

WLD  
3.11.99

RECORDATION FORM COVER SHEET  
TRADEMARKS ON

03-17-1999



Office

Tab settings

100986728

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

1. Name of conveying party(ies):  
King Pharmaceuticals, Inc.  
501 Fifth Street  
Bristol, TN 37620

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State TN  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: Credit Suisse First Boston

Internal Address: \_\_\_\_\_  
Street Address: Eleven Madison Ave.  
City: New York State: NY ZIP: 10010

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Swiss banking corporation  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Supplement to Security Agreement

Execution Date: December 22, 1998

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

A. Trademark Application No.(s)  
75-428,434  
75-508,722  
75-524,434

B. Trademark registration No.(s)  
375,423 986,792  
549,403 1,020,307  
811,621 1,812,659  
926,416

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Allen H. Harrison, Jr.  
Internal Address: Suite 750 West  
Street Address: 1100 New York Ave, NW  
City: Washington State: DC ZIP: 20005-3934

6. Total number of applications and registrations involved: TEN

7. Total fee (\$7 CFR 3.41):..... \$ 265.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

03/16/1999 NGUYEN 00000085 375423  
01 FC:481 40.00 DP  
02 FC:482 225.00 DP

DO NOT USE THIS SPACE

9. 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.

Allen H. Harrison, Jr.                      *Allen H. Harrison*                      March 5, 1999  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: ONE

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.

TRADEMARK

REEL: 1868 FRAME: 0646

SUPPLEMENT NO. 1 dated as of December 22, 1998, to the Security Agreement dated as of February 27, 1998 (the "*Security Agreement*"), among KING PHARMACEUTICALS, INC., a Tennessee corporation (the "*Borrower*"), each subsidiary of the Borrower listed on the signature pages hereof (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York Branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of February 27, 1998 and amended and restated as of December 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent (in such capacity, the "*Administrative Agent*"), Collateral Agent and swingline lender, NationsBank, N.A. and First Union National Bank, as syndication agents (in such capacity, the "*Syndication Agents*") and First Union National Bank, as issuing bank (in such capacity, the "*Issuing Bank*"), and (b) the Guarantee Agreement dated as of February 27, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Security Agreement was recorded in the United States Patent and Trademark office (1) on Reel 1767, Frame 0665 on August 6, 1998 as to certain trademarks, (2) on Reel 1759, Frame 0663 on July 15, 1998 as to certain trademarks and (3) on Reel 9257, Frame 0503 on June 22, 1998 as to patents.

D. Sections 4.02 and 4.13 of Security Agreement require the Grantors to notify the Collateral Agent of all Intellectual Property of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have identified additional Intellectual Property as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in accordance with the requirements of the Security Agreement in order to facilitate a supplemental filing to be made by the Collateral Agent with the Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule III of the Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto. Schedule IV of the Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto. Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedule 3 hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile

transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1, 2 and 3 attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Security Agreement as of the day and year first above written.

KING PHARMACEUTICALS, INC.,

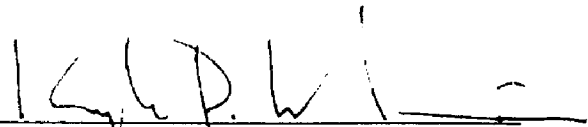
by Brian G. Shrader, CFO  
Name:  
Title:

MONARCH PHARMACEUTICALS, INC.,

by Kyle P. Maciane  
Name: Kyle P. Maciane  
Title: Authorized Agent and Signatory

KING PHARMACEUTICALS OF NEVADA,  
INC.,

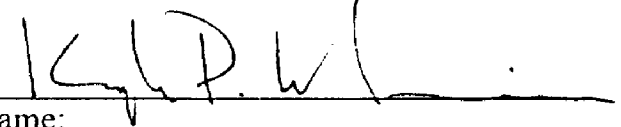
by



Name: Kyle P. Macione  
Title:

PARKEDALE PHARMACEUTICALS, INC.,

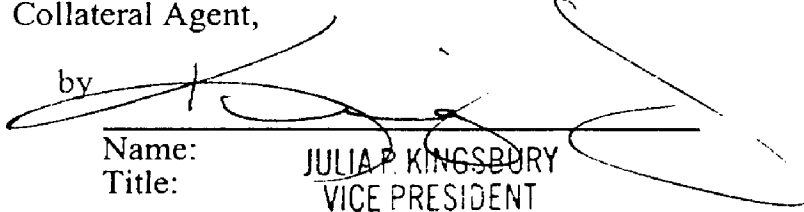
by



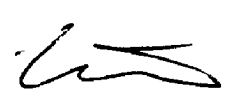
Name:  
Title:

CREDIT SUISSE FIRST BOSTON, as  
Collateral Agent,

by



Name: JULIA P. KINGSBURY  
Title: VICE PRESIDENT



WILLIAM S. LUTKINS  
VICE PRESIDENT

LICENSES

Licenses

Licenses assigned to and assumed by Monarch Pharmaceuticals, Inc. ("Monarch") pursuant to Assignment and Assumption Agreement dated November 14, 1997, whereby Glaxo Wellcome Inc. ("Glaxo") assigned to Monarch all of Glaxo's right, title, and interest in the United States, its territories and possessions, under the Trademark, Patent, Copyright, and Know-How License Agreement dated June 30, 1996, between Glaxo and Warner-Lambert Company in and to trademarks as follows:

**Neosporin**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,572,764  
Date of Registration: 3-31-53  
Date of Licensure 11-14-97  
Date of Assignment: 7-21-98  
Contingent Assgnmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Polysporin**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,546,132  
Date of Registration: 7-31-51  
Date of Licensure 11-14-97  
Date of Assignment: 7-21-98  
Contingent Assgnmt.(CSFB): 7-15-98  
Country of Issue: United States of America

License granted to Borrower (and/or its Subsidiary, Parkedale Pharmaceuticals, Inc.) pursuant to the License Agreement dated February 27, 1998 between Warner-Lambert Company, Parke, Davis & Company and Borrower (and/or its Subsidiary, Parkedale Pharmaceuticals, Inc.) providing for the right to use in the United States of America, excluding Puerto Rico, trademarks as follows:

**Anusol-HC**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 811,621  
Date of Registration: 7-26-66  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Dose**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 986,792  
Date of Registration: 6-25-74  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Vial (Block Letters)**

Owner: Parke, Davis & Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 549,403  
Date of Registration: 10-16-51  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Vial (Stylized Letters)**

Owner: Parke, Davis & Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 375,423  
Date of Registration: 2-20-40  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

Licenses granting to Borrower pursuant to the General Products Agreement dated December 17, 1998, by and between Hoescht Marion Roussel, Inc., Hoescht Marion Roussel Deutschland GmbH and Borrower as part of the Acquisition, certain rights with respect to the following patents:

#### PATENTS

<u>U.S. Patent Numbers</u>	<u>Date of Expiration</u>
4,587,258	January 29, 2005
5,061,722	October 29, 2008
5,151,433	September 29, 2009
5,442,008	September 29, 2009
5,403,856	April 4, 2012
5,231,080	July 27, 2010
5,231,084	July 27, 2010
5,231,083	August 9, 2010
4,525,301	April 26, 2004
5,068,351	November 26, 2008
5,055,591	October 8, 2008
4,727,160	February 23, 2005
4,879,403	November 7, 2006
5,053,519	October 1, 2008
4,684,662	August 4, 2004
4,668,796	May 26, 2004
4,822,894	April 18, 2006
5,175,306	December 29, 2009
4,659,838	December 13, 2004
5,550,255	August 27, 2013
4,868,307	December 2, 2007
4,849,524	November 19, 2007
4,977,260	December 11, 2007
5,011,940	July 1, 2008

#### COMBINATION PATENTS

5,256,687	October 26, 2010
4,975,453	May 26, 2009
5,098,910	March 24, 2009
5,236,933	November 26, 2011
5,366,994	November 26, 2011

#### APPLICATIONS

1. U.S. patent application Serial No. 08/930,562, which is U.S. national phase application of PCT/EP97/00311 (WO97/28790); 35 USC 102(e), dated February 11, 1998.
2. U.S. patent application Serial No. 09/139,385, filed August 25, 1998.
3. U.S. patent application derived from German patent application 19848856.4 of October 23, 1998; Applicant: Hoechst Marion Roussel Deutschland GmbH; Title: Zubereitungen zur topischen Applikation von antiandrogen wirksamen Substanzen
4. US Patent Application Serial No. 258,484.



PATENTS

Patents

Monarch Pharmaceuticals, Inc:

**U.S. Patent No. 4,933,360 “Novel Chlorthalidone Process and Product”**

Issue Date: June 12, 1990  
Expiration Date: June 12, 2007  
No. of Claims Made: 11

**U.S. Patent Nos. 4,465,660; 4,547,358; and 4,215,104**

Owner/Applicant: Bristol-Myers Squibb  
Status: Registered

Monarch has a paid-up and non-exclusive license to certain patent rights owned or controlled by Bristol-Myers Squibb under the name Dividose and having the patent numbers listed above.

King Pharmaceuticals, Inc:

**U.S. Patent No. 5,811,313 “Identification Test for Super Refined Sesame Oil”**

Issue Date: September 22, 1998  
Expiration Date: June 17, 2017  
No. of Claims Made: 19

Patents Pending

**U.S. Patent No. 08/916,690 “Improved Process of Administering Fluphenazine...”**

Issue Date: Pending  
Expiration Date: N/A  
No. of Claims Made: N/A

Parkedale Pharmaceuticals, Inc:

**U.S. Patent No. 5,656,296 “Dual Control Sustained Release Drug Delivery Systems and Methods for Preparing Same”**

Issue Date: August 12, 1997  
Expiration Date: June 7, 2015  
No. of Claims Made: 15

**[REDACTED]**

**[REDACTED]**

TRADEMARKS

Trademarks

Monarch Pharmaceuticals, Inc:

Registered Trademarks

**Vita Care**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,030,333  
Date of Registration: 1-14-97  
Date of Assignment: Original Applicant  
Contingent Assgmt.(CSFB): 07-15-98  
Country of Issue: United States of America

**Pediotic**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,498,288  
Date of Registration: 8-2-88  
Date of Assignment: 4-15-97  
Contingent Assgmt.(CSFB): 7-15-98  
Country of Issue: United States of America

**Design Only - the drawing consists of a kidney-shaped tablet**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,350,257  
Date of Registration: 7-23-85  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Thalitone**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,216,341  
Date of Registration: 11-16-82  
Date of Assignment: 1-24-97  
Contingent Assgmt.(CSFB): 7-15-98  
Country of Issue: United States of America

**Nucofed**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,101,912  
Date of Registration: 9-12-78  
Date of Assignment: 10-11-96  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Viroptic**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,018,684  
Date of Registration: 8-26-75  
Date of Assignment: 5-20-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Cortisporin**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,616,775  
Date of Registration: 11-29-55  
Date of Assignment: 4-9-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Tussend**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,830,944  
Date of Registration: 6-27-67  
Date of Assignment: 10-15-96  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Quibron**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,735,573  
Date of Registration: 8-7-62  
Date of Assignment: 10-11-96  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Accudose**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,029,430  
Date of Registration: 1-14-97  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Kemadrin**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,581,264  
Date of Registration: 10-20-53  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Pro-Kemadrin**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,764,204  
Date of Registration: 2-4-64  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Mantadil**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,621,988  
Date of Registration: 11-13-90  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Menest**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,808,767  
Date of Registration: 12-7-93  
Date of Assignment: 7-15-98  
Country of Issue: United States of America

**Monafed**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,169,443  
Date of Registration: 6-30-98  
Date of Assignment: Original applicant  
Country of Issue: United States of America

**Proloprim**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,806,889  
Date of Registration: 4-12-66  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Septra**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,904,178  
Date of Registration: 12-15-70  
Date of Assignment: 12-5-97  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Proctocort**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,132,640  
Date of Registration: 1-27-98  
Date of Assignment: Original Applicant  
Contingent Assgmt (CSFB): 7-15-98  
Country: United States of America



Pending Trademarks

**Virtopic**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Notice of Allowance (10-13-98)  
Filing Date: 9-8-97  
Serial Number: 75/353,122  
Date of Assignment: Original Applicant  
Country: United States of America

**Classics That Work**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 42  
Status: Pending In-Use Application  
Filing Date: 4-7-98  
Serial Number: 75/464,025  
Date of Assignment: Original Applicant  
Country: United States of America

**Cromoptic**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Pending Intent-to-Use application  
Filing Date: 7-17-98  
Serial Number: 75/521,057  
Date of Assignment: Original Applicant  
Country: United States of America

**Cortisporin TC**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Pending  
Filing Date: 7-29-98  
Serial Number: 75/527,292  
Date of Assignment: Original Applicant  
Country: United States of America

**Monarchpharm**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 35 (Advertising and Business Services)  
Status: Pending as In-Use Application  
Filing Date: 6-6-97  
Serial Number: 75/304,506  
Date of Assignment: Original Applicant  
Country: United States of America

**Monahist**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Notice of Allowance (12-1-98)  
Filing Date: 5-22-97  
Serial Number: 75/296,273  
Contingent Assgmt (CSFB): 7-15-98  
Country: United States of America

**Polymatrix**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Pending Intent-to-Use application  
Filing Date: 7-17-98  
Serial Number: 75/520,648  
Date of Assignment: Original Applicant  
Country: United States of America

Licensed Registered Trademarks

**Neosporin**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,572,764  
Date of Registration: 3-31-53  
Date of Licensure: 11-14-97  
Date of Assignment: 7-21-98  
Contingent Assgmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Polysporin**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 0,546,132  
Date of Registration: 7-31-51  
Date of Licensure: 11-14-97  
Date of Assignment: 7-21-98  
Contingent Assgmt.(CSFB): 7-15-98  
Country of Issue: United States of America

Service Marks

**Secure-A-Sample**

Owner/Applicant: Monarch Pharmaceuticals, Inc.  
Class(es): International Class 42 (Miscellaneous Service Marks)  
Status: Registered  
Registration Number: 1,983,864  
Date of Registration: 7-2-96  
Date of Assignment: Original Applicant  
Country of Issue: United States of America

Registered Trademarks

**Monarch Pharmaceuticals**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,031,645  
Date of Registration: 1-21-97  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Monarch Pharmaceuticals and Design**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,031,644  
Date of Registration: 1-21-97  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country of Issue: United States of America

**Royal Vet**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 3 (non-medicated grooming preparations for pets) & Class 5 (pharmaceuticals)  
Status: Registered  
Registration Number: 2,029,678  
Date of Registration: 1-14-97  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country of Issue: United States of America

Pending Trademarks

**Show Winner**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals) &  
Class 3 (Cosmetics & Cleaning Preparations)  
Status: Pending as an Intent to Use Application  
Published 12-15-98  
Filing Date: 2/3/98  
Serial Number: 75/428,434  
Date of Assignment: Original Applicant  
Country: United States of America

**Snap-N-Chew**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Pending as in-use application  
Filing Date: 7-23-98  
Serial Number: 75/524,434  
Date of Assignment: Original Applicant  
Country: United States of America

**Petrin**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Notice of Allowance (11-24-98)  
Filing Date: 8-27-97  
Serial Number: 75/347,996  
Date of Assignment: Original Applicant  
Country: United States of America

**Arthose Chews**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Notice of Allowance (9-29-98)  
Filing Date: 8-27-97  
Serial Number: 75/347,837  
Date of Assignment: Original Applicant  
Contingent Assgmt (CSFB): 7-15-98  
Country: United States of America

**Vetrin**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Notice of Allowance (11-24-98)  
Filing Date: 8-27-97  
Serial Number: 75/347,765  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country: United States of America

**King Pharmaceuticals (stylized letters)**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals) &  
Class 10 (Veterinary & Diagnostic Preparations)  
Status: Pending as an Intent to Use Application  
Published (3-17-98)  
Filing Date: 7-12-95  
Serial Number: 74/700,382  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country: United States of America

**King Pharmaceuticals and Design**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals) &  
Class 10 (Veterinary & Diagnostic Preparations)  
Status: Pending as an Intent to Use Application  
Published (3-17-98)  
Filing Date: 7-12-95  
Serial Number: 74/700,380  
Date of Assignment: Original Applicant  
Contingent Assgnmt (CSFB): 7-15-98  
Country: United States of America

**King and Design**

Owner/Applicant: King Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Application Pending  
Filing Date: 4-4-94  
Serial Number: 74/508,722  
Date of Assignment: Original Applicant  
Country: United States of America

Registered Trademarks

**Surital**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 18 (Pharmaceuticals)  
Status: Registered  
Registration Number: 500,405  
Date of Registration: 5-18-48  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Adrenalin**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 53,934  
Date of Registration: 6-12-06  
Date of Assignment: 9-8-98 (tentative)  
Country of Issue: United States of America

**Adrenalin and Design**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 140,512  
Date of Registration: 3-15-21  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Aplisol**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 925,391  
Date of Registration: 12-14-71  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Aplitest**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 947,129  
Date of Registration: 11-14-72  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Chloromycetin (\*)**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 509,735  
Date of Registration: 5-10-49  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

\* The Trademark "Chloromycetin" is subject to the Chloromycetin License Agreement dated February 27, 1998, by and between Warner-Lambert Company and Parkedale Pharmaceuticals, Inc.

**Coly-Mycin**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 699,294  
Date of Registration: 6-14-60  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America



**Fluogen**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 883,203  
Date of Registration: 12-30-69  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Humatin**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 665,305  
Date of Registration: 8-5-58  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Ketalar**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 840,783  
Date of Registration: 12-19-67  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Ophocort**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 667,321  
Date of Registration: 9-23-58  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Pitocin**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 254,956  
Date of Registration: 4-2-29  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Pitressin**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 254,507  
Date of Registration: 3-26-29  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Procan**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,140,210  
Date of Registration: 10-07-80  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Procanbid**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,015,950  
Date of Registration: 11-12-96  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Procanbid and Design**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,062,311  
Date of Registration: 5-13-97  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgnmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Procanbid and Design**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 2,065,975  
Date of Registration: 5-27-97  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgnmt (CSFB): 8-6-98  
Country of Issue: United States of America

**Vira-A**

Owner: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,019,813  
Date of Registration: 9-9-75  
Date of Assignment: 9-8-98 (tentative)  
Contingent Assgnmt (CSFB): 8-6-98  
Country of Issue: United States of America

Pending Trademarks**Histoplasmin**

Owner/Applicant: Parkedale Pharmaceuticals, Inc.  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Pending as in-use application  
Filing Date: 8-28-98  
Serial Number: 75/544,568  
Date of Assignment: Original Applicant  
Country: United States of America

Licensed Registered Trademarks

**Anusol-HC**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 811,621  
Date of Registration: 7-26-66  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Dose**

Owner: Warner-Lambert Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 986,792  
Date of Registration: 6-25-74  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Vial (Block Letters)**

Owner: Parke, Davis & Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 549,403  
Date of Registration: 10-16-51  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

**Steri-Vial (Stylized Letters)**

Owner: Parke, Davis & Company  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 375,423  
Date of Registration: 2-20-40  
Date of Licensure: 2-27-98  
Country of Issue: United States of America

## Acquired Trademarks

Attachment "1" to this Schedule V sets forth a list of Trademarks acquired by Borrower pursuant to the General Products Agreement dated December 17, 1998, by and among Hoescht Marion Roussel, Inc., Hoescht Marion Roussel Deutschland GmbH and Borrower, as part of the Acquisition.

The Trademark "Silvadene" is subject to the following licenses:

1. E.I. DuPont De Nemours and Company Trademark Agreement dated July 29, 1986 (United Mexican States);
2. Eczacibasi Pharmaceutical Company License and Supply Agreement dated April 5, 1988 (Turkey);
3. Panion Enterprise Co., Ltd. Silvadene Agreement dated May 23, 1990 (Taiwan);
4. Rhone Poulenc Pharma de Mexico, S.A. de C.V. Silvadene Agreement dated July 9, 1990, as amended August 1, 1995 (Mexico).

SILVADENE, AVC, DV - ALL ACTIVE TMS

9/29/98

Country Name	Trademark	Application Number	Registration Number	Registration Date	Owner Name
AUSTRIA	SILVADENE	AM280987	116309	21-Jun-87	HOECHST MARION ROUSSEL, INC.
BRAZIL	SILVADENE	800083989	800083989	09-Apr-80	HOECHST MARION ROUSSEL, INC.
CANADA	AVC	304754	155257	09-May-87	MERRELL DOW PHARMACEUTICALS
CANADA	SILVADENE	374446	212822	16-Apr-74	HOECHST MARION ROUSSEL, INC.
CHILE	SILVADENE	58194	386042	05-Jul-79	HOECHST MARION ROUSSEL, INC.
CHINA	SILVADENE	"	161736	13-May-80	HOECHST MARION ROUSSEL, INC.
COLOMBIA	SILVADENE	"	94330	"	HOECHST MARION ROUSSEL, INC.
DENMARK	SILVADENE	751	2859	15-Feb-78	HOECHST MARION ROUSSEL, INC.
GREECE	SILVADENE	64815	64815	19-Oct-79	HOECHST MARION ROUSSEL, INC.
HONDURAS	SILVADENE	47141	47141	"	HOECHST MARION ROUSSEL, INC.
HONG KONG	SILVADENE	672	1842	28-Feb-85	HOECHST MARION ROUSSEL, INC.
INDIA	SILVADENE	415652	"	05-Jan-84	HOECHST MARION ROUSSEL, INC.
INDIA	SILVADENE	413265	"	17-Nov-83	HOECHST MARION ROUSSEL, INC.
ISRAEL	SILVADENE	"	43042	14-Oct-76	HOECHST MARION ROUSSEL, INC.
ITALY	SILVADENE	33844C	520759	24-Mar-88	MARION MERRELL DOW INC.
ITALY	SILVADENE	34240	349540	12-Jul-77	HOECHST MARION ROUSSEL, INC.
KOREA (SOUTH)	SILVADENE	8292	55268	12-Oct-76	MARION MERRELL DOW INC.
MACAU	SILVADENE	4236	4236A	31-Dec-87	HOECHST MARION ROUSSEL, INC.
MALAYSIA	SILVADENE	8501820	8501820	30-Apr-85	HOECHST MARION ROUSSEL, INC.
MEXICO	SILVADENE	62780	387681	18-May-89	HOECHST MARION ROUSSEL, INC.
NIGERIA	SILVADENE	47086	"	21-Jun-85	MARION MERRELL DOW INC.
PARAGUAY	SILVADENE	1214	93123	19-Feb-80	HOECHST MARION ROUSSEL, INC.
PUERTO RICO	SILVADENE	21229	21229	27-Oct-77	HOECHST MARION ROUSSEL, INC.
PUERTO RICO	AVC	"	23558	05-Mar-81	MERRELL PHARMACEUTICALS INC.
SINGAPORE	SILVADENE	S1728890	"	16-Sep-83	HOECHST MARION ROUSSEL, INC.
SOUTH AFRICA	SILVADENE	777827	777827	18-Aug-77	HOECHST MARION ROUSSEL, INC.
SPAIN	AVC	605422	605422	27-Dec-69	HOECHST MARION ROUSSEL, INC.
SPAIN	SILVADENE	845353	845353	09-Apr-77	MERRELL PHARMACEUTICALS INC.
SWEDEN	SILVADENE	771712	163488	13-Apr-77	HOECHST MARION ROUSSEL, INC.
SWITZERLAND	SILVADENE	"	287735	15-Mar-77	MARION MERRELL DOW INC.
TAIWAN	SILVADENE	"	121274	"	HOECHST MARION ROUSSEL, INC.
THAILAND	SILVADENE	357058	"	26-Mar-88	HOECHST MARION ROUSSEL, INC.
TURKEY	SILVADENE	68091	89820	05-Dec-85	HOECHST MARION ROUSSEL, INC.
UNITED STATES OF AMERICA	SILVADENE	382156	826416	17-May-71	HOECHST MARION ROUSSEL, INC.
UNITED STATES OF AMERICA	SILVADENE	11536	1020307	23-Jan-74	HOECHST MARION ROUSSEL, INC.

**Altace**

Owner (Registrant): Hoechst Aktiengesellschaft  
Class(es): International Class 5 (Pharmaceuticals)  
Status: Registered  
Registration Number: 1,812,659  
Date of Registration: 12-21-93  
Country: United States of America



DONELAN CLEARY  
WOOD & MASER, P.C.

March 5, 1999

Assignment Branch  
Grant by King Pharmaceuticals, Inc. of Security Interest  
to Credit Suisse First Boston in  
7 U.S. Trademark Registrations and 3 Trademark Applications

Dear Sir:

On behalf of Credit Suisse First Boston, a Swiss banking corporation, receiver of a security interest (for indexing, "assignee"), Eleven Madison Avenue, New York, New York 10010, I submit for filing and recording in the assignment records of the United States Patent and Trademark Office the enclosed true copy of a document entitled Supplement No. 1 (hereinafter "Supplement") dated as of December 22, 1998.

As is noted in the Supplement, the Supplement is for the purpose of supplementing that certain Security Agreement dated as of February 27, 1998, recorded with the Assignment Division of the United States Patent and Trademark Office on Reel 1767/Frame 0665 and Reel 1759/Frame 0663 as to trademarks and on Reel 9257/Frame 0503 as to patents, whereby, among other things, King Pharmaceuticals, Inc. grants a security interest to Credit Suisse First Boston in 7 trademark registrations and 3 trademark applications.

To facilitate the indexing, there is attached a "Trademarks Only" Recordation Form Cover Sheet ("Cover Sheet").

Enclosed is a check in the amount of two hundred sixty five (\$265.00) dollars in payment of the filing/indexing fees for the seven (7) trademark registrations and three (3) trademark applications as listed in the attached Cover Sheet (namely \$40.00 for the document and one mark plus \$25.00 per each mark after one, for a total of \$265.00).

Once the Supplement is recorded in both the trademark registration number index and the Assignor/Assignee Index, it should be returned to me at the following address:

Allen H. Harrison, Jr.  
Suite 750, West Tower  
1100 New York Avenue, N.W.  
Washington, DC 20005-3934

ATTORNEYS AND COUNSELORS AT LAW

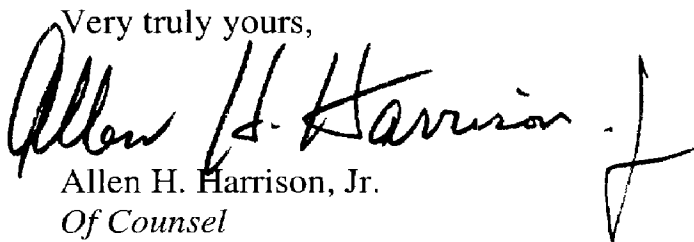
1100 New York Avenue, Suite 750, N.W., Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

**TRADEMARK**  
**REEL: 1868 FRAME: 0677**



I thank you for your help and assistance, and if there are any questions concerning this matter, I can be reached locally at 202-371-9500.

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

Allen H. Harrison, Jr.  
*Of Counsel*

Box Assignments  
Commission of Patents and Trademarks  
Washington, DC 20231

Enclosures

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Certified Mail No. Z 203 548 628

8339-020