

12-27-04

01-03-2005

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

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



RE

102902739

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

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

Credit Suisse First Boston

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

Citizenship (see guidelines) New York

Execution Date(s) November 22, 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)
2744696

Additional sheet(s) attached? Yes No

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

PREFEST

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

Name: Stanton J. Lovenworth, Esq.

Internal Address:

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York

State: NY Zip: 10019

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dbllp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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

12/23/04

Date

Stanton J. Lovenworth

Name of Person Signing

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

13

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

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TRADEMARK
REEL: 003099 FRAME: 0252

THIS PARTIAL RELEASE dated as of November 22 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 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 Collateral.

[Remainder of page intentionally left blank]

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TRADEMARK
REEL: 003099 FRAME: 0253

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 Agency

By 

Name: MARK E. GLEASON

Title: DIRECTOR

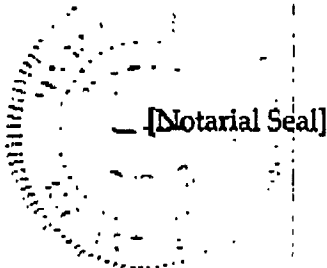
By 

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
NOVEMBER 1, 2004, by MARK GLEASON - DIRECTOR
and JOSHUA PARRISH - ASSOCIATE, duly authorized officers of Credit
Suisse First Boston, acting through its Cayman Islands Branch.



[Notarial Seal]

 MBull Notary Public

MARJORIE E. GULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
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. (the "Seller") in and to:

1. Assumed Contracts;
2. the Marketing Materials;
3. Books and Records;
4. Regulatory Approvals;
5. Dedicated Business Know-How;
6. Casper Rights;
7. Product Intellectual Property;
8. Licensed Business Know-How; and
9. Licensed Business Know-How Rights.

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

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. "Control" and, with correlative meanings, the terms "controlled by" and "under common control with," means the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, resolution, regulation or otherwise.

"Assumed Contract" means each contract set forth on Schedule 1 attached hereto.

"Books and Records" means all files, documents, instruments, papers, books and records set forth on Schedule 2 attached hereto.

"Casper Agreements" means (i) the Assignment by Robert F. Casper to Jencap Research, Ltd., dated February 10, 1987, (ii) the License Agreement between Robert F. Casper, Jencap Research, Ltd., dated May 1, 1987, (iii) the Agreement between Jencap Research, Ltd., Medicor Development Inc., Robert F. Casper and Ortho Pharmaceutical Corporation, dated December 1, 1994 (to the extent such agreement is still in effect) and (iv) the Letter of Acknowledgment by Robert F. Casper dated February 11, 1999.

"Casper Rights" means all of Seller's rights under the Casper Agreements in the Prefest Territory solely with respect to the Product, to the extent Seller obtained such rights pursuant to the Assignment of Rights and Obligations, entered into as of April 26, 2002, by and between Ortho-McNeil Pharmaceutical, Inc. and Seller.

"Dedicated Business Know How" has the meaning set forth in the Prefest Asset Purchase Agreement.

"Licensed Business Know-How" has the meaning set forth in the Prefest Asset Purchase Agreement.

"Licensed Business Know-How Rights" means the non-exclusive, non-transferable, royalty-free, perpetual right and license in the Prefest Territory, without the right to transfer or sublicense (other than to an Affiliate of the Buyer or to a contract manufacturer or to a subsequent buyer of all of the Buyer's rights, title and interest in the Product), to use the Licensed Business Know-How in the manufacture, marketing, use or sale of the Product in the Prefest Territory granted by Ortho to Seller pursuant to Section 2(c) of the Prefest Asset Purchase Agreement.

"Marketing Materials" means all advertising, promotional and training materials and literature owned by Seller and its Affiliates as set forth on Schedule 3 attached hereto.

"Ortho" has the meaning set forth in the Prefest Asset Purchase Agreement.

"Prefest Asset Purchase Agreement" means that certain Asset Purchase Agreement, dated as of April 26, 2004, between Ortho-McNeil Pharmaceutical, Inc., a Delaware corporation and the Seller.

"Prefest Territory" means the United States of America and its territories and possessions, including the District of Columbia and the Commonwealth of Puerto Rico.

"Product" means estradiol norgestimate .09 mg and 1.0 mg oral tablets marketed and sold under the trademark "Prefest."

"Product Intellectual Property" means (i) the Registered Intellectual Property, and (ii) the Product Trademarks.

"Product Trademarks" means the trademarks identified in Schedule 4 attached hereto, whether registered or unregistered, all registrations and applications for any of the foregoing, all extensions or renewals of any of the foregoing, and all of the goodwill connected with the use of and symbolized by the foregoing.

"Regulatory Approvals" means the Investigational New Drug Applications and New Drug Applications identified in Schedule 6 attached hereto, for the Product (including all additions, supplements, extensions and modifications thereto and the official regulatory files relating thereto).

"Registered Intellectual Property" means (i) the registrations of the Product Trademarks identified in Schedule 5 attached hereto, (ii) the patents identified in Schedule 5 attached hereto, and (iii) the internet domain names identified in Schedule 5 attached hereto.

"Seller" shall mean King Pharmaceuticals, Inc.

Schedule 1

Assumed Contracts

1. Supply Agreement, dated as of May 28, 2002, by and between Ortho-McNeil Pharmaceutical, Inc. and Seller.
2. Assignment of Rights and Obligations, entered into as of April 26, 2002, by and between Ortho-McNeil Pharmaceutical, Inc. and Seller and agreed to by Jencap Research, Ltd. and Robert F. Casper.
3. "Pharmaceutical Quality Agreement, dated May 28, 2002, by and between Seller and Ortho-McNeil Pharmaceuticals, Inc."

Schedule 2

Books and Records

Prefest

1. Analytical Specifications & Test Methods
2. Individual packaging components, labeling components & artwork
3. Master Packaging Record
4. Master and executed production records
5. Stability protocol for Prefest

Schedule 3

Marketing Materials

1. Prefest.com, Prefest.org and Prefesthrt.com website content.
2. What you need to know about the Women's Health Initiative Study. Putting early results into perspective (cd & booklet).
3. CMR Institute Focus on Women's Health (spiral bound book).
4. Passage to Success training binder.
5. Understanding Lipid Metabolism and Cardiovascular Disease Binder.
6. Ortho-McNeil University School of Women's Health Care -- Understanding Lipid Metabolism and Cardiovascular Disease Binder.
7. Prefest Mailer 1-1711-1.
8. Prefest Mailer File Card 1-1666-1.
9. Prefest Mailer Slim Jim 1-1665-1.
10. Menopause Patient Brochures 1-1898-1.
11. Prefest Patient Brochures holder 1-1664-1.
12. Names Issue of Medco Forum 1-1702-1.
13. Prefest Detail Aid 1-1807-3.
14. Prefest Detail Mailer W/SRC 1-2021-1.
15. Prefest Detail Mailer 1-2022-1.
16. Prefest Detail Gelfand Reprint 1-1971-2.
17. Prefest Detail "Lobo" Reprint 1-1680-1.
18. Prefest Detail Lobo Reprint Carrier 1-1671-2.
19. Prefest Detail "Henzl" Reprint 1-1684-1.
20. Prefest Detail Henzl Reprint Carrier 1-1678-2.
21. Prefest Detail File Card 1-2019-2.
22. Prefest Detail Detail Aid 1-1949-1.

23. Prefest Detail Prefest Letter 1-2020-1.
24. Prefest Detail Reproduction Poster 1-1812-1.
25. Prefest Detail Computer Calendar 1-1685-1.
26. Prefest Detail Post it Pad 1-1667-1.
27. Prefest Detail Clic Stic 1-1695-1.
28. Prefest Detail Wide Barrel Pen 1-1672-1.
29. Prefest Detail Wide Body Pen 1-1903-1.
30. Prefest Detail Tri-Stic Pen 1-1663-1.
31. Prefest Detail Coaster 1-1693-1.
32. Prefest Detail Pens 1-2131-1.
33. Prefest Detail Stethoscope 1-2075-1.
34. Prefest Detail Cd Case Calendar 1-2076-1.
35. Prefest Detail Candy 1-1694-2.

Schedule 4

Product Trademarks

1. Prefest®, U.S. Reg. No. 2,744,696

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Schedule 5

Registered Intellectual Property

Product Trademark Registrations

1. Prefest®, U.S. Reg. No. 2,744,696

Patents

1. U.S. Patent 6,747,019*
2. U.S. Application No. 10/806,613*

Internet Domain Names

1. prefest.com
2. prefest.org
3. prefesthrt.com

* Co-owned. See Schedules 6.12(a) and 6.12(b).

Schedule 6

Regulatory Approvals

1. NDA 21-040
2. IND 44,227

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