

**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 PHARMACEUTICALS LLC	05/11/2010

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG
Street Address:	AS ADMINISTRATIVE AGENT
Internal Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

**PROPERTY NUMBERS Total: 17**

Property Type	Number
Application Number:	10667570
Application Number:	10667676
Application Number:	11159894
Application Number:	11820499
Application Number:	11913699
Application Number:	11973802
Application Number:	12204280
Application Number:	12336267
Application Number:	12336418
Application Number:	12337052
Application Number:	12418806
Application Number:	12710016
Application Number:	12766472
Application Number:	12766488

**OP \$680.00 10667570**

Application Number:	12766509
Patent Number:	7682633
Patent Number:	7682634

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (800) 494-5225  
Email: ecallahan@nationalcorp.com  
Correspondent Name: ELSPETH CALLAHAN  
Address Line 1: NATIONAL CORPORATE RESEARCH  
Address Line 2: 1100 G STREET, N.W. SUITE 420  
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F126672
-------------------------	---------

NAME OF SUBMITTER:	Mariee Pilkington
--------------------	-------------------

Total Attachments: 6  
source=P S A - Alharma Pharmaceuticals#page2.tif  
source=P S A - Alharma Pharmaceuticals#page3.tif  
source=P S A - Alharma Pharmaceuticals#page4.tif  
source=P S A - Alharma Pharmaceuticals#page5.tif  
source=P S A - Alharma Pharmaceuticals#page6.tif  
source=P S A - Alharma Pharmaceuticals#page7.tif

## PATENT SECURITY AGREEMENT

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

May 11, 2010

WHEREAS, Alharma Pharmaceuticals LLC, a Delaware limited liability company (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 AG, as Administrative Agent and Collateral Agent, are parties to the Credit Agreement, dated as of May 11, 2010 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 11, 2010 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, 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 (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 certain 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 hereby 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 the foregoing;

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 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 the 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.

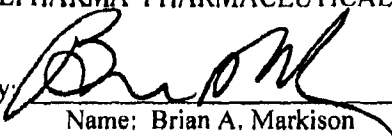
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral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

In the event that any provisions of this Patent Security Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

*[signature page follows]*

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.


ALPHARMA PHARMACEUTICALS LLC

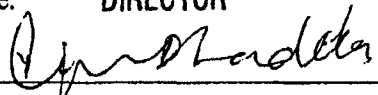
By:   
Name: Brian A. Markison  
Title: President

*[Signature Page to Patent Security Agreement – Alpharma Pharmaceuticals LLC]*

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral  
Agent

By:   
Name: DOREEN BARR  
Title: DIRECTOR

By:   
Name: VIPUL DHADDA  
Title: ASSOCIATE

*[Signature Page to Patent Security Agreement – Alharma Pharmaceuticals  
LLC]*

(NY) 08014/507/AMEND.2010/SECURITY.DOCUMENTS/Patent Security Agreement.doc

PATENT  
REEL: 024380 FRAME: 0869

**Schedule 1  
to Patent  
Security Agreement**

**ALPHARMA PHARMACEUTICALS LLC**

**PATENTS AND PATENT APPLICATIONS**

<b>Internal Title</b>	<b>Filing #</b>	<b>Grant #</b>	<b>Type<sup>1</sup></b>	<b>Expiration</b>
Sustained-Release Opioid Formulations And Methods Of Use	10/667,570	N/A	NP	09/22/2023
Sequestering Subunit And Related Compositions And Methods	10/667,676	N/A	NP	09/22/2023
Morphine Sulphate Formulations	11/159,894	N/A	NP	06/23/2005
Pharmaceutical Compositions ("Optimization")	11/820,499	N/A	NP	06/19/2026
Morphine Sulfate Formulations	11/913,699	N/A	NP	05/12/2026
Pharmaceutical Compositions ("Phase II")	11/973,802	N/A	NP	10/10/2026
Pharmaceutical Compositions ("Al-06-04-205 Crushed")	12/204,280	N/A	NP	09/04/2027
Pharmaceutical Composition ("302 Clinical Trial")	12/336,267		NP	12/16/2028
Pharmaceutical Composition ("301 Clinical Trial")	12/336,418		NP	12/16/2028
Pharmaceutical Composition ("Oxycodone")	12/337,052		NP	12/17/2028
Sustained-Release Opioid Formulations and Methods of Use	12/418,806		NP	04/06/2029
Pharmaceutical Compositions ("Optimization")	12/710,016		NP	02/22/2030
Sequestering Subunit and Related Compositions and Methods	12/766,472		NP	04/23/2030
Sequestering Subunit and Related Compositions and Methods	12/766,488		NP	04/23/2030

<sup>1</sup> Within this chart, the following abbreviations are used with reference to the Type of Patent/Application:

NP = Non-Provisional	CNT = Continuation
PSP = Provisional	REI = Reissue
DIV = Divisional	DP = Design Patent
CIP = Continuation-in-Part	

Sequestering Subunit and Related Compositions and Methods	12/766,509		NP	04/23/2030
Pharmaceutical Compositions ("Optimization")	7,682,633		NP	03/06/2029
Pharmaceutical Compositions ("Optimization")	7,682,634		NP	03/06/2029

**PATENT LICENSES**

<b>Name of Agreement</b>	<b>Parties Licensor/Licensee</b>	<b>Date of Agreement</b>	<b>Subject Matter</b>
Exclusive license and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Flector Patch
Exclusive License and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Tirosint