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04-12-2002

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102052700

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
First Horizon Pharmaceutical Corporation

Individuals Association
 General Partnership Limited Partnership

Corporation-State - Delaware
 Other

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company
 Internal Address: _____
 Street Address: 31 West 52nd Street
 City: New York State: New York Code: 10019

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
 2002 MAR 27 11:11:59
 FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: March 5, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/894932	76/169376
76/315853	76/074227
75/692192	76/320182

Additional numbers attached? Yes No

Trademark Registration No.(s)

1953175	838249	1252683
1948938	1543222	2416322
1942353	2483455	824344
2099476	2069343	569968
2049133	2114768	1939088
2000679	2131143	2175325

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

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41): \$ 615.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

04/12/2002 TBIAZ1 00000034 75894932

01 FC:401 40.00 OP
 02 FC:402 575.00 OP

DO NOT USE THIS SPACE

Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno
 Name of Person Signing

March 27, 2002
 Date

Signature
 Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, First Horizon Pharmaceutical Corporation, a Delaware corporation, (the "Grantor") with principal offices at 660 Hembree Parkway, Suite 106, Rosewell, Georgia 30072, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 5, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

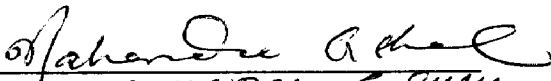
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th

day of March, 2002.

FIRST HORIZON PHARMACEUTICAL
CORPORATION, Grantor

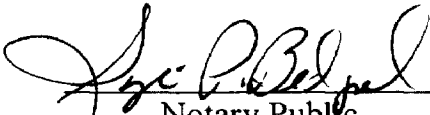
By 
Name: MAKENDRA G SHAH
Title: CEO

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By _____
Name:
Title:

STATE OF GEORGIA)
) ss.:
COUNTY OF Cherokee)

On this 4th day of March, 2002, before me personally came _____
Mahendra G Shah who, being by me duly sworn, did state as follows: that [s]he is
CEO of First Horizon Pharmaceutical Corporation, that [s]he is authorized to
execute the foregoing Grant on behalf of said First Horizon and that [s]he did so by authority of
the [Board of Directors] of said First Horizon



Notary Public

**My Commission Expires
August 3, 2005**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th day of March, 2002.

FIRST HORIZON PHARMACEUTICAL CORPORATION, Grantor

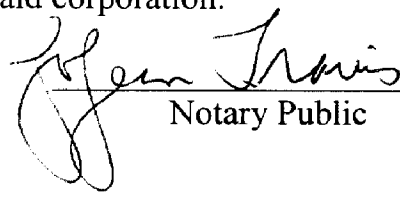
By _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By Scotty D. Lindsey
Name: Scotty D. Lindsey
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 4th day of March, 2002, before me personally came Scottye D. Lindsey who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003

MARK	REGISTRATION NO.
ZOTO-HC	1,953,175
PROTUSS	1,948,938
MESCOLOR	1,942,353
DEFEN	2,099,476
TANAFED	2,049,133
HORIZON PHARMACEUTICAL	2,000,679
PONSTEL	838,249
COGNEX	1,543,222
PRENATE ADVANCE	2,483,455
MICROIRON	2,069,343
MICROIRON II	2,114,768
PRENATE ULTRA	2,131,143
PRENATE 90	1,252,683
ZEBUTAL	2,416,322
BLUE BAND ON WHITE CAPSULE	824,344

MARK	REGISTRATION NO.
FURADANTIN	569,968

MARK	REGISTRATION NO.
SULAR	1,939,088
SULAR (AND DESIGN)	2,175,325

Company's Applications for Trademark Registration

MARK	SERIAL NO.
FIRST HORIZON PHARMACEUTICAL	75/894,932
TANAFED-DM	76/315,853
PRENATE (AND DESIGN)	75/692,192
PRENATE GT	76/169,376
PRENATE ADVANCE PASS PROGRAM	76/074,227
TANAFED PSE	76/320,182