

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ALPHARMA, INC.	12/29/2008

RECEIVING PARTY DATA

Name:	Credit Suisse, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	5152995
Patent Number:	5185146
Patent Number:	5403581
Patent Number:	5661015
Patent Number:	5688513
Patent Number:	6008342
Application Number:	10111222
Application Number:	10667676
Application Number:	10667570
Application Number:	11820499
Application Number:	11973802
Application Number:	12204280
Application Number:	11995184
Application Number:	61009136
Application Number:	61007882

PATENT

500742991

REEL: 022034 FRAME: 0941

OP \$1320.00 5152995

Application Number:	61007935
Application Number:	61007941
Application Number:	61007940
Application Number:	61007888
Application Number:	11159894
Application Number:	11913699
Application Number:	61058329
Application Number:	61084016
Application Number:	61111907
Application Number:	61058351
Application Number:	61013325
Application Number:	10832860
PCT Number:	US0800576
PCT Number:	US0704221
PCT Number:	US0823276
PCT Number:	US0823277
Application Number:	12279319
Application Number:	61051291

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34021
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies)

ALPHARMA, INC.

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

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

Execution Date(s) 12/29/2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Agent

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10010

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)

B. Patent No.(s)

see attached schedule

Additional numbers attached? ☐ Yes ☐ No

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 33

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

- ☒ 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:

Karen S. Cottrell
Signature

12/29/2008

Date

Karen S. Cottrell
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: ☐

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

EXECUTION COPY

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Alpharma Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, King Pharmaceuticals, Inc. (the "**Borrower**"), the lenders and agents party thereto, and Credit Suisse, as Administrative Agent and Collateral Agent are parties to a Term Loan Credit Agreement dated as of December 29, 2008 (as amended from time to time, the "**Term Loan Credit Agreement**");

WHEREAS, the Borrower, the lenders and agents party thereto and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to Amendment No. 1, dated as of December 5, 2008, to the Credit Agreement, dated as of April 19, 2007 (as so amended and as further amended from time to time, the "**Revolving Loan Credit Agreement**"; and together with the Term Loan Credit Agreement, the "**Credit Agreements**"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 29, 2008 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Guarantors (as defined therein) party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), (ii) the Collateral Agreement Supplement dated as of December 29, 2008 among the Grantor, the other Grantors (as defined therein) party thereto and Grantee (the "**Collateral Agreement Supplement**") and (iii) certain other Security Documents referred to in the Collateral Agreement (including this Patent Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's 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 Patent 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 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 "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) 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 infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto);

subject, in each case, to the terms of the proviso of Section 3(a) of the Collateral Agreement.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Collateral Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.


Except to the extent expressly permitted in the Collateral Agreement, the Collateral Agreement Supplement or either Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement and the Collateral Agreement Supplement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement and the Collateral Agreement Supplement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December, 2008.

ALPHARMA INC.

By: 
Name: Jeffrey S. Campbell
Title: EVP & CFO

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December, 2008

ALPHARMA INC.

By: _____
Name:
Title:

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: John D. Toronto
Name: JOHN D. TORONTO
Title: DIRECTOR

By: Mikhail Faybusovich
Name: MIKHAIL FAYBUSOVICH
Title: VICE PRESIDENT

**Schedule 1
to Patent
Security Agreement**

ALPHARMA INC.

PATENTS AND DESIGN PATENTS

Patent #	Issued	Expiration	Country	Title
5152995	10/6/92	10/12/2009	United States	STABLE ANTIBIOTIC ESTER FEED COMPOSITIONS
5185146	2/9/93	02/09/2010	United States	RECOMBINANT MVA VACCINIA VIRUS
5403581	4/4/95	04/4/2012	United States	COCCIDIOSIS VACCINES
5661015	8/26/97	08/26/2014	United States	RECOMBINANT COCCIDIOSIS VACCINE
5688513	11/18/97	11/18/2014	United States	COCCIDIOSIS VACCINES
6008342	12/28/99	07/12/2011	United States	DNA ENCODING EIMERIA ANTIGEN

PATENT APPLICATIONS

Case #	Serial #	Country	Date	Filing Title
N/A	10/111,222	United States		SLEEP AID FORMULATIONS
20040131552	10/667,676	United States	F. 9/22/03 P. 7/8/04	SEQUESTERING SUBUNIT AND RELATED COMPOSITIONS AND METHODS
20050020613	10/667,570	United States	F. 9/22/03 P. 1/27/05	SUSTAINED-RELEASE OPIOID FORMULATIONS AND METHODS OF USE
20080233197	11/820,499	United States	F. 6/19/07 P. 9/25/08	PHARMACEUTICAL COMPOSITIONS ("Optimization")
20080233156	11/973,802	United States	F. 10/10/07 P. 9/25/08	PHARMACEUTICAL COMPOSITIONS ("Phase II")
N/A	12/204,280	United States		PHARMACEUTICAL COMPOSITIONS ("AL-06-04-205 CRUSHED")
N/A	11/995,184	United States		ALCOHOL-RESISTANT PHARMACEUTICAL COMPOSITIONS
N/A	61/009,136	United States		ALCOHOL-RESISTANT PHARMACEUTICAL COMPOSITIONS ("ALPH-ALC-07")
N/A	61/007,882	United States		PHARMACEUTICAL COMPOSITIONS ("302 Clinical Trial")
N/A	61/007,935	United States		PHARMACEUTICAL COMPOSITIONS ("301 Clinical Trial")

(NY) 08014/507/IP.SECURITY.AGREEMENT/patent.agreement.alpharma.doc

**PATENT
REEL: 022034 FRAME: 0948**

Case #	Serial #	Country	Date	Filing Title
N/A	61/007,941	United States		PHARMACEUTICAL COMPOSITIONS ("205 Clinical Trial")
N/A	61/007,940	United States		PHARMACEUTICAL COMPOSITIONS ("106 Clinical Trial")
N/A	61/007,888	United States		PHARMACEUTICAL COMPOSITIONS ("Oxycodone")
N/A	11/159,894	United States		MORPHINE SULPHATE FORMULATIONS
20080193537	11/913,699	United States	F. 4/14/08 P. 8/14/08	MORPHINE SULFATE FORMULATIONS
N/A	61/058,329	United States		LAIDOMYCIN FORMULATIONS
N/A	61/084,016	United States		LAIDLAMYCIN COMPOSITIONS
N/A	61/111,907	United States		PROCESS FOR THE ISOLATION OF LAIDLAMYCIN
N/A	61/058,351	United States		LASALOCID FORMULATIONS
N/A	61/013,325	United States		CLOSTRIDIUM BACTERIOPHAGE METHODS AND USE THEREOF
20040247568	10/832,860	United States	F. 4/27/04 P. 12/9/04	METHOD FOR FORMULATION OF MICROBIAL FEED ADDITIVES WITH FEED
	PCT/US07/004221	United States		CHLORTETRACYCLINE FEED ADDITIVE-AUROFAC
	PCT/US08/000576	United States		MADURAMYCIN FORMULATIONS-CYGRO
	PCT/US08/023276	United States		PRAZIQUANTAL AND CIMETIDINE FORMULATIONS
	PCT/US08/023277	United States		EMAMECTIN COMPOSITION AND METHODS
N/A	12/279,319	United States		COOLING SYSTEM
N/A	61/051,291	United States		NASOPHARYNGEAL INNOCULATE OF PROBIOTICS AND PREBIOTICS FOR TREATMENT OF RESPIRATORY INFECTIONS

PATENT LICENSES

None.