

11-17-2000



101519985

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 10-25-00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

- Name
- DBA/AK/TA
- Composed of
- Address (Line 1)
- Address (line 2)
- Address (line 3)
- City State/Country Zip Code
- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 - Corporation Association
 - Other
 - Citizenship/State of Incorporation/ Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THE ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (Line 1)

Address (Line 2)

Address (Line 3)

Address (Line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (Line 1)

Address (Line 2)

Address (Line 3)

Address (Line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0684353"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

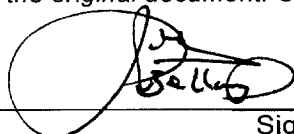
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John A. A. Bellamy

Name of Person Signing



Signature

12/29/99

Date Signed

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Roberts Laboratories, Inc., a New Jersey Corporation (the "Assignor"), is the owner of and/or has used the trademark "Tigan" (U.S. Patent and Trademark Office Registration No. 0684353) (the "Trademark"); and

WHEREAS, King Pharmaceuticals, Inc., a Tennessee corporation (the "Assignee") with offices at 501 Fifth Street, Bristol, Tennessee 37620, desires to acquire any and all rights that the Assignor may have in and to the Trademark, and the registration application and registration thereof, together with that part of the goodwill of the business of the Assignor connected with the use of and symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof,

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows, as of the 12th day of November, 1999:

1. Assignor covenants and warrants with Assignee, its successors and assigns, as set forth more particularly in that certain Asset Purchase Agreement, of even date herewith by and between Assignor and Assignee (the "Purchase Agreement"), including, but not limited to, that Roberts has good and marketable title to the Trademark conveyed hereunder and good and perfect right to sell and transfer same as aforesaid and that said Trademark is free and clear of all mortgages, infringements, pledges, liens, encumbrances, security interests and claims of any nature whatsoever.

2. The Assignor does hereby assign unto the Assignee all of Assignor's rights, titles and interests in and to the Trademark, and the registration applications and registrations thereof, together with that part of the goodwill of the business of the Assignor connected with the use of and symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof

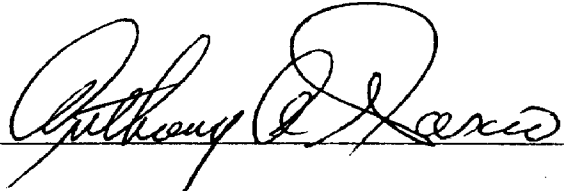
3. The Assignor agrees to execute and deliver all other papers, instruments and assignments, and to perform any other acts as the Assignee may reasonably request in order to vest all of the Assignor's rights, titles and interests in and to the Trademark in the Assignee, and to provide evidence to support any of the foregoing in the event that such evidence is reasonably deemed necessary by the Assignee and to the extent that such evidence is in the possession or control of the Assignor.

4. If Assignee, Assignor or an Affiliate of either of them discovers that additional trademarks (whether registered or not), other than the Trademark, are used in connection with the Purchased Assets or the Product Business then all of Assignor's rights, titles and

subject to all the terms and provisions of this Trademark Assignment Agreement and the Purchase Agreement.

5. Defined terms or phrases used herein shall have the same definitions ascribed to them in the Purchase Agreement.

ROBERTS LABORATORIES, INC.

By: 

Name: Anthony A. Rascio

Title: Vice President and General Counsel

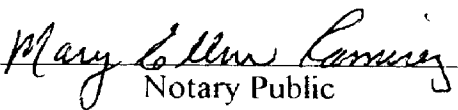
Date: November 12, 1999

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that Anthony A. Rascio, personally known to me to be General VP and Counsel of Roberts Laboratories, Inc., a New Jersey corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such General VP and Counsel, he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

Given under my hand and official seal this 12th day of November, 1999.


Notary Public

My commission expires:

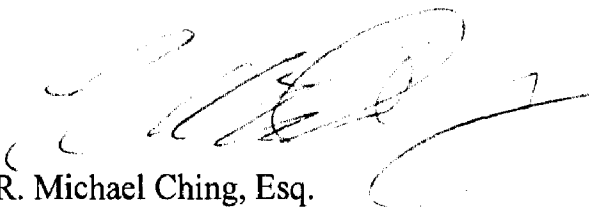
MARY ELLEN RAMIREZ
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 20, 2001

CERTIFICATE OF EXPRESS MAILING

Express Mail Mailing Label Number EL702171259US

Date of Deposit: October 25, 2000

I hereby certify that the assignment with recordation sheet for the mark **TIGAN**; and a check in the amount of \$40.00 for filing of assignment, are being deposited with the United States Postal Service for "Express Mail" service under 37 C.F.R. § 1.10 on the date indicated above and are addressed to the Assistant Commissioner for Trademarks, Box Assignment, 2900 Crystal Drive, Arlington, VA 22202-3513.



R. Michael Ching, Esq.
Roberts Abokhair & Mardula, LLC
11800 Sunrise Valley Drive, Suite 1000
Reston, VA 20191-5302
(703) 391-2900

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: **TIGAN**

International Class: 5

Registration No.: 0,684,353

Filed: December 12, 1958

Assistant Commissioner for Trademarks
Box Assignment
2900 Crystal Drive
Arlington, VA 22202-3513



10-25-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #59

Dear Sir:

Enclosed please find the following:

1. Assignment with recordation sheet for the mark **TIGAN**;
2. One check in the amount of \$40.00 for filing assignment; and
3. Certificate of Express mailing.

The Commissioner is hereby authorized to charge any fee deficiency, or credit any overpayment, to Deposit Account No. 18-1579. The Commissioner is also authorized to charge Deposit Account No. 18-1579 for any future fees connected in any way to this application. Two copies of this letter are enclosed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Michael Ching', with a long horizontal flourish extending to the right.

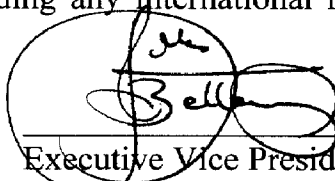
R. Michael Ching, Esq.
Roberts Abokhair & Mardula, LLC
11800 Sunrise Valley Drive, Suite 1000
Reston, VA 20191-5302
(703) 391-2900

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: TIGAN
International Class: 005
Registration No.: 068453
Date of Registration: 12/12/1958
Serial Number: 72064174

CONDITIONAL ASSIGNMENT PURSUANT TO 37 CFR §3.56

Pursuant to the terms of the Amended and Restated Credit Agreement dated February 27, 1998, by and between, King Pharmaceuticals, Inc. and Credit Suisse First Boston, King Pharmaceuticals, Inc., hereby conditionally assigns all right, title, and interest together with the good will symbolized by the marks including any international rights in and to the registered trademarks attached hereto as Exhibit B.

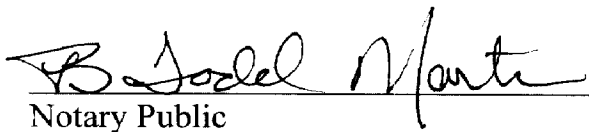


Executive Vice President and General Counsel
King Pharmaceuticals, Inc.

State of Tennessee :

County of Sullivan :

The foregoing instrument was acknowledged before me this the 29th day of December, 1999, by John A. A. Bellamy, Executive Vice President and General Counsel of King Pharmaceuticals, Inc., on behalf of the corporation and who states that the foregoing is true and correct to the best of his knowledge and belief.


Notary Public

My commission expires:

12/3/02