKS

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date	Owner
CHROMAGEN	1,156,939	6/9/1981	Drugtech Corporation
CHRONOMETRIC SYSTEM	3,395,236	3/11/2008	Drugtech Corporation
CLINDESSE	3,184,560	12/12/2006	Drugtech Corporation
CONTINUUM OF CARE	2,948,258	5/10/2005	Drugtech Corporation
ENCORA	3,111,521	7/4/2006	Drugtech Corporation
EVAMIST and Design	3,688,522	9/29/2009	Drugtech Corporation
EVAMIST	3,550,530	12/23/2008	Drugtech Corporation
EVERY WEEK COUNTS	4,035,424	10/4/2011	Drugtech Corporation
FLAVORTECH (Stylized)	1,997,221	8/27/1996	Drugtech Corporation
GUAIFENEX	1,912,198	8/15/1995	Drugtech Corporation
GYNAZOLE 1	2,457,708	6/5/2001	Drugtech Corporation
HISTA-VENT	2,031,080	1/14/1997	Drugtech

			Corporation
HISTINEX	1,932,221	10/31/1995	Drugtech Corporation
KV PHARMACEUTICAL and Design	4,317,346	4/9/2013	Drugtech Corporation
MAKENA	4,046,878	10/25/2011	Drugtech Corporation
MAKENA CARE CONNECTION	4,151,045	5/29/2012	Drugtech Corporation
MAKENA CARES FOUNDATION	4,191,401	8/14/2012	Drugtech Corporation
METER RELEASE	1,293,848	9/11/1984	Drugtech Corporation
MICRO RELEASE	1,939,204	12/5/1995	Drugtech Corporation
NATALCARE	2,031,082	1/14/1997	Drugtech Corporation
NIFEREX (Stylized)	804,556	3/1/1966	Drugtech Corporation
NIFEREX GOLD	3,291,637	9/11/2007	Drugtech Corporation
NUTRINATE	2,441,392	4/3/2001	Drugtech Corporation
OMEGANATE	2,940,425	4/12/2005	Drugtech Corporation
PRE CARE CONCEIVE	2,719,613	5/27/2003	Drugtech Corporation
PRECARE	1,365,182	10/15/1985	Drugtech Corporation
PRECARE PREMIER	3,320,970	10/23/2007	Drugtech Corporation

PRIMACARE	2,582,817	6/18/2002	Drugtech Corporation
PRIMACARE ADVANTAGE	3,643,470	6/23/2009	Drugtech Corporation
PRIMACARE ONE	3,414,475	4/22/2008	Drugtech Corporation
REPLIVA	3,406,639	4/1/2008	Drugtech Corporation
REPLIVA 21/7	3,389,789	2/26/2008	Drugtech Corporation
STRONGSTART	2,742,749	7/29/2003	Drugtech Corporation
THER-RX	4,254,188	12/4/2012	Drugtech Corporation
Design Mark	4,042,500	10/18/2011	Drugtech Corporation

U.S. Trademark Applications

Trademark	Application No.	Application Date	Owner
KV	77/558,671	8/29/2008	Drugtech Corporation
KV PHARMACEUTICAL	77/558,677	8/29/2008	Drugtech Corporation
PREMESISRX	85/972,547	6/28/2013	Drugtech Corporation
SITE RELEASE	85/749,383	10/9/2012	Drugtech Corporation