

12-11-2002

12-6-02

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 12-6-02 CREDIT SUISSE FIRST BOSTON [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other investment bank Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Shire Laboratories Inc. Internal Address: Street Address: 7900 Tanners Gate Drive City: Florence State: KY Zip: 41024 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Release of Trademark Security Agmt. Execution Date: 09/12/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE I B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE I Additional number(s) attached [x] Yes [ ] No

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

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 1400 [ ] Enclosed [ ] Authorized to be charged to deposit account:

8. Deposit account number:

RETURN TO: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005

DO NOT USE THIS SPACE

9. Signature.

MAUREEN P. MURPHY Name of Person Signing

Maureen P. Murphy Signature

December 3, 2002 Date

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Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

40.00 DP 100.00 DP

TRADEMARK REEL: 002631 FRAME: 0033

12/10/2002 2/10/2002 GTOW

FC:8521 FC:8522

SCHEDULE I  
to  
Release of Trademark  
Security Agreement

PLEDGOR: SHIRE LABORATORIES INC.

Item A. Trademarks

Registered Trademarks

<u>Country<sup>a</sup></u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Carbatrol	1,975,246	5/21/96
USA	Ensotrol	2,108,880	10/28/97
USA	Peptiscreen	2,012,375	10/29/96

Pending Trademark Applications

<u>Country*</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Dermatrol	74/545,262	6/30/94
USA	Peptitrol	74/545,260	6/30/94
USA	Optiscreen	number not yet assigned	12/1/99

Item B. Trademark Licenses

<u>Country or Territory*</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE dated as of September 12, 2002 (this "Release") is made by Credit Suisse First Boston (as successor to DLJ Capital Funding Inc.), as Administrative Agent (in such capacity, the "Secured Party") under that certain Trademark Security Agreement, dated as of December 23, 1999 and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement"), among Shire Laboratories Inc., (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office beginning at Reel 010572, Frame 0700, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Trademarks and Trademark applications, including the Trademarks set forth on Schedule I hereto ("Trademark");

WHEREAS, the Secured Party wishes to: (i) terminate the Trademark Security Agreement against the Trademarks identified in Schedule I hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Trademarks; (iii) restore all right, title and interest in and to the Trademarks, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in all of the Trademarks of the Debtor, including the Trademarks set forth on Schedule I hereto, and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and to the Trademarks, and more particularly hereby releases the security interest granted to Secured Party in the Trademarks, of which was at Reel 010572, Frame 0700, in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE FIRST BOSTON,  
as Secured Party

By: C. Lally Jennifer A. Pieza  
Name: **CHRISTOPHER LALLY** **JENNIFER A. PIEZA**  
Title: **VICE PRESIDENT** **ASSOCIATE**