

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		03/31/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Sciele Pharma, Inc.
Street Address:	Five Concourse Parkway, Suite 1800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2850441	PRENATE
Registration Number:	2824586	FIRST HORIZON PHARMACEUTICAL
Registration Number:	0569968	FURADANTIN
Registration Number:	0824344	
Registration Number:	0838249	PONSTEL
Registration Number:	1252683	PRENATE 90
Registration Number:	1543222	COGNEX
Registration Number:	1942353	MESCOLOR
Registration Number:	1948938	PROTUSS
Registration Number:	1953175	ZOTO - HC
Registration Number:	2000679	HORIZON PHARMACEUTICAL
Registration Number:	2049133	TANAFED
Registration Number:	2069343	MICROIRON
Registration Number:	2099476	DEFEN

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Registration Number:	2114768	MICROIRON II
Registration Number:	2131143	PRENATE ULTRA
Registration Number:	1939088	SULAR
Registration Number:	2175325	SULAR
Registration Number:	2483455	PRENATE ADVANCE
Registration Number:	2729886	PRENATE GT
Registration Number:	2759840	TANAFED DM
Registration Number:	2872621	TANAFED DMX
Registration Number:	2885098	TANAFED DP
Registration Number:	2911749	ALTOPREV
Registration Number:	2929566	FORTAMET
Registration Number:	3091590	TRIGLIDE
Registration Number:	3101227	PRENATE ELITE
Registration Number:	3104484	OPTINATE
Serial Number:	76074227	PRENATE ADVANCE PASS PROGRAM
Serial Number:	76320182	TANAFED PSE
Serial Number:	76627314	DHA 250
Serial Number:	78625791	TRIGLIDE
Serial Number:	78673734	OSTIVA
Serial Number:	78875722	SCIELE PHARMA, INC.
Serial Number:	78875740	SCIELE
Serial Number:	78115596	FORMET
Serial Number:	78176032	ALTOSCOT
Serial Number:	78948281	PRENATE DHA

CORRESPONDENCE DATA

Fax Number: (858)458-3005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-458-3000
Email: ProsecutionDocketing@paulhastings.com
Correspondent Name: Michael J. Greene
Address Line 1: P.O. Box 919092
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ATTORNEY DOCKET NUMBER:	59656.00066
NAME OF SUBMITTER:	Michael J. Greene

Signature:	/Michael J. Greene/
Date:	04/06/2009
Total Attachments: 5 source=Release of Trademarks - Sciele Pharma (2)#page1.tif source=Release of Trademarks - Sciele Pharma (2)#page2.tif source=Release of Trademarks - Sciele Pharma (2)#page3.tif source=Release of Trademarks - Sciele Pharma (2)#page4.tif source=Release of Trademarks - Sciele Pharma (2)#page5.tif	

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 31, 2009 by UBS AG, Stamford Branch, as Collateral Agent ("Grantee").

WHEREAS, Grantee and Sciele Pharma, Inc., a Delaware corporation ("Grantor"), entered into that certain Trademark Security Agreement, dated as of September 18, 2006 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Grantee a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Grantee (the "Secured Obligations");

WHEREAS, Grantee recorded the Trademark Security Agreement on September 25, 2006 at Reel 003400, Frame 0351 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Secured Obligations and has requested that Grantee release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

Without representation, warranty or liability, Grantee hereby fully releases and terminates its security interests in and liens on the Pledged Collateral (as defined in the Trademark Security Agreement), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Grantee further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release of Trademarks to be duly executed as of the day and year first above written.

UBS AG, STAMFORD BRANCH, as Collateral Agent, as Grantee

By: Mary E. Evans Marie A. Haddad
Name: _____
Title: _____

Mary E. Evans
Associate Director
Banking Products
Services, US

Marie A. Haddad
Associate Director
Banking Products
Services, US

Schedule I to Release of Trademarks

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Sciele Pharma, Inc.	2,850,441	PRENATE
Sciele Pharma, Inc.	2,824,586	FIRST HORIZON PHARMACEUTICAL
Sciele Pharma, Inc.	569,968	FURADANTIN
First Horizon Pharmaceutical Corporation	824,344	DESIGN MARK (CAPSULE)
Sciele Pharma, Inc.	838,249	PONSTEL
First Horizon Pharmaceutical Corporation	1,252,683	PRENATE 90
Sciele Pharma, Inc.	1,543,222	COGNEX
Sciele Pharma, Inc.	1,939,088	ZENECA LIMITED
Sciele Pharma, Inc.	1,942,353	MESCOLOR
Sciele Pharma, Inc.	1,948,938	PROTUSS
Sciele Pharma, Inc.	1,953,175	ZOTO – HC
First Horizon Pharmaceutical Corporation	2,000,679	HORIZON PHARMACEUTICAL
Sciele Pharma, Inc.	2,049,133	TANAFED
First Horizon Pharmaceutical Corporation	2,069,343	MICROIRON
Sciele Pharma, Inc.	2,099,476	DEFEN
First Horizon Pharmaceutical Corporation	2,114,768	MICROIRON II
First Horizon Pharmaceutical Corporation	2,131,143	PRENATE ULTRA
Sciele Pharma, Inc.	1,939,088	SULAR (RENEWED)
Sciele Pharma, Inc.	2,175,325	SULAR
Sciele Pharma, Inc.	2,483,455	PRENATE ADVANCE
Sciele Pharma, Inc.	2,729,886	PRENATE GT
Sciele Pharma, Inc.	2,759,840	TANAFED DM
Sciele Pharma, Inc.	2,872,621	TANAFED DMX
Sciele Pharma, Inc.	2,885,098	TANAFED DP
Sciele Pharma, Inc.	2,911,749	ALTOPREV
Sciele Pharma, Inc.	2,929,566	FORTAMET

OWNER	REGISTRATION NUMBER	TRADEMARK
Sciele Pharma, Inc.	3,091,590	TRIGLIDE
Sciele Pharma, Inc.	3,101,227	PRENATE ELITE
Sciele Pharma, Inc.	3,104,484	OPTINATE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
First Horizon Pharmaceutical Corporation	76/074,227	PRENATE ADVANCE PASS PROGRAM
First Horizon Pharmaceutical Corporation	76/320,182	TANAFED PSE
Sciele Pharma, Inc.	76/627,314	DHA 250
Sciele Pharma, Inc.	78/625,791	TRIGLIDE
Sciele Pharma, Inc.	78/673,734	OSTIVA
Sciele Pharma, Inc.	78/875,722	SCIELE PHARMA, INC.
Sciele Pharma, Inc.	78/875,740	SCIELE
First Horizon Pharmaceutical Corporation	78/115,596	FORMET
First Horizon Pharmaceutical Corporation	78/176,032	ALTOSCOT
Sciele Pharma, Inc.	78/948,281	PRENATE DHA