

09-26-2006

MRD 9.25.06



ET

To the Director of the U.S. Patent and Trademark Office 103311735

1 document or the new address(es) below.

1. Name of conveying party(ies)

Sciele Pharma, Inc.

2. Name and address of receiving party(ies)

Name: GMAC Commercial Finance LLC

Internal Address:

Street Address: 1290 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10104

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s) September 18, 2006

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/056805, 11/438198, 11/372245, 11/372238

B. Patent No.(s)

4999430, 5019395, 5576022, 5091395, 6509492, 6790980, 7091236

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois

Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Gayle D. Grocke

Signature

ASSIGNMENTS DIV

9/22/2006

Date

09/22/2006 DBYRNE 00000045 10056805

01 Fee: 8021
02 Fee: 8023

440.00 DP
120.00 GP
Gayle D. Grocke

Name of Person Signing

440.00 DP
120.00 GP
Total number of pages including cover sheet, attachments, and documents: 6

6

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

Patent Security Agreement

Patent Security Agreement, dated as of September 18, 2006, by Sciele Pharma, Inc. ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Patents of Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any


party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

SCIELE PHARMA, INC., as Pledgor

By: 

Name: Darrell Borne

Title: EVP, CFQ Secretary & Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement]

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

Very truly yours,


SCIELE PHARMA, INC., as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By:  _____
Name: Richard L. Tavrow
Title: Director

By:  _____
Name: Irja R. Otsa
Title: Associate Director

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
Sciele Pharma, Inc.	4,999,430	Derivatives of 1,2,3,4-Tetrahydro-9- Acrisinamine
Sciele Pharma, Inc.	5,019,395	Compositions with Enhanced Penetration
Sciele Pharma, Inc.	5,576,022	Controlled Release Tacrine Druge Delivery Systems and Methods for Preparing Same
First Horizon Pharmaceutical Corporation	5,091,395	Heterocyclic Compounds and their Pharmaceutical Formulation
Sciele Pharma, Inc.	6,509,492	Tannate Compositions and Methods of Treatment
Sciele Pharma, Inc.	6,790,980	Tannate Compositions and Methods of Treatment
Sciele Pharma, Inc.	7,091,236	Method for Increasing the Bioavailability of Glycopyrrolate

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
First Horizon Pharmaceutical Corporation	10/056,805	Tannate Compositions and Methods of Treatment
Sciele Pharma, Inc.	11/438,198	Enantiomerically Enriched Nisoldipine
Sciele Pharma, Inc.	11/372,245	Nutritional Preparations (composition)
Sciele Pharma, Inc.	11/372,238	Compositions and Methods for the Treatment of Osteoporosis