

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, 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: 6	
Property Type	Number
Application Number:	07812349
Application Number:	08770035
Application Number:	12435763
Application Number:	12456300
Application Number:	12586359
Application Number:	12279319
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(800) 494-5225
Email:	ecallahan@nationalcorp.com
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Address Line 1:	NATIONAL CORPORATE RESEARCH
Address Line 2:	1100 G STREET, NW SUITE 420
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005

OP \$240.00 07812349

501176562

**PATENT
REEL: 024386 FRAME: 0963**

ATTORNEY DOCKET NUMBER:	F126672
NAME OF SUBMITTER:	Mariee Pilkington
<p>Total Attachments: 5</p> <p>source=P S A - Alpharma LLC#page2.tif</p> <p>source=P S A - Alpharma LLC#page3.tif</p> <p>source=P S A - Alpharma LLC#page4.tif</p> <p>source=P S A - Alpharma LLC#page5.tif</p> <p>source=P S A - Alpharma LLC#page6.tif</p>	

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

May 11, 2010

WHEREAS, Alpharma, 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.

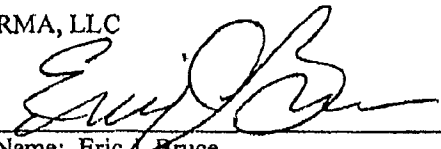
In the event that any provisions of this Patent Security Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[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, LLC

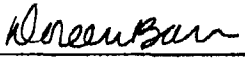
By: _____

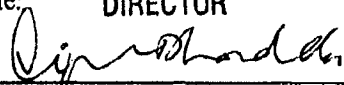

Name: Eric A. Bruce
Title: President

[Signature Page to Patent Security Agreement -- AlphaPharma, 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 – Alpharma, LLC]

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

**Schedule 1
to Patent
Security Agreement**

ALPHARMA, LLC

PATENTS AND PATENT APPLICATIONS

Internal Title	Filing #	Grant #	Type¹	Expiration
Recombinant Coccidiosis Vaccine	07/812,349	US 5661015	NP	08/26/2014
DNA Encoding Eimeria Antigen	08/770,035	US 6008342	NP	07/12/2011
Nasopharyngeal Innoculate of Probiotics and Prebiotics for Treatment of Respiratory Infections	12/435,763		NP	05/05/2029
Laidlomycin Compositions and Methods	12/456,300		NP	06/15/2029
Compositions and Methods for Controlling Diseases in Animals	12/586,359		NP	
Cooling System	12/279,319	N/A	NP	10/12/2027

PATENT LICENSES

None.

¹ 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	