

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALPHARMA PHARMACEUTICALS, LLC		12/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Credit Suisse, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3473264	MAXIMIZE RELIEF. MINIMIZE ABUSE.
Registration Number:	3473263	PAINBALANCE
Serial Number:	77196833	ANCLOSIV
Serial Number:	77462327	DEACTICORE
Serial Number:	77331799	EMBEDA
Serial Number:	77196837	EMSENAL
Serial Number:	77205308	EMSENT
Serial Number:	77007329	FIGHTING MAD
Serial Number:	77390077	FLEX
Serial Number:	77311187	MAXIMIZE RELIEF. MINIMIZE EXPOSURE.
Serial Number:	77336776	OXSENAL
Serial Number:	77333124	PAINPOINT
Serial Number:	77333091	PAINPOINTS

OP \$340.00 3473264

CORRESPONDENCE DATA

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34029
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/30/2008

Total Attachments: 7  
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EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Alpharma Pharmaceuticals LLC, a Delaware limited liability company (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, King Pharmaceuticals, Inc. (the "**Borrower**"), the lenders and agents party thereto, and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to a Term Loan Credit Agreement dated as of December 29, 2008 (as amended from time to time, the "**Term Loan Credit Agreement**"); and

WHEREAS, the Borrower, the lenders and agents party thereto and Credit Suisse, as Administrative Agent and Collateral Agent, are parties to Amendment No. 1, dated as of December 5, 2008, to the Credit Agreement, dated as of April 19, 2007 (as so amended and as further amended from time to time, the "**Revolving Loan Credit Agreement**"); and together with the Term Loan Credit Agreement, the "**Credit Agreements**"; and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 29, 2008 (as amended and/or supplemented from time to time, the "**Collateral Agreement**") among the Borrower, the Grantors (as defined therein) party thereto and Credit Suisse, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), (ii) the Collateral Agreement Supplement dated as of December 29, 2008 among the Grantor, the other Grantors (as defined therein) party thereto and Grantee (the "**Collateral Agreement Supplement**") and (iii) certain other Security Documents referred to in the Collateral Agreement (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(NY) 08014/507/IP.SECURITY.AGREEMENT/trademark.security.agreement.Alpharma.Pharmaceuticals.LLC.doc

**TRADEMARK**  
**REEL: 003911 FRAME: 0754**

(i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

subject, in each case, to the terms of the proviso of Section 3(a) of the Collateral Agreement.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Collateral Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Collateral Agreement, the Collateral Agreement Supplement or either Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

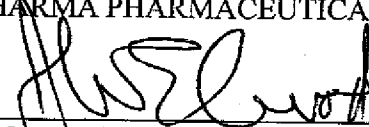
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement and the Collateral Agreement Supplement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement and the Collateral Agreement Supplement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December 2008.

ALPHARMA PHARMACEUTICALS LLC

By: \_\_\_\_\_

  
Name: James W. Elrod  
Title: Vice President, General Counsel  
and Assistant Secretary

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of December, 2008.

ALPHARMA PHARMACEUTICALS LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: JOHN D. TORONTO  
Title: DIRECTOR

By:   
Name: MIKHAIL FAYBUSOVICH  
Title: VICE PRESIDENT

**Schedule 1  
to Trademark  
Security Agreement**

**ALPHARMA PHARMACEUTICALS LLC**

**U.S. TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MAXIMIZE RELIEF, MINIMIZE ABUSE	3,473,264	July 22, 2008
PAINBALANCE	3,473,263	July 22, 2008

**U.S. TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>
ANCLOSIV	77196833	Jun 4, 2007
DEACTICORE	77462327	April 30, 2008
EMBEDA	77331799	Nov 16, 2007
EMSENAL	77196837	June 4, 2007
EMSENT	77205308	June 13, 2007
FIGHTING MAD	77007329	Sept 26, 2006
FLEX	77390077	Feb 6, 2008
MAXIMUM RELIEF, MINIMIZE EXPOSURE	77311187	Oct 23, 2007
OXSENAL	77336776	Nov 26, 2007
PAINPOINT	77333124	Nov 19, 2007
PAINPOINTS	77333091	Nov 19, 2007

**TRADEMARK LICENSES**

<b>Name of Agreement</b>	<b>Parties Licensor/Licensee</b>	<b>Date of Agreement</b>	<b>Subject Matter</b>
Exclusive license and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Flector Patch
Exclusive License and Distribution Agreement	IBSA (Institut Biochimique SA) / Alpharma Pharmaceuticals LLC	August 16, 2007	Tirosint

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