

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

11-09-2000



101510490  
PATENT

RECORDATION FORM COVER SHEET  
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1)

Reliant Pharmaceuticals, LLC

Execution Date  
Month Day Year

10/11/2000

Name (line 2)

Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

Eli Lilly and Company

Name (line 2)

Address (line 1)

Lilly Corporate Center

Address (line 2)

Address (line 3)

Indianapolis

IN

46285

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Jay Jaffe

Address (line 1)

Baker & Daniels

Address (line 2)

300 North Meridian Street

Address (line 3)

Suite 2700

Address (line 4)

Indianapolis, IN 46204

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 011213 FRAME: 0511

**Correspondent Name and Address**

Area Code and Telephone Number (317) 569-4687

Name Jay Jaffe

Address (line 1) Baker & Daniels

Address (line 2) 300 North Meridian Street

Address (line 3) Suite 2700

Address (line 4) Indianapolis, IN 46204

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 38

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


<u>4,375,547</u>	<u>4,904,792</u>	<u>5,334,725</u>
<u>5,457,206</u>	<u>4,587,344</u>	<u>4,777,260</u>
<u>5,470,865</u>		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

                    

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT <u>                    </u>	PCT <u>                    </u>	PCT <u>                    </u>
PCT <u>                    </u>	PCT <u>                    </u>	PCT <u>                    </u>

**Number of Properties**

Enter the total number of properties involved.

# 7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 280.00

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 02-0390

Authorization to charge additional fees:

Yes ☒ No ☐

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Michael D. Beck

Name of Person Signing

*Michael D. Beck*

Signature

*10/25/00*

Date

# SECURITY AGREEMENT

This Security Agreement ("Security Agreement") is executed as of the 11th day of October, 2000, by Reliant Pharmaceuticals, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Debtor") in favor of Eli Lilly and Company, an Indiana corporation ("Secured Party").

NOW THEREFORE, FOR VALUE RECEIVED, Debtor hereby grants to Secured Party, a security interest in and to the following described property, tangible and intangible, now owned and existing or hereafter acquired or arising, and wheresoever located:

- (1) Inventory;
- (2) General Intangibles;
- (3) All books and records (including, without limitation, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the property described in clauses (1) through (2), above;
- (4) All additions, accessions, accessories, and replacements of any of the property described in clauses (1) through (3), above; and

(All of the above-described property is referred to herein collectively as the "Collateral.")

As used herein, the term: (a) "**Default Rate**" shall mean the rate of interest per annum equal to one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, if lower; (b) "**General Intangibles**" shall mean all Patent Licenses, Patents, Trademark Licenses, Trademarks, rights in intellectual property, inventions, goodwill, trade secrets, copyrights, permits and licenses identified on the attached Exhibit A, (c) "**Inventory**" shall mean all "inventory" (as defined in the UCC) of Product (as defined in the Assignment) now owned or hereafter acquired by Debtor from Secured Party, wherever located, and shall also mean and include, without limitation, all other materials and supplies, and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto; (d) "**Patents**" shall mean letters patent of the United States or any other country or jurisdiction, registrations and recordings thereof, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof, and all extensions thereof; (e) "**Patent License**" shall mean any agreement, whether written or oral, now or hereafter in existence granting to Debtor any right to practice any invention on which a Patent is in existence; (f) "**Person**" shall mean an individual, a corporation, a limited or general partnership, a limited liability company, a joint venture, a trust or unincorporated organization, a joint stock company or other similar organization, a government or any political subdivision thereof, a court, or any other legal entity, whether acting in an individual, fiduciary or other capacity; (g) "**Trademarks**" shall mean: (i) copyrights, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, registrations and recordings thereof, and applications in

connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or jurisdiction or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof; (h) "Trademark License" shall mean agreements, whether written or oral, now or hereafter in existence granting to Debtor any right to use any Trademark; and (i) "UCC" shall mean the Uniform Commercial Code as in effect on the date hereof, but as amended by Indiana House Enrolled Act 1326, in the State of Indiana, Ind. Code §26-1-1-1 et seq., and as it may further be amended and from time to time and in effect in the State of Indiana. Capitalized terms used in this Security Agreement and not otherwise defined herein shall have the meaning ascribed to them (i) under the Assignment or Manufacturing Agreement (as defined below) if such term is defined therein, or (ii) under the UCC.

The security interest hereby granted to Secured Party is given to secure the performance and payment when due of the Indebtedness (hereinafter defined), and all extensions, renewals, modifications, amendments and restatements thereof, together with all actual and reasonable out-of-pocket costs, expenses and reasonable attorneys' fees incurred by Secured Party in the enforcement or collection thereof or in the enforcement of this Security Agreement. For purposes of this Security Agreement, "Indebtedness" shall mean all present and future indebtedness, and all renewals and extensions thereof, now or hereafter owed to the Secured Party by the Debtor, whether arising under, by virtue of or pursuant to (i) that certain Assignment, Transfer and Assumption Agreement (the "Assignment"), dated as of September 5, 2000, by and among Debtor and Secured Party, and (ii) that certain Manufacturing Agreement (the "Manufacturing Agreement") dated as of September 5, 2000, by and between Debtor and Secured Party, each as may be amended from time to time and at any time (the Assignment and the Manufacturing Agreement, as the same may be hereafter modified, amended, supplemented and/or restated from time to time, are collectively referred to as the "Transaction Documents") or otherwise, together with all actual and reasonable out-of-pocket costs, expenses and reasonable attorneys' fees incurred by Secured Party in the enforcement or collection thereof, whether such indebtedness are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several, joint and several, now exist or hereafter arise, or were prior to acquisition thereof by Secured Party owed to some other Person.

Debtor represents and warrants to and agrees with Secured Party as follows:

1. The Collateral.

(a) Title. Debtor has or will acquire, and will maintain full and absolute title in Debtor to the Collateral, free of all security interests, liens and encumbrances other than the security interest herein granted to Secured Party and liens, security interests and other encumbrances that are described in Exhibit B hereof (collectively, the "Permitted Liens"), and has good right to subject the Collateral to the security interest granted by this Security Agreement. Debtor will defend the Collateral against all adverse claims. Except with respect to Permitted Liens and the security interest granted by this Security Agreement, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a lien or security interest on such Collateral. If any Collateral is at any time in the possession or control of any warehouseman, bailee, consignee or any of Debtor's agents or processors, Debtor shall notify such warehouseman, bailee, consignee, agent or processor of the security interests granted or created hereby and to hold all such Collateral for Secured Party's account subject to Secured Party's instructions.



(b) Condition-Location. Debtor shall maintain the Collateral in good condition, repair and operating order, ordinary wear and tear excepted, and shall not permit it in any respect to be wasted, destroyed, or used in violation of law. Notwithstanding the foregoing, Debtor may destroy or otherwise dispose of expired Product after first obtaining written consent from Secured Party, which consent will not be unreasonably withheld. Secured Party and its agents and representatives, may come upon Debtor's property to examine and inspect the Collateral upon receipt of written notice at any reasonable time or times during normal business hours, and for the purpose of conducting appraisals of the Collateral. Debtor shall keep full and accurate books and records relating to the Collateral. Unless Secured Party otherwise consents, all business records constituting, relating to or evidencing any of the Collateral shall be located at Debtor's chief executive office and principal place of business described on Schedule I attached to this Security Agreement ("Debtor's Chief Executive Office"). All Collateral is located at Debtor's Chief Executive Office or at one of its operating facilities identified on Schedule II attached to this Security Agreement, or is in the possession of a warehouseman, bailee, consignee, agent or processor (collectively, a "Third Party") identified on Schedule III attached hereto. The Debtor's federal identification number is 22-3740140.

(c) Taxes and Assessments. Debtor shall promptly pay, as they become due and payable, all taxes and assessments imposed upon the Collateral or for its use or operation or upon this Security Agreement except where such taxes and assessments are being contested in good faith by appropriate proceedings.

(d) Insurance. Debtor will maintain or will cause to be maintained on its behalf policies of property and casualty insurance covering the Collateral issued by fiscally sound and reputable insurers, which policies of insurance shall be in such amounts, with such deductibles and against such liabilities and hazards as customarily are maintained by other companies operating similar businesses. All such policies of insurance shall be in form and substance satisfactory to the Secured Party. Such policies of insurance insuring all or any part of the Collateral shall (i) contain an endorsement naming Secured Party as an additional insured and loss payee under a secured lender's loss payable clause, and (ii) provide that the insurer will give Secured Party thirty (30) days' prior written notice of the termination of such policy. Debtor shall deliver to Secured Party the original (or a certified copy) of each such policy of insurance, an appropriate certificate of insurance in respect of each such policy, and evidence of the payment of all premiums therefor when due. If Debtor at any time or times hereafter shall fail to obtain or maintain or to cause to be maintained on its behalf any of the policies of insurance required by this Security Agreement or the Transaction Documents or to pay any premium in whole or in part relating thereto, then Secured Party, without waiving or releasing any Indebtedness or Event of Default, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which Secured Party deems advisable. After the occurrence of any Event of Default, and so long as the Event of Default is continuing unremedied, Secured Party is hereby authorized to act as attorney-in-fact for Debtor in making, adjusting and settling claims under and cancelling such insurance and endorsing Debtor's name on any drafts drawn by insurers of the Collateral.

(e) Protection of Collateral. Debtor shall not, without the prior written consent of Secured Party, sell, assign, transfer, or otherwise dispose of any of the Collateral or any of Debtor's right, title or interest therein other than in the ordinary course and operation of Debtor's business, and shall not otherwise do or permit anything to be done or occur that may impair the Collateral as security hereunder.

(f) Name/Location. Except as disclosed on **Schedule IV** attached hereto, Debtor has not, during the six (6) years preceding the date of this Security Agreement, been known as or used any corporate, fictitious, or assumed name other than the name by which it is identified in this Security Agreement, or acquired any operating business divisions or entities other than those named on such **Schedule IV**. Debtor will not change (i) the location of Debtor's Chief Executive Office; (ii) the location of any Collateral if such change would cause the lien and security interest of Secured Party in such Collateral to lapse or cease to be perfected either immediately upon the movement thereof or after the passage of time; or (iii) its name, identity or corporate structure in any manner unless it shall have given Secured Party not fewer than thirty (30) days' prior written notice thereof.

(g) Licenses, Patents, etc.. Debtor has or will obtain within a reasonable time following the Closing Date (as defined in the Assignment) adequate assets, permits (including those required under applicable federal, state, and local environmental health and safety statutes and regulations) licenses, patents, patent applications, copyrights, trademarks, trademark registrations and applications, and trade names to conduct its business.

2. Financing Statements, Certificates, Etc. Debtor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action, (including, without limitation, any filings with the United States Patent and Trademark Office and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that Secured Party may reasonably request, in order to create, preserve, perfect, confirm, validate, or protect the security interests granted or created pursuant to this Security Agreement or to enable Secured Party to obtain the full benefits of this Security Agreement, or to enable Secured Party to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, Debtor hereby authorizes Secured Party to execute and file financing statements and continuation statements without Debtor's signature appearing thereon. Debtor agrees that a carbon, photographic, photostatic or other reproduction of this Security Agreement or of a financing statement is sufficient as a financing statement. To the full extent permitted by law, Debtor authorizes Secured Party and grants to Secured Party a power of attorney (which is coupled with an interest and is irrevocable) to sign on Debtor's behalf and file financing statements, continuation statements, notices, affidavits, and other documents and amendments thereto that Secured Party reasonably deems necessary or desirable for the purpose of perfecting, protecting, and preserving the lien and security interest of Secured Party in the Collateral. Secured Party agrees to provide Debtor with a carbon, photographic or photostatic copy of any financing or continuation statement or other document concerning the Collateral filed by Secured Party without Debtor's signature or signed by Secured Party pursuant to the power of attorney granted herein. Debtor shall pay the reasonable costs, fees, and expenses of, or incidental to, the perfection, protection and preservation of Secured Party's lien and security interest in the Collateral, including without limitation any recording or filing fees, recording taxes, stamp taxes, and certificate of title application fees incurred in connection with the filing or recording of all financing and continuation statements and other documents concerning the Collateral.

At Debtor's cost and expense, Debtor shall:

(a) within ten (10) days following written request by Secured Party deliver to Secured Party certified schedules, in such form as may be specified by Secured Party, identifying the Collateral, or such part thereof as may be specified by Secured Party, together with such supporting documents and information as Secured Party reasonably may request;

(b) within ten (10) days following written request by Secured Party, furnish or cause to be furnished to Secured Party such inventories and other documents with respect to Collateral as Secured Party reasonably may request from time to time; and

(c) acquire and maintain the Collateral in a manner that will enable the Collateral to become subject to the lien and security interest granted under this Security Agreement.

Without in any respect limiting the generality of the foregoing, upon request by Secured Party, Debtor agrees that it will execute, acknowledge, and deliver to the Secured Party an assignment of its registrations and recordings of and applications for Trademarks in the United States Patent and Trade Office and the goodwill of the business in connection with which each of such Trademarks are used and which is symbolized by such Trademarks, in form and substance acceptable to the Secured Party and appropriate for recording in the United States Patent and Trademark Office, in the event the Secured Party determines by reason of one or more changes in or clarifications of applicable statutes or regulations or judicial decisions occurring after the date hereof, and/or the discovery of existing legal precedent or authority not previously considered by the Secured Party, that the recording of such an assignment in the United States Patent and Trademark Office is necessary to create, perfect or preserve a lien upon, security interest in, or collateral assignment of such Trademarks that is valid against subsequent purchasers, lienholders, secured parties, or assignees.

### 3. General Covenants.

(a) Debtor agrees to pay promptly when due all taxes, assessments and governmental charges upon or against the Debtor, or for the property or operations of Debtor, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings and for which Debtor has established adequate reserves as required by generally accepted accounting principles ("GAAP"). Debtor shall give written notice to Secured Party (i) if a material portion of the Collateral is destroyed or damaged, and (ii) of the creation or assertion of any lien or security interest against any of the Collateral that is not a Permitted Lien.

(b) In the event Debtor fails to pay taxes, assessments, costs and expenses which Debtor is required to pay or in the event Debtor fails to keep the Collateral free from other security interests, liens or encumbrances not permitted under the terms of this Security Agreement, Secured Party may make expenditures for any and all such purposes. All costs and expenses of Secured Party in retaking, holding, preparing for sale and selling or otherwise realizing upon any Collateral or enforcing any provisions hereof, including reasonable attorneys' fees, shall constitute part of the Indebtedness, and shall bear interest from the date incurred at the Default Rate.

(c) Debtor shall: (i) at all reasonable times allow Secured Party and its agents or representatives to examine, inspect and/or make abstracts from Debtor's books and records and to arrange for verification of Collateral, under reasonable procedures, and (ii) Debtor will furnish or cause to be furnished to Secured Party written reports of any changes that would be required to be made to the Schedules to this Security Agreement in order for the information contained in such Schedules to remain accurate, at or before the time events requiring such changes occur. The Secured Party shall bear the cost of any inspection under this subparagraph, unless the inspection reveals (x) a need for the Debtor to make corrective measures, or (y) a

default following which Secured Party enforces its rights under this Security Agreement, in which cases the Debtor will bear the cost of the inspection.

4. Performance by Secured Party of Debtor's Agreements. Secured Party may, but shall have no duty to, perform any agreement of Debtor hereunder which Debtor shall have failed to perform before the expiration of any applicable cure periods and Debtor will forthwith reimburse Secured Party for any payment made or any expense incurred by Secured Party in connection with such performance. Such payments and expenses shall constitute a part of the Indebtedness and shall bear interest at the Default Rate for the date incurred by Secured Party.

5. Events of Default. The occurrence of each of the following events shall constitute an Event of Default by Debtor under this Security Agreement (referred to herein as an "Event of Default"):

(a) The occurrence of any default and the expiration of any applicable cure period under any of the Transaction Documents.

(b) The failure of Debtor to pay all or any part of the Indebtedness, as and when it becomes due, if such failure is not cured within (5) days after written notice from Secured Party to Debtor.

(c) Any breach by Debtor of any other term, covenant or provision of this Security Agreement, which breach is not cured within ten (10) days after written notice thereof from Secured Party to Debtor.

6. General Authority. Debtor hereby irrevocably appoints the Secured Party its true and lawful attorney, with full power of substitution, in the name of Debtor, Secured Party, or otherwise, for the sole use and benefit of Secured Party, but at Debtor's expense, to the extent permitted by law to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Secured Party were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto; and

(e) to make all necessary or appropriate transfers of all or any part of the Collateral in connection with any sale, lease or other disposition thereof pursuant to this Security Agreement, and execute and deliver any documents necessary or appropriate to effect, evidence or facilitate such sale, lease or other disposition.



7. Remedies Upon Default. Time is of the essence of this Security Agreement. Upon the occurrence of any Event of Default by Debtor under this Security Agreement and at any time thereafter (such Event of Default not previously having been cured), Secured Party shall be entitled to declare all of the Indebtedness owed to it to be immediately due and payable, whereupon the same shall become immediately due and payable, without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are hereby expressly waived. To the fullest extent permitted by law, upon the occurrence of any Event of Default and at any time thereafter (such Event of Default having not previously been cured), Secured Party shall have all the remedies of a secured party under the UCC and as otherwise provided by applicable law, including but not limited to the following:

(a) Secured Party may exercise any one or all of its rights under any of the Transaction Documents in satisfaction of all or part of the Indebtedness.

(b) Secured Party may take possession of the Collateral and may use it after having done so. For purposes of taking possession, Secured Party may enter upon any premises on which the Collateral may be situated without legal process and remove the Collateral. If the Debtor intends the Collateral to be located at, on the premises, or in the possession of a Third Party, then Debtor shall make commercially reasonable efforts to obtain a written agreement with the Third Party with terms acceptable to Secured Party whereby the Third Party specifically consents to this provision of the Security Agreement. Debtor releases Secured Party from any claims arising from such removal and shall hold Secured Party harmless from any liability resulting therefrom, other than claims or liability resulting from the gross negligence or willful misconduct of Secured Party or its employees, agents, officers or directors. Secured Party may require Debtor to assemble the Collateral and make it available at a place to be designated by Secured Party which is reasonably convenient to all parties.

(c) Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of Debtor which may be waived, and Debtor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted.

(d) The notice (if any) of such sale shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Debtor agrees that such notice constitutes "reasonable notification" within the meaning of Section 9-504(3) (or any amendment or replacement thereof) of the UCC.

(e) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine. Secured Party shall not be obligated to make any such sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed

for the sale, and such sale may be made at any time or place to which the same may be so adjourned.

(f) In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice.

(g) In the event Secured Party recovers possession of Collateral consisting of Inventory that is out of date ("Recovered Product") and thereby is not suitable for sale to any recognized market, Secured Party may destroy the Recovered Product, and Debtor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. Debtor agrees that costs incurred by Secured Party in connection with the destruction of Recovered Product is part of the Indebtedness as defined herein, and that the destruction of Recovered Product is a "commercially reasonable" disposition of Recovered Product within the meaning of Section 9-504(3) (or any amendment or replacement thereof) of the UCC.

(h) Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose its security interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The expenses of retaking, holding, preparing for sale, selling and the like, and reasonable attorneys' fees and expenses incurred by Secured Party, may be paid from the proceeds of the disposition.

(i) All remedies of Secured Party shall be cumulative to the full extent provided by law. Pursuit by Secured Party of certain judicial or other remedies shall not abate nor bar resort to other remedies with respect to the Collateral, and pursuit of certain remedies with respect to all or some of the Collateral shall not bar other remedies with respect to the Indebtedness or to other portions of the Collateral. Secured Party may exercise its rights to the Collateral without resorting or regard to other collateral or sources of security or reimbursement for the Indebtedness.

8. Nonwaiver-Expenses, Proceeds of Collateral. No waiver by Secured Party of any of its rights shall be effective unless in writing, and in no event shall it operate as a waiver of any other of its rights or of the same rights on any future occasion.

Debtor shall pay to Secured Party promptly upon receipt of written demand any and all actual and reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred or paid by Secured Party in perfecting, protecting or enforcing its rights upon or under Indebtedness or Collateral. After deducting all of said expenses the residue of any proceeds of collection or sale of Collateral shall be applied to the payment of the Indebtedness as Secured Party may determine, and Debtor shall remain fully liable for any deficiency.

9. Limitation on Duty of Secured Party in Respect of Collateral. Beyond the exercise of reasonable care in the custody thereof, Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Secured Party shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially

equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by Secured Party in good faith. Secured Party shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the security interests granted or created hereunder in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder. Secured Party shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Security Agreement by Debtor.

10. Applicable Law-Definitions. Should applicable law confer any rights or impose any duties inconsistent with or in addition to any of the provisions of this Security Agreement, the affected provisions of this Security Agreement shall be considered amended to conform to such law, but all other provisions hereof shall remain in full force and effect without modification. This Security Agreement shall be construed under the laws of the State of Indiana.

11. Successors in Interest. This Security Agreement shall be binding upon and inure to the benefit of Debtor, Secured Party and their respective successors, permitted assigns and legal representatives.

12. Waiver. **DEBTOR AND SECURED PARTY (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG DEBTOR AND SECURED PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THIS SECURITY AGREEMENT OR ANY RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO SECURED PARTY TO PROVIDE THE FINANCIAL ACCOMMODATIONS DESCRIBED IN THE AGREEMENT. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CHOICE OR CONFLICTS OF LAWS PROVISIONS. DEBTOR AGREES THAT THE COURTS OF THE STATE OF INDIANA LOCATED IN INDIANAPOLIS, INDIANA, AND THE FEDERAL COURTS LOCATED IN THE SOUTHERN DISTRICT OF INDIANA, MARION COUNTY, HAVE NON-EXCLUSIVE JURISDICTION OVER ANY AND ALL ACTIONS AND PROCEEDINGS INVOLVING THIS SECURITY AGREEMENT OR ANY OTHER AGREEMENT MADE IN CONNECTION HERewith AND DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO SUBMIT TO THE JURISDICTION OF SUCH COURTS FOR PURPOSES OF ANY SUCH ACTION OR PROCEEDING. DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT DEBTOR MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING, INCLUDING ANY CLAIM THAT SUCH COURT IS AN INCONVENIENT FORUM, AND CONSENTS TO SERVICE OF PROCESS PROVIDED THE SAME IS IN ACCORDANCE WITH THE TERMS HEREOF. FINAL JUDGMENT IN ANY SUCH PROCEEDING AFTER ALL APPEALS HAVE BEEN EXHAUSTED OR WAIVED SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR AS OTHERWISE PROVIDED BY LAW.**

Executed and delivered this 11<sup>th</sup> day of October, 2000.

RELIANT PHARMACEUTICALS, LLC, a  
Delaware limited liability company

By: *Joseph T. Krivulka*  
Printed: Joseph T. Krivulka  
Title: President

*WM*  
*Pro*

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of New Jersey personally appeared Joseph J. Krivulka, who, being first duly sworn, acknowledged that he/she is the President of Reliant Pharmaceuticals, LLC, a Delaware limited liability company, and who acknowledged execution of the foregoing Security Agreement for and on behalf of such limited liability company, as its duly authorized representative.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of October, 2000.

(SEAL)

Public

Name

I am a resident of Middlesex County, N.J.

My Commission Expires: July 28, 2005

Christine Utasi Notary  
Christine Utasi, Printed

*WJ*  
*CR*

**EXHIBIT A**  
**(Patent Licenses, Patents, Trademark Licenses,**  
**Trademarks and Other Intellectual Property)**

The United States patent listed in **Appendix A** hereto, including all extensions thereof.

All of Debtor's right, title and interest in and to (i) the United States registered trademark Axid® number 1,415,563, registration date 11/01/1986 and all amendments thereto, and all logos used in connection therewith, and (ii) the trade dress as described in the pending trade dress application No. 75/516, 493 filed 07/09/98.

All of Debtor's right's in the copyright rights in the materials listed on **Appendix B** hereto, including any and all package inserts.

All of the Debtor's right's in those United States patents listed in **Appendix C** hereto.

Debtor's rights and interests in (i) the United States registered trademark Pulvules®, registration number 144,210, registration date 06/28/1921, (ii) the registered trademark design for a paraboloidal capsule, registration number 732,292, registration date 06/05/1962, and (iii) any appearance, look, shape, size, or color of the Product (as defined in the Assignment), the packaging material for the Product, the labeling for the Product, and the Promotional Materials (as defined in the Assignment).

## ASSIGNED PATENT RIGHTS

Docket #	US Patent # (Application #)	Reel Frame	1st Inventor	Title
x-5359	4,375,547	4068/115	Richard P. Pioch	N-Methyl-N'-([[(2-dimethyl aminomethyl)-4-thiazolyl] methylthio) ethyl 2-nitro-1, 1- ethenediamine



## Axiid Copyrights

Index Number	Description	Lilly Publication Order or Other Publication Identification
1991		
1	Nizatidine versus Placebo in Gastroesophageal Reflux Disease: A 12-Week, Multicenter, Randomized, Double-Blind Study	0002-9270/91/8612-1735\$.3.00/0 The American Journal of Gastroenterology Copyright 1991 by Am. Coll. Of Gastroenterology
1993		
2	(Part I) Gastresophageal Reflux Disease: Current Concepts in Diagnosis and Pathophysiology and (Part II) Gastroesophageal Reflux Disease: Optimizing Treatment	60-NZ- 0579-0 Printed in USA NIZ 5351000FGI-129320 © 1993 Eli Lilly and Company
1994		
3	Gastroesophageal reflux disease Selecting optimal therapy	Gastroesophegeal Reflux Disease Vol 95/No 2/February 1, 1994/Postgraduate Medicine Gastroesophageal Reflux Disease
4	In most patients with reflux esophagitis Turn Fri to Viable	60 NZ-0593-0 Printed in USA NIZ535100FM6-39450 ©1994, Eli Lilly and Company
5	In Reflux Esophagitis Manage the costs without fanning the flames	60 NZ-0638-0 Printed in USA NIZ 535100GB9-79410 ©1994 Eli Lilly and Company
6	Gastroesophageal Reflux Disease North Shore Pharmacy Services	60 NZ 0601-0 Printed in USA NIZ 535100FUJ-494.5 ©1994, Eli Lilly and Company
7	Gastroesophageal Reflux Disease Aldencare ®	60 NZ-0621-0 Printed in USA NIZ535100FZC-6944 ©1994, Eli Lilly and Company
8	Inter Valley Health Plan	60 NZ-0630-0 Printed in USA NIZ535100F9R-694.750 ©1994, Eli Lilly and Company
1995		
9	Audio tape – Como Vivir Con Reflujo GastroEsofagico	60-NZ-0725-0 Printed in USA ©1995, Eli Lilly and Company NIZ535100G84-695
10	Audio tape – Living with GERD – A Patient Support Program for the Management of GERD	60-NZ-724-1 Printed in USA 10070658 99815 ©1995 Eli Lilly and Company
11	Living with GERD Controlling The Symptoms of Heartburn Due To GERD (Gastroesophegeal Reflux Disease	60 NZ 0771-0 Printed in USA 29T535100H23-8955 ©1995, Eli Lilly and Company



Index Number	Description	Lilly Publication Order or Other Publication Identification
12	AXID® nizatidine	60 NZ-0751-0 Printed in USA NIZ535100HJZ-5954 ©1995, Eli Lilly and Company
13	Como Vivir Con Reflujo GastroEsofagico Como controlar los sintomas causados por el reflujo gastroesofagico	60 NZ-0704-0 Printed in USA ©1995, Eli Lilly and Company NIZ535100G59
14	Living with GERD A Day-To-Day Approach To Optimizing GERD Therapy	60 NZ-0730-0 Printed in USA NIZ535100G9A-39550 ©1995, Eli Lilly and Company
15	Post card Living With GERD	60 NZ-0706-1 Printed in USA NIZ535100G6B-1095300 ©1995, Eli Lilly and Company
16	Treat their condition Relieve their concerns	60-NZ0671-0 Printed in USA NIZ535100GOI-195500 ©1995, Eli Lilly and Company
17	Understanding Upper GI Endoscopy American Society for Gastrointestinal Endoscopy	60 NZ-0672-0 Printed in USA NIZ535100GOJ-195500 ©1995, Eli Lilly and Company
18	Understanding ERCP (Endoscopic Retrograde Cholangiopancreatography) American Society for Gastrointestinal Endoscopy	60 NZ-0674-0 Printed in USA NIZ535100GOL-195500 ©1995 Eli Lilly and Company
19	Understanding Colonoscopy American Society for Gastrointestinal Endoscopy	60 NZ-0673-0 Printed in USA NIZ535100GOK-195500 ©1995, Eli Lilly and Company
20	Understanding Flexible Sigmoidoscopy American Society for Gastrointestinal Endoscopy	60-NZ 0675-0 Printed in USA NIZ535100GOM-195500 ©1995, Eli Lilly and Company
21	For Erosive Esophagitis H <sub>2</sub> - Receptor Antagonists Work for Many GERD Patients Choose One That Accomplishes Your Treatment Objectives.	60 NZ-0809-0 Printed in USA NIZ535001QO-129520 ©1995, Eli Lilly and Company
21	Package Living With GERD A Lifestyle Modification Program for the Management of GERD to complement up to 12 weeks' therapy with AXID® 150 mg	60-NZ-0705-0 Printed in USA NIZ535100G6A-295300 ©1995, Eli Lilly and Company
22	Package AXID® nizatidine 150 mg Pulvules® No. 3144 Professional Sample Package not to be sold	60-NZ-0735-0 Printed in USA NIZ535100G9X-395263 ©1995, Eli Lilly and Company
23	MD Examiner Kit and Questionnaire Implementing the MD Examiner Kit, Patient Therapeutic Choices: Living with Gerd	60-NZ-0801-0 Printed in USA NIZ618100NU-11955 © 1995 Health Learning Systems Inc.

Index Number	Description	Lilly Publication Order or Other Publication Identification
24	Patient Therapeutic Choices: Living with GERD (Gastroesophageal Reflux Disease) What You Should Know About GERD Sponsored by OHSU Oregon Health Sciences University	60-NZ-0679-0 Printed in USA NIZ618100GPG-119510 ©1995 Health Learning Systems Inc.
25	Frankford Hospital AXID® nizatidine The Only Oral Solid H-2 Antagonist on Formulary	60-NZ-0813-0 Printed in USA 683535100IQ6 © 1995, Eli Lilly and Company
26	Mercy Catholic Medical Center AXID® nizatidine The Only Solid H-2 Antagonist on Formulary	60-NZ-0811-0 Printed in USA 685535100IC3 ©1995, Eli Lilly and Company
27	Borgess Medical Center Pharmacy and Therapeutics Committee AXID® nizatidine The Only Oral Solid H-2 Antagonist on Formulary	60-NZ-0819-0 Printed in USA 02T535100ISH ©1995, Eli Lilly and Company
28	Alexandria Hospital AXID® nizatidine The Only Oral Solid H-2 Antagonist on Formulary	60-NZ-0824-0 Printed in USA 84535100ISN © 1995, Eli Lilly and Company
29	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d*, is recommended by Community Health Group for the treatment of GERD when H <sub>2</sub> antagonist therapy is appropriate. AXID® 150 mg b.i.d. Nizatidine Community Health Group	60-NZ-0818-0 Printed in USA 01T535100IS6-12951 ©1995, Eli Lilly and Company
30	Gastroesophageal Reflux Disease AXID® Nizatidine 150 mg b.i.d. An H <sub>2</sub> -receptor antagonist proven for relief and healing of GERD at 150 mg b.i.d. Community Memorial Hospital	60-NZ-0793-0 Printed in USA 41F535100IIL-11951 ©1995, Eli Lilly and Company
31	General Agreement on Tariffs and Trade GATT	60-NZ-0752-0 Printed in USA NIZ535100HKB-695.1 ©1995, Eli Lilly and Company
32	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d.*. is recommended by PCS Health Systems for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate. AXID® 150 mg b.i.d. Nizatidine	60-NZ-0780-0 Printed in USA NIZ535100H8Z-99520 ©1995 Eli Lilly and Company
33	Living with GERD A Lifestyle Modification Program for the Management of GERD to complement up to 12 weeks of AXID® 150 mg b.i.d.*	60-NZ-0743-0 Printed in USA NIZ535100HDJ-39525 ©1995, Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
34	Como Vivir Con Reflujo, GastroEsofagico A Lifestyle Modification for the Management of GERD to complement up to 12 weeks' therapy with AXID® mg b.i.d.* Patient education Materials Available in Spanish	60-NZ-0791-0 Printed in USA NIZ618100IE3-10952.5 ©1995, Eli Lilly and Company
35	Living with GERD Controlling the symptoms of heartburn due to GERD	60-NZ-0709-0 Printed in USA NIZ535100G6E-39550 ©1995, Eli Lilly and Company
36	Uncover a new measure of success Openers you can count on For your information only, not be used in product detailing	60-NZ-0728-0 Printed in USA NIZ535100G87-39520 ©1995, Eli Lilly and Company
37	Como Vivir Con Reflujo GastroEsofagico Como controlar los sintomas de la acidez causada por el reflujo gastroesofagico	60-NZ-0703-0 Printed in USA NIZ535100G58-695 ©1995, Eli Lilly and Company
38	Your AXID portfolio an new direction For your information only. Not to be used in product detailing.	60-NZ-0711-0 Printed in USA NIZ535100G6G-3953 ©1995, Eli Lilly and Company
39	AND A HEALER Clinical Efficacy AXID: May turn erosive esophageal tissue from friable to viable in 6 to 12 weeks with 150 mg twice-daily dosing AXID® Nizatidine 150 mg b.i.d.	60-NZ-0664-0 Printed in USA NIZ535100GI1-19550 ©1995, Eli Lilly and Company
40	Reflux Esophagitis AXID® Nizatidine 150 mg Twice Daily	60-NZ-0670 NIZ535100HOC Printed in USA x-ray concept ©1995, Medical Doctors Designers USA, Inc. ©1995 Eli Lilly and Company
41	Introducing a new packaging alternative AXID® Nizatidine 150 mg FlexPak (flexible blister card)	60-NZ-0657-0 Printed in USA NIZ 535100GIS-29510 ©1995, Eli Lilly and Company
1996		
42	Single 1/3 sheet: Living With GERD Controlling heartburn due to GERD Scripps Clinic and Research Foundation	NZ-1003-0 Printed in USA 01F535100J8T-6963 ©1996, Eli Lilly and Company
43	Single 1/3 sheet: Living With GERD Controlling heartburn due to GERD Bristol Park Medical	NZ-0987-0 Printed in USA 01T535100J5Q-596.2
44	Fold over: For Erosive Esophagitis The only fire inside should be inspiration.	60-NZ-1032-0 Printed in USA NZ535100KHD-7962 ©1996 Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
45	½ sheet: Living With GERD Controlling heartburn due to GERD - Sharp Mission Park Medical Group	NZ-1005-0 Printed in USA 01F535100J8W-6963 ©1996, Eli Lilly and Company
46	½ sheet: Living With GERD Controlling heartburn due to GERD Accounts Option (check one) Template #13	NZ-1009-0 Printed in USA N1Z535100KAT-696.5 © 1996, Eli Lilly and Company
47	8.5 x 11 - Account Option: (Account's Name or Logo) Information on "Why Your Medication?" Template 14	NZ-1010-0 Printed In USA N1Z535100KAU-696.5 ©1996, Eli Lilly and Company
48	8.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) HMO New Mexico	NZ-1000-0 Printed in USA 02B535100J8E-696.2 ©1996, Eli Lilly and Company
49	8.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) HMO Nevada	NZ-1001-0 Printed in USA 02B535100J8F-696.2 ©1996, Eli Lilly and Company
50	8.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) Sharp Mission Park Medical Group - 4 pages	NZ-1004-0 Printed in USA 01B535100J8V-696.5 ©1996, Eli Lilly and Company
51	.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) Talbert Medical Group - 4 pages	NZ-1051-0 Printed in USA 01T535302437-9961.5 ©1996, Eli Lilly and Company
52	8.5 x 11 - Available on Formulary: Cimetidine and AXID® (nizatidine) MercyCare™ Health Plan, Inc. - 4 pages	NZ-5550 Printed in USA 10000460-1296 ©1996, Eli Lilly and Company
53	8.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) CliniCare, The HMO product of Rockford Health Plans Inc.- 4 pages	NZ-5643-0 Printed in USA 10000504-1296 ©1996, Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
54	8.5 x 11 - When choosing an H <sub>2</sub> -antagonist in treating PUD*/GERD " <u>Preferred</u> " Cimetidine <u>Alternative</u> AXID® (nizatidine) Talbert Medical Group - 4 pages	NZ-5654-0 Printed in USA 10000524-1196 ©1996, Eli Lilly and Company
55	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Medical Center of Georgia - 4 pages	NZ-1007-0 Printed in USA 05F535100J8Y-696.2 ©1996, Eli Lilly and Company
56	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Piedmont Hospital	NZ-1006-0 Printed in USA 05F535100J8Z-696.2 ©1996, Eli Lilly and Company
57	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Jennie Stuart Memorial Hospital - 4 pages	NZ-1040-0 Printed in USA 04T535100KKL-896.2 © 996, Eli Lilly and Company
58	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Ft. Sanders Parkwest - 4 pages	NZ-1038-0 Printed in USA 04T535100KKG-896.2 ©1996, Eli Lilly and Company
59	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Catholic Healthcare West - 4 pages	NZ-1037-0 Printed in USA 01T535100KJ3-8961 ©1996, Eli Lilly and Company
60	8.5 x 11 - AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary - Piedmont - 4 pages	NZ-1006-0 Printed in USA 05F535100J8X-696.2 ©1996, Eli Lilly and Company
61	Available on National Prescription Administrators, Inc. Formulary: Cimetidine and AXID® (nizatidine) - 4 pages	NZ-1042 Printed in USA 05B535100KKS-896 ©1996, 1996 Eli Lilly and Company
62	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d. is recommended by Shadyside Hospital for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate.	NZ-1035-0 Printed in USA 683535100KHT-796.4 ©1996, Eli Lilly and Company
63	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d. is recommended by (Account's Name or Logo) for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate	GI Template #1 NZ-1011-0 Printed in USA N1Z535100KAV-696 ©1996, Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
64	8.5 x 11 Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d. is recommended by (Account's Name or Logo) for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate	GI Template #2 NZ-1012-0 Printed in USA NIZ535100KAW-696 ©Eli Lilly and Company
65	8.5 x 11 AXID® nizatidine The Only Oral Solid H <sub>2</sub> -Antagonist on Formulary Shady Hospital - 4 pages	NZ-1034-0 Printed in USA 683535100KHR-796.4 ©1996, Eli Lilly and Company
66	8.5 x 11 fold out For relief of heartburn and healing of erosive esophagitis	60-NZ-0999-0 Printed in USA NIZ535100J8A-6965 © 1996, Eli Lilly and Company
67	7 x 5 fold over post card - Free offer you can count on	60-NZ-0999-0 Printed in USA NIZ535100J8A-6965 ©1996 Eli Lilly and Company
68	8.5 x 5.5 card Living With GERD Controlling heartburn due to GERD	NZ-0986-0 Printed in USA 01T535100J5P-796.2 ©1996, Eli Lilly and Company
69	4 pages 8.5 x 11 - When Choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD BlueCross and Blue Shield of Oregon and HMO Oregon recommends: <u>"Preferred"</u> Cimetidine <u>Alternative</u> AXID® (nizatidine)	NZ-0828-0 Printed in USA NIZ535100ITS-1961 ©1996 Eli Lilly and Company
70	4 pages 8.5 x 11 - When Choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD HMO Colorado recommends: <u>"Preferred"</u> Cimetidine <u>Alternative</u> AXID® (nizatidine)	NZ-0996-0 Printed in USA 02B535100J7S-6961 ©1996 Eli Lilly and Company
71	4 pages 8.5 x 11 - When Choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD Account's Name or Logo recommends: <u>"Preferred"</u> Cimetidine <u>Alternative</u> AXID® (nizatidine)	GI Template #6 NZ-0976-0 604535100J34-696.2 ©1996, Eli Lilly and Company
72	One page - Available on The Wellness Plan Formulary: Cimetidine and AXID® (nizatidine)	NZ-0993-0 Printed in USA 6675535100J6U-6962 ©1996, Eli Lilly and Company
73	Two sided one page Living with GERD - Next scheduled appointment:	60-NZ-0709-1 Printed in USA NIZ535100J9F-89650 ©1996, Eli Lilly and Company
74	AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary Beaver Dam Community Hospital - 4 pages	NZ-0995-0 Printed in USA 41F535100J74-696.1 ©1996, Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
75	AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary Ohio Valley Medical Center - 4 pages	NZ-0984-0 Printed in USA 84F535100J4C-596.1 ©1996 Eli Lilly and Company
76	AXID® nizatidine The Only Oral Solid H <sub>2</sub> -Antagonist on Formulary Ft. Sanders Regional Medical Center - 4 pages	MQ-0302-0 Printed in USA 04T535100KKN-896.2 ©1996 Eli Lilly and Company
77	AXID® nizatidine The Only Oral Solid H <sub>2</sub> -Antagonist on Formulary The Chester County Hospital - 4 pages	NZ-0983-0 Printed in USA 84F535100J4B-596.1 ©1996, Eli Lilly and Company
78	AXID® nizatidine The Only Oral Solid H <sub>2</sub> -Antagonist on Formulary Lakeland Regional Health System - 4 pages	60-NZ-0823-0 Printed in USA 02T535100ISL ©1996, Eli Lilly and Company
79	AXID® nizatidine The Only Oral Solid H <sub>2</sub> -Antagonist on Formulary Crozer-Keystone Health System - 4 pages	60-NZ-0832-0 Printed in USA 683535100IY6-196.2 ©1996, Eli Lilly and Company
80	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD (Account's name or Logo) recommends: "Preferred" Cimetidine Alternative AXID nizatidine - 4 pages	GI Template #10 NZ-0980-0 Printed in USA 604535100J38-696.2 ©1996, Eli Lilly and Company
81	Gasroesophageal Reflux Disease AXID® 150 mg b.i.d. An H <sub>2</sub> -receptor antogonist proven for relief and healing of GERD at 150 mg. b.i.d. Department of Veterans Affairs - 4 pages	NZ-0794-1 Printed in USA 41F535100JCF-296.1 ©1006, Eli Lilly and Company
82	Gasroesophageal Reflux Disease AXID® 150 mg b.i.d. An H <sub>2</sub> -receptor antogonist proven for relief and healing of GERD at 150 mg. b.i.d. Christie Clinic Association - 4 pages	NZ-0985-0 Printed in USA D4B535100J4D-596.1 ©1996, Eli Lilly and Company
83	Introducing a new packaging alternative Convenient for the high-volume dispenser - 4 pages	60-NZ-0804-0 Printed in USA NIZ5351001PO-1964 ©1996 Eli Lilly and Company
84	Resource implementation guide. 150 mg b.i.d. AXID® nizatidine - For your information only, not for use in product detailing. - 4 pages	60-NZ-0997 Printed in USA NIZ535100J76-6962.5 ©1996, Eli Lilly and Company

Index Number	Description	Lilly Publication Order or Other Publication Identification
85	Reverse 4 pages fold out - For relief of heartburn and healing of erosive esophagitis...	60-NZ-0999-0 Printed in USA NIZ535100J8A-6965 ©1996, Eli Lilly and Company
86	Reverse 4 page fold out - For Erosive esophagitis They all need relief and healing	60-NZ-0940-0 Printed in USA NIZ604535100JVO-69610 ©1996 Eli Lilly and Company
87	AXID® nizatidine For the treatment of erosive esophagitis when H <sub>2</sub> -antagonist therapy is appropriate Account's Name or Logo - 4 pages	GI Template #5 NZ-0975-0 Printed in USA 604535100J33-696.2 ©1996, Eli Lilly and Company
88	AXID (letter form) Health Care Accounts Field Sales Representatives RE: AXID Sales Templates Updates - "Resources Guide to Customized Pull-Through Promotion" Binder - Two page	
89	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d., by (Account's Name or Logo for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate.	GI Template #1 NZ-1011-0 Printed in USA N1Z535100KAV-696 ©1996, Eli Lilly and Company,
90	Gastroesophageal Reflux Disease Axid, Pulvules®, 150 mg b.i.d., by (Account's Name or Logo for the treatment of GERD when H <sub>2</sub> -antagonist therapy is appropriate	GI Template #2 NZ-1012-0 Printed in USA N1Z535100KAW-696 ©1996, Eli Lilly and Company,
91	(Account's Name or Logo) AXID® nizatidine The Only or "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary	GI Template #3 NZ-0869-1 Printed in USA N1Z535100KEY-796 ©1996, Eli Lilly and Company,
92	Cimetidine For the treatment of erosive gastroesophageal reflux disease (GERD) when H <sub>2</sub> antagonist therapy is appropriate Account's Name or Logo	GI Template #4 NZ-0974-0 Printed in USA NZ-0974-0 Printed in USA 604535100J32-696.2 ©1996, Eli Lilly and Company
93	AXID® nizatidine For the treatment of erosive esophagitis when H <sub>2</sub> antagonist therapy is appropriate Account's Name or Logo	GI Template #5 NZ-0975-0 Printed in USA 604535100J33-696.2 ©1996 Eli Lilly and Company
94	When choosing an H <sub>2</sub> -antagonist in treating PUD/GERD Account's Name or Logo "Preferred" Cimetidine Alternative AXID® (nizatidine)	GI Template #6 NZ-0976-0 Printed In USA 604535100J34-696.2 ©1996, Eli Lilly and Company



Index Number	Description	Lilly Publication Order or Other Publication Identification
95	When choosing an H <sub>2</sub> -antagonist in treating PUD/GERD Account's Name or Logo recommends: Cimetidine <u>Alternative</u> AXID® (nizatidine)	GI Template #7 NZ0977-0 Printed in USA 604535100H35-696.2 ©1996, Eli Lilly and Company
96	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD (Account's Name or Logo) "Preferred" Cimetidine <u>Alternative</u> AXID® (nizatidine)	GI Template #8 NZ-0978-0 Printed in USA 604535100J36-696.2 ©1996, Eli Lilly and Company
97	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD (Account's Name or Logo) recommends: Cimetidine <u>Alternative</u> AXID® (nizatidine)	GI Template #9 NZ-0979-0 Printed in USA 604535100J37-696.2 ©1996 Eli Lilly and Company
98	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD (Account's Name or Logo) "Preferred" Cimetidine Alternative AXID® nizatidine	GI Template #10 NZ-0980 Printed in USA 604535100J38-696.2 ©1996 Eli Lilly and Company
99	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD (Account's Name or Logo) Cimetidine Alternative AXID® nizatidine	GI Template #11 NZ-0981-0 Printed in USA 604535100J39-696.2 ©1996 Eli Lilly and Company
100	Available on (Account's Name or Logo) Formulary: Cimetidine and AXID® (nizatidine)	GI Template #12 NZ-0982-0 Printed in USA 604535100J4Z-695.2 ©1996 Eli Lilly and Company
101	5. 8.5 card Account's Option: (check one) Living With GERD	Template #13 NZ-1009-0 Printed in USA N1Z535100KAT ©1996 Eli Lilly and Company
102	Account's Option: (check one) (Account's Name or Logo) Information on "Why Your Medication?"	Template #14 NZ-1010-0 Printed in USA N1Z535100KAU-696.5 ©1996 Eli Lilly and Company
103	Sticker Template #1 Available on Formulary (Acct name or logo) "Preferred"	Sticker Template #1 MQ-0263
104	Sticker Template #2 Available on (Acct name or logo)	Sticker Template #2 MQ-0262
105	Sticker Template #3 On Formulary (Acct name or logo) Managed Health Care	Sticker Template #3 MQ-0264

Index Number	Description	Lilly Publication Order or Other Publication Identification
106	"Resource Guide to Customized Pull-Through Promotion" Introduction Section	
107	Resource Guide to Customized Pull-Through Promotion" Policy/Procedure Section	
1997		
108	Post card - Answer a few questions about your heartburn due to GERD- and win a free gift	NZ-5959-1 Printed in USA 10002048-3975 ©1997, Eli Lilly and Company
109	Post card - Living with GERD A few things you should know about controlling heartburn.* Fill out the enclosed card for a free gift!	NZ-5959-1 Printed in USA 10002048-3975 ©1997, Eli Lilly and Company
110	Card For Erosive esophagitis AXID® (nizatidine) heals with just twice-daily dosing.	60-NZ-1031-2 Printed in USA 10009090-6975 ©1997, Eli Lilly and Company
111	Brochure For Erosive esophagitis When the burning begins, help your patients stay cool.	NZ-10493-0 Printed in USA 10016870-79715 © 1997, Eli Lilly and Company All Rights Reserved
112	Brochure BUILD YOUR INNER FIRE OF LEADERSHIP	NZ-10463 Printed in USA 10017349-99720 ©1997 Eli Lilly and Company All Right Reserved
113	Brochure START A FIRE OF INSPIRATION THROUGH LEADERSHIP	NZ-8440-0 1001972-6975 ©1997 Eli Lilly and Company All Rights Reserved Printed in USA
114	Dear Doctor letter	NZ-8440-0 10010972-7975 ©1997 Eli Lilly and Company All Rights Reserved Printed in USA
115	Card attached to post card - Start a fire of inspiration in your practice with thoughts and reflections from history's great thinkers. Free Forbes Leadership Library Offer Enclosed	NZ 8440-010010972-7975 ©1997 Eli Lilly and Company All Right Reserved Printed in USA
116	For Erosive Esophagitis When the burning begins, help your patients stay cool Four page brochure	NZ-10492-0 Printed in USA 10016859-79715 ©1997 Eli Lilly and Company All Rights Reserved
117	1996 GI Overview The Potential Cost of GI Therapy	NZ-6565-0 Printed in USA 10001495-1971 ©1997, Eli Lilly and Company
118	Madison County Hospital AXID® nizatidine The "Preferred" Oral Solid H <sub>2</sub> -Antagonist on Formulary	NZ-6600-0 Printed in USA 10001530-197.2 ©1997, Eli Lilly and Company
119	Living with GERD Controlling the symptoms of heartburn due to GERD - Scheduled appointment	NZ-10491-0 Printed in USA 10016858-7977.5 ©1997, Eli Lilly and Company, All Rights Reserved

Index Number	Description	Lilly Publication Order or Other Publication Identification
120	When choosing an H <sub>2</sub> -Antagonist in treating PUD/GERD Healthsource recommends: Cimetidine Alternative AXID (nizatidine)	NZ-1046-1 Printed in USA 1001421-197
121	Available on ConnectiCare, Inc. & Affiliates Pharmacy Services Formulary: Cimetidine and AXID® (nizatidine)	NZ-6564-0 Printed in USA 10001494-1975 ©1997 Eli Lilly and Company
122	The Right Stuff 1997 Resource Implementation Guide - 8.5 x 11 four page brochure	60-NZ-5640-0 Printed in USA 10000501-197 ©1997, Eli Lilly and Company
123	For erosive esophagitis Suppress the burning inside your patients with GERD...Enclosed folder	60-NZ-5957-1 Printed in USA 10001711-29710 © 1997, Eli Lilly and Company
124	When treatment of heartburn still leaves a fire inside. Front cover folder	60-NZ-0938-1 Printed in USA 10001701-29710 ©1997, Eli Lilly and Company
1998		
125	12 page 3x 5 booklet Living the GERD A few things you should know about controlling heartburn	60 NZ-5958-1 Printed in USA 10043415-298500 ©1998, Eli Lilly and Company All Right Reserved
126	AXID® nizatidine Performance Script	60-NZ13251-1 Printed in USA 10062555-1198300 ©1998 Eli Lilly and Company All Right Reserved
127	Waiting room holders - Stand up container for literature "No words just flame design"	60-NZ14318 Printed in USA 10085892 12985 ©1998 Eli Lilly and Company All Right Reserved
128	Como Vivir con Reflujo GastroEsofagico Como controlar los sintomas de la acidez causada por el reflujo gastroesofagico - Proxima cita con su medico:	60-NZ-0703-1 Printed in USA 10074659 109810 ©1998, Eli Lilly and Company
129	For erosive esophagitis Axid, Pulvules®, mg b.i.d. by (Account's Name or Logo) for the treatment of Erosive Esophagitis when H <sub>2</sub> -antagonist therapy is appropriate.	1998 GI Template #1 NZ-13355 Printed in USA 10099072-798 ©1998, Eli Lilly and Company. All Right Reserved
130	4 x 9 Fold over - Can't take the heat? Caution Hot	60-NZ14501 Printed in USA 10088152 12986 ©1998 Eli Lilly and Company All Rights Reserved
131	8.5 x 11 fold over - Can't take the heat Caution HOT	60 NZ14281 Printed in USA 10084307 12982.7 ©1998 Eli Lilly and Company All Rights Reserved

Index Number	Description	Lilly Publication Order or Other Publication Identification
132	Fire Hydrant Hand Soap - For Erosive Esophagitis AXID® nizatidine	NZ-10341 10075250 ©1998 Eli Lilly and Company All Rights Reserved AXID® is a registered trademark of Eli Lilly and Company
133	For erosive esophagitis (Account's name or Logo) 150 mg b.i.d. AXID nizatidine The starting dose is the healing dose. 11 x 8.5 4 page brochure	1998 GI Template #2 NZ-13421 Printed in USA 10067367-798 ©1998 Eli Lilly and Company. All Rights Reserved
1999		
134	Patient Chart Reminders Labels - AXID® nizatidine 150 mg	60-NZ-5960 10109010-6992.5 ©1999, Eli Lilly and Company All Rights Reserved
135	Fire hydrant shape sticky notes pads with AXID literature on back	60-NZ14504 10132454
136	Dehydrated fire hydrant shape sponge with AXID literature in plastic package	60 NZ-14726 Printed in USA 10092234-0299100 ©1999 Eli Lilly and Company All Right Reserved
137	1/2 page fold over Some Big Finishes go on and on.	NZ15182-B Printed in USA 10100111 04991.9 ©1999 Eli Lilly and Company All Rights Reserved
138	½ page fold over Some Big Finishes require lots of practice.	NZ15182-C Printed in USA 10100111 04991.9 ©1999 Eli Lilly and Company All Rights Reserved
139	4 x 9 Fold over - Burning up inside?	60-NZ15320 Printed in USA 10102302 089960
140	Magnet 5.5 x 3.25 Living with GERD® Controlling heartburn due to GERD	60-NZ-1033-1 10099898 ©1999 Eli Lilly and Company Printed in USA All Rights Reserved
141	AXID Stomach with red hots candy	60-NZ-16241 10122951 1199100 ©1999 Eli Lilly and Company All Rights Reserved
142	AXID® Performance Scripts 28 Pulvules	60-NZ-13251-1 Printed in USA 10092241-0199300 ©1999 Eli Lilly and company All Rights Reserved
143	Medicine Man - Hot sauce	
144	8.5 x 11 fold over Burning up inside?	60 NZ15319 Printed in USA 10102303 079960 ©1999 Eli Lilly and Company All Right Reserved
145	Safety Fire Extinguisher - Compliments of Eli Lilly and Company 150 mg b.i.d. AXID® nizatidine	60-NZ-15004 10097095 039954 ©1999 AXID® is a registered trademark of Eli Lilly and Company All rights reserved

Index Number	Description	Lilly Publication Order or Other Publication Identification
2000		
146	Literature for waiting room holder Como controlar los sintomas causados por el reflujo gastroesofagico	60-NZ717420 Printed in USA 10144448 03006 ©2000, Eli Lilly and Company
147	Waiting room hold for literature stand up	60-NZ14318 Printed in USA 10143145 ©2000 Eli Lilly and Company All Right reserved
148	3.25 x 5.5 card Living with GERD® Relief of heartburn due to GERD	60-NZ17417 Printed in USA 10144442-030030 ©2000 Eli Lilly and Company
149	8.75 x 4.25 card AXID nizatidine provides Relief of Heartburn due to GERD Healing of Erosive Esophagitis at one dose, 150 mg b.i.d.	60-NZ17418 Printed in USA 10144446 03007.5 ©2000 Eli Lilly and Company
150	8.5 x 11 sheet Living with GERD Controlling the symptoms of heartburn due to GERD Next scheduled appointment:	60 NZ10491 Printed in USA 10142313 030012.5 ©2000 Eli Lilly and Company All Rights Reserved
151	8.5 x 11 fold over Burning up inside?	60-NZ16640 Printed in USA 10131009 010030 ©2000 Eli Lilly and Company All Rights Reserved
152	8.5 11 single sheet To the Rescue!	60-NZ17419 Printed in USA 1014447-050035 Eli Lilly and Company All Rights Reserved
153	12 page 3x 5 booklet Living the GERD A few things you should know about controlling heartburn	60 NZ-5958-1 Printed in USA 1011720-0300300 ©2000, Eli Lilly and Company All Right Reserved
154	4 x 9 pamphlet - When Your Patients are burning up inside (Fireman)	60-NZ16418 Printed in USA 10126807 010030 ©2000 Eli Lilly and Company All Rights Reserved
155	Business card - AXID® nazatidine	60-NZ-1053 10142315-030015 ©2000 Eli Lilly and Company All Rights Reserved Printed in USA
156	Plastic Clipboard AXD® nizatidine	60-NZ-16798 10133258 10015 ©2000 All Rights Reserved AXID is a trademark of Eli Lilly and Company
157	Blue Magnet stomach - Douse the Fire Stress Magnet	60-NZ15180 10100041 049950
158	Calendar 6 x 4 two holes on left - MediScan™ The Physician's Information Sources 2000 January, February March, April	

Index Number	Description	Lilly Publication Order or Other Publication Identification
159	4" tall 1" diameter red fire hydrants highlighters-AXID® nizatidine	60-NZ-17660 10148037 050021.5
160	Bid Exec Roller pens (burgundy) AXID®	60-NZ -0667 10128744
161	Hand Lotion Red hydrant AXID® nizatidine 8 fl. Oz	NZ16356
162	Axid Fire Hydrant Stress Sponge - AXID® nizatidine	
163	Ink pens - yellow fire hydrant ACID® nizatidine	60-NZ15247 10143257
164	Desk stand yellow flame temperature gauge magnet AXID® nizatidine	NZ-147725
165	Car sun shield	
166	Dalmatian Stuff puppy with red fire hat	60-NZ17662 10148038 050052
1999-2000 Direct to Physician Programs		
1	Sample programs: Starter Rx: The physician requests samples by mail or fax. Single Source Sampling: The physician receives a mailing six times a year, which contains a list of available samples. The request can be returned by mail or fax. - Order AXID® (nizatidine) 150 mg Pulvules® for the Rx form <u>personalized to your practice:</u>	NZ 15520 B AXID® is manufactured by Eli Lilly and Company. AXID® and Pulvules® are registered trademarks of Eli Lilly and Company Starterx™ is a trademark of Medi-Promotions Inc., Hasbrouck Heights, NJ 07604 USA
2	Sample programs: Starter Rx: The physician requests samples by mail or fax. Single Source Sampling: The physician receives a mailing six times a year, which contains a list of available samples. The request can be returned by mail or fax. - Single Source Sampling® Physician Sample Program Clark-O'Neill, Inc. - Six pages	

Index Number	Description	Lilly Publication Order or Other Publication Identification
3	Group Dynamics Telesessions: Group Dynamics recruits physicians and leads conference calls. After participating, the doctor receives a gift certificate, along with a thank you card, then orders a medically relevant gift with \$75 from a catalog. - Thank you	NZ 17842 Printed in USA 10150940 0500-3 Copyright © 2000 Eli Lilly and Company All rights reserved
4	Group Dynamics Telesessions: Group Dynamics recruits physicians and leads conference calls. After participating, the doctor receives a gift certificate, along with a thank you card, then orders a medically relevant gift with \$75 from a catalog. <u>Moderator Discussion Guide</u> AXID® (nizatidine) Clinical Experience Teleconference (CET) Treatment of GERD: Clinical Issues in Acid Suppression Code #GLIAX21CET - eight pages, nine charts -	NZ-16912-A Printed in USA 10135276-200 Copyright ©2000. Eli Lilly and Company. All rights reserved

#### Axid Copyrights

5	Group Dynamics Telesessions: Group Dynamics recruits physicians and leads conference calls. After participating, the doctor receives a gift certificate, along with a thank you card, then orders a medically relevant gift with \$75 from a catalog. Clinical Experience Teleconference Participant Guidebook The topic of discussion will be: Treatment of GERD: Clinical Issues in Acid Suppression - Overview, Agenda and Nine charts	NZ-16912-B Printed in USA 10135276-200 ©2000. Eli Lilly and Company. All rights reserved.
6	Group Dynamics Telesessions: Group Dynamics recruits physicians and leads conference calls. After participating, the doctor receives a gift certificate, along with a thank you card, then orders a medically relevant gift with \$75 from a catalog. AXID® (nizatidine) Clinical Experience	NZ-16912-E Printed in USA 10135276-200 ©2000, Eli Lilly and Company. All right reserved.

<p>Teleconference (CET) Administrative Materials Guide - Treatment of GERD: Clinical Issues in Acid Suppression - Project Code – GLIAX2CET - A promotional program sponsored by Eli Lilly and Company the manufacturer of Axid® (nizatidine).</p>	
---	--





# APPENDIX C

## LICENSED PATENT RIGHTS

Docket #	US Patent # (Application #)	Reel Frame	1st Inventor	Title
X-5359E	4,904,792	4068/115	Richard P. Pioch	N-thiazolymethylthioalkyl-N'-alkylamidines and related compounds
X-7818B	5,334,725	6874/283-284	Kenneth P. Moder	2-Aminomethyl-4-exomethylenethiazoline epoxides
X-7818C	5,457,206	6874/283-284	Kenneth P. Moder	Process for preparing intermediates to nizatidine and related compounds
X-5782A	4,587,344	4512/170	Charles W. Ryan	Isothiourea Synthesis Process
X-6187	4,777,260	4913/425-426	Charles W. Ryan	Synthesis of Nizatidine Intermediate
X-8650	5,470,865	7508/772	Mary K. McCauley	Pharmaceutical Composition

# EXHIBIT B

Permitted Liens

None.

*MK*  
*025*

**SCHEDULE I**

**Debtor's Chief Executive Office**

**721 Route 202/206 South  
Bridgewater, New Jersey 08807**

A handwritten signature in black ink, appearing to be 'MA' or 'MAA' with a flourish, and the date '9/20' written below it.

## **SCHEDULE II**

### **Debtor's Operating Facilities**

**721 Route 202/206 South  
Bridgewater, New Jersey 08807**

A handwritten signature in black ink, appearing to be 'M. S. S.', located in the bottom right corner of the page.

# **SCHEDULE III**

## **Warehousemen, Bailees, Consignees, Agents or Processors**

**Lark Marketing Support Services, Inc.  
309 Pierce Street  
Somerset, New Jersey 08875**

A handwritten signature in black ink, appearing to be 'M. W. S.', is located in the bottom right corner of the page.

**SCHEDULE IV**

**Corporate, Fictitious or Assumed Names of Debtor  
and/or Operating Business Divisions**

**Reliant Pharmaceuticals, Inc.**

A handwritten signature in black ink, appearing to be 'M. S. Ho', is located in the bottom right corner of the page.