

09-23-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



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

RECO 102842033  
TRADEMARK OFFICE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-20-04

1. Name of conveying party(ies)/Execution Date(s):

Credit Suisse First Boston

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Execution Date(s) June 30, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: King Pharmaceuticals, Inc.

Internal Address: \_\_\_\_\_

Street Address: 501 Fifth Street

City: Bristol

State: Tennessee

Country: U.S.A. Zip: 37620

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Tennessee

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s) 811,621

2,132,640

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ANUSOL-HC; PROCTOCORT

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

Name: Devon J. Goldberg, Esq.

Internal Address: \_\_\_\_\_

Street Address: Dewey Ballantine LLP  
1301 Avenue of the Americas

City: New York

State: New York Zip: 10019

Phone Number: 212-259-6705

Fax Number: 212-259-6333

Email Address: dgoldberg@dbllp.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

9/16/04

Date

Devon J. Goldberg

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

09/23/2004 EDCOOPER 00000028 811621

01 FC 1521  
02 FC 1522

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 003049 FRAME: 0583

**Continuation of Item 2 to the Recordation Form Cover Sheet - Trademarks Only**  
**List of Additional Assignee Names and Addresses**

Parkdale Pharmaceuticals, Inc.  
870 Parkedale Road,  
Rochester, Michigan 48307  
A Michigan Corporation

Monarch Pharmaceuticals, Inc.  
355 Beecham Street  
Bristol, Tennessee 37620  
A Tennessee Corporation

THIS PARTIAL RELEASE dated as of June 30, 2004, by Credit Suisse First Boston, acting through its Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Lenders. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, KING PHARMACEUTICALS, INC. (the "Borrower"), the LENDERS and CREDIT SUISSE FIRST BOSTON, acting through its CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent") are party to that certain Credit Agreement dated as of April 23, 2002 (the "Credit Agreement").

WHEREAS, reference is made to that certain Security Agreement, dated as of April 23, 2002 (as amended, supplemented or otherwise modified from time to time) among the Borrower, each other Subsidiary Guarantor of the Borrower (collectively with the Borrower, the "Grantors") and the Collateral Agent (the "Security Agreement"), pursuant to which, among other things, the Grantors granted a security interest to the Collateral Agent for the benefit of the Secured Parties in certain Collateral (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases of record the security interest in the collateral described on Appendix A attached hereto (the "King/Monarch/Parkedale Collateral").

The Collateral Agent hereby authorizes UCC financing statement amendments substantially in the form of the UCC Financing Statement Amendments attached hereto as Appendix B to be filed by the Borrower (and its counsel) in all appropriate jurisdictions in order to effect the release of the King/Monarch/Parkedale Collateral.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be duly executed by its duly authorized officer as of the day and year above written.

CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH, as Collateral Agent

By  \_\_\_\_\_

Name: BILL O'DALY  
Title: DIRECTOR

By  \_\_\_\_\_

Name: JOSHUA PARRISH  
Title: ASSOCIATE

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

The foregoing instrument was executed and acknowledged to me this day of JUNE 30, 2004 by B. O'DAY - DIR. and J. PARRISH - ASSOC., duly authorized officers of Credit Suisse First Boston, acting through its Cayman Islands Branch.

[Notarial Seal]



Notary Public

**MARJORIE E. BULL**  
Notary Public, State of New York  
No. 018U6066262

Qualified in New York County  
Commission Expires February 20, 2007

My Commission expires:

## APPENDIX A

### **Collateral**

All right, title and interest of King Pharmaceuticals, Inc., Monarch Pharmaceuticals, Inc. and Parkedale Pharmaceuticals, Inc. (collectively, "Seller") in and to:

1. the Advertising and Promotional Materials;
2. the Anusol ANDA;
3. the Assigned Partial License;
4. the Assigned Trademarks;
5. the Product Labeling and Packaging Materials
6. the Transferred Documentation; and
7. the Inventory.

Unless otherwise defined herein, the following capitalized terms as used herein shall have the meaning assigned to them below.

"Advertising and Promotional Materials" means all existing advertising and promotional materials, including flyers, brochures, pamphlets and video cassettes, or any similar materials or items, which pertain exclusively to the Products and are in the possession of Seller on the Closing Date.

"Anusol ANDA" means the abbreviated new drug application requesting permission to place Anusol-HC® 2.5% (Hydrocortisone Cream, USP) on the market in accordance with section 505(j) of the FDCA (21 U.S.C. 355(j)) and 21 C.F.R. 314, Part 314 Subpart C, and all supplements thereto filed pursuant to the requirements of the FDA.

"Anusol Consent Agreement" means with respect to the Anusol Trademark License, that certain License Agreement and Consent Agreement dated as of June 30, 2004 by and among Warner-Lambert Company LLC, Parke, Davis & Company LLC, King Pharmaceuticals Inc., Parkedale Pharmaceuticals, Inc. and Salix Pharmaceuticals, Inc. and Salix Pharmaceuticals, Ltd.

"Anusol Trademark" means the registered trademark listed on Schedule 1.

"Assigned Partial License" has the meaning set forth in the Anusol Consent Agreement.

**"Assigned Trademarks"** means the registered trademarks listed on Schedule 2, including any goodwill associated therewith.

**"Closing Date"** means June 30, 2004.

**"Inventory"** means all rights of Seller in the finished goods inventory of the Products that are owned by Seller as of the Closing Date (a) that are packaged, tested, released and ready for sale to the ultimate consumer as of the Closing Date, (b) that have expiration dates of at least twelve (12) months after the Closing Date and (c) such Inventory that is listed on Schedule 3.

**"FDA"** means the Food and Drug Administration and any successor agency or entity that may be established hereafter.

**"Labeling"** means any and all written, printed, or graphic matter on or affixed to an existing Product or its Packaging Materials, or accompanying the existing Product.

**"Packaging Materials"** means any and all containers or wrappings in which an existing pharmaceutical product is enclosed for use in the delivery or display of the existing pharmaceutical product.

**"Product Labeling and Packaging Materials"** means all existing Labeling and Packaging Materials owned or developed by Seller, solely to the extent such Labeling and Packaging Materials pertain exclusively to the Products and are in the possession of Seller on the Closing Date, provided that "Product Labeling and Packaging Materials" shall not include any Packaging Materials that may be used or useful in the delivery or display of any pharmaceutical products other than the Products or that do not bear printed matter pertaining exclusively to the Products.

**"Products"** means Anusol-HC® 2.5% (Hydrocortisone Cream, USP); Anusol-HC® 25-mg Suppository (Hydrocortisone Acetate); Proctocort® Cream (Hydrocortisone Cream USP) 1%; and Proctocort® Suppositories (Hydrocortisone Acetate Rectal Suppositories, 30 mg). **"Product"** means any of the foregoing individually.

**"Transferred Documentation"** means the following filings and submissions by Seller with the FDA, in each case to the extent related solely and exclusively to the Products and in Seller's possession as of the Closing Date, all as listed on Schedule 3 hereto: (a) field alerts and other filings related to a product complaint, adverse event reports, medical inquiry filings, blank/sample batch records and analytical procedures, (b) the Anusol ANDA

and (c) other filings and submissions by Seller with the FDA during the three (3) year period prior to the Closing Date.



Schedule 1

**Anusol Trademark**

<b>Country</b>	<b>Mark</b>	<b>Application No./ Registration No.</b>	<b>Goods/Services</b>	<b>Current Owner/ Assignee</b>	<b>Security Interest</b>	<b>Status</b>
United States	ANUSOL-HC	811,621	Class 18: Hemorrhoidal suppositories	Warner-Lambert Company LLC	King Pharmaceuticals, Inc. and Credit Suisse First Boston signed on 12/22/98.  Parkedale Pharmaceuticals, Inc. and Credit Suisse First Boston signed on 12/22/98.	Renewed on 7/26/86

Schedule 2

**Assigned Trademarks**

<b>Country</b>	<b>Mark</b>	<b>Application No./ Registration No.</b>	<b>Goods/Services</b>	<b>Current Owner/ Assignee</b>	<b>Security Interest</b>	<b>Status</b>
United States	PROCTOCORT	2,132,640	Class 5: Topical preparation for treatment of inflammatory and pruritic demartose.	Monarch Pharmaceuticals, Inc.	King Pharmaceutical s, Inc. and Credit Suisse First Boston signed on 2/27/98.  Monarch Pharmaceutical s, Inc. and Credit Suisse First Boston signed on 12/22/98.	Registered on 1/27/98.
Dominican Republic	PROCTOCORT	113,905	Class 11: Chemical products for the industry, photography, etc., materials for staining drugs, pharmaceutical products, chemical or medicinal, especial or not, object for bandages, disinfectants and veterinary products	Monarch Pharmaceuticals, Inc.	King Pharmaceutical s, Inc. and Credit Suisse First Boston signed on 2/27/98.  Monarch Pharmaceutical s, Inc. and Credit Suisse First Boston signed on 12/22/98.	Registered 7/30/00.

Schedule 3

**Inventory**

<b>Material #</b>	<b>Product</b>	<b>NDC #</b>	<b>Inventory</b>	<b>Dating</b>	<b>Lot #</b>
4000056	Anusol 2.5% Cream	61570-313-11	1,035	3/1/2006	
4000054	Anusol 25 mg Suppositories 12's	61570-303-61	3,444	1/1/2006	
			9,216	1/1/2006	
			9,216	1/1/2006	
			4,608	1/1/2006	
4000055	Anusol 25 mg Suppositories 24's	61570-303-62	2,520	3/1/2006	
			2,025	3/1/2006	
			5,040	3/1/2006	
			1,872	3/1/2006	
			2,520	3/1/2006	
4000226	Proctocort Cream	61570-070-01	648	4/1/2006	
			9,998	4/1/2006	
4000011	Proctocort Suppositories 30 mg 12's	61570-025-12	3,363	2/1/2006	
			9,216	2/1/2006	
			9,216	2/1/2006	
			9,216	2/1/2006	
4000012	Proctocort Suppositories 30 mg 24's	61570-025-25	5,040	3/1/2006	
			5,040	3/1/2006	
			2,520	3/1/2006	
			2,398	3/1/2006	

**APPENDIX B**

**UCC Financing Statement Amendment**

**[see attached]**