

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
KING PHARMACEUTICALS RESEARCH AND DEVELOPMENT, INC.	04/29/2009
<b>RECEIVING PARTY DATA</b>	
Name:	CREDIT SUISSE, as Administrative and Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	7511133
Patent Number:	7470698
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(866)826-5420
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Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	34331
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Total Attachments: 6 source=34331.pdf#page1.tif source=34331.pdf#page2.tif	

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**PATENT  
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## PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, King Pharmaceuticals Research and Development, 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 Grantor, the other 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**"), and (ii) 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 I 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 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. 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, 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 21<sup>st</sup> day of April, 2009.

KING PHARMACEUTICALS RESEARCH  
AND DEVELOPMENT, INC.

By: \_\_\_\_\_

Name: James Elrod

Title: Chief Legal Officer, General  
Counsel and Secretary

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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KING PHARMACEUTICALS RESEARCH  
AND DEVELOPMENT, INC.

By: \_\_\_\_\_  
Name: James Elrod  
Title: Chief Legal Officer, General  
Counsel and Secretary

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: \_\_\_\_\_  
Name: *John D. Toronto*  
Title: DIRECTOR

By: \_\_\_\_\_  
Name: CHRISTOPHER RÉO DAY  
Title: ASSOCIATE

Schedule 1  
to Patent  
Security Agreement

King Pharmaceuticals Research and Development, Inc.

PATENTS AND DESIGN PATENTS

Patent #	Issued	Expiration	Country	Title
7,511,133	3/31/2009	10/19/2025	United States	Novel Adenosine A3 Receptor Agonists
7,470,698	12/30/2008	9/16/2018	United States	Adenosine A3 Receptor Modulations

PATENT APPLICATIONS

None.

PATENT LICENSES

None.