

09-29-1998

Form PTO-1594

(Rev 6-93)



HEET

U.S. Department of Commerce

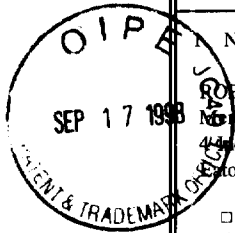
Y

Patent and Trademark Office

To the Honorable Commis

100840560

attached original documents or copy thereof.



1. Name of conveying party(ies):

ROBERTS PHARMACEUTICAL CORPORATION
Meridian Center II
4 Industrial Way West
Montonown, NJ 07724

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporations-State (New Jersey)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement **27**
- Change of Name
- Other

Execution Date: June 24, 1998

2. Name and address of receiving party(ies):

Name: FIRST UNION NATIONAL BANK, as
Administrative Agent

Internal Address: _____

Street Address: 550 Broad Street

City: Newark State: NJ ZIP: 07102

Country: _____

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Bank

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 No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

2,160,991 670,133 1,335,065 654,710
1,476,517 709,664 1,186,361 1,940,047

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$215.00

Enclosed (Check No. 16071)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

09/28/1998 TON11 00000211 2160991

01 FC:481
02 FC:482

40.00 OP
175.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

September 17, 1998
Date

Total number of pages comprising cover sheet and document attachments: 8

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 24, 1998, is made between ROBERTS PHARMACEUTICAL CORPORATION, a New Jersey corporation (the "Grantor"), and FIRST UNION NATIONAL BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders") and the Agents named therein and Summit Bank, as Documentation Agent, the Lenders have extended Commitments to make Loans to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Security Agreement, dated as of June 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as

a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or (ii) the termination of all Commitments and the payment in full of all Secured Obligations (other than the Obligations which survive such payment as set forth in Section 10.5 of the Credit Agreement), the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 7.2.9 of the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

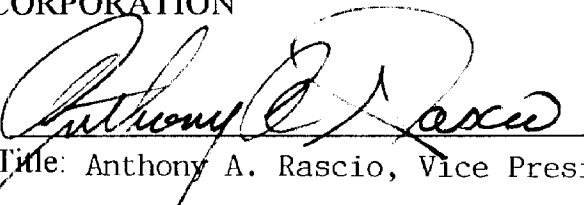
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROBERTS PHARMACEUTICAL
CORPORATION

By: 
Title: Anthony A. Rascio, Vice President

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROBERTS PHARMACEUTICAL
CORPORATION

By: _____
Title:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: Stuart H. McAulay
Title: Vice President

ATTACHMENT 1
to
Trademark Security
Agreement

Item A. Trademarks

Registered Trademarks

<u>Trademark/ Product</u>	<u>Country</u>	<u>App. Date/ App. No.</u>	<u>Reg. Date/ Reg. No.</u>
AGRYLIN	U.S.A.	11/7/96 75/195604	5/26/98 2,160,991
AMATINE	U.S.A.	6/30/87 669421	2/16/88 1,476,517
COLACE	U.S.A.	1/30/56 72/001649	11/25/58 670,133
ETHMOZINE	U.S.A.	9/5/94 498001	5/14/85 1,335,065
PERI-COLACE	U.S.A.	2/8/57 24058	11/19/57 654,710
PRO-AMATINE	U.S.A.	1/20/95 74/623402	12/5/95 1,940,047
SALUTENSIN	U.S.A.	3/16/60 92956	12/20/60 709,664
SALUTENSIN-DEMI	U.S.A.	5/2/80 260537	1/19/82 1,186,361
AGRELIN	U.K.	10/13/92 1515631	10/13/92 1515631
MIDON	U.K.	1/4/90 1409784	1/4/90 1409784
MEPTID	U.K.	7/10/82 1178375	7/10/82 1178375
ETHMOZINE	U.K.	9/5/84 1225887	9/5/84 1225887

<u>Trademark/ Product</u>	<u>Country</u>	<u>App. Date/ App. No.</u>	<u>Reg. Date/ Reg. No.</u>
AGRELIN	CANADA	28JE1990 661052	916191 388757
AMATINE	CANADA	7/18/87 586383	5/1/92 397677
COLACE	CANADA	2/7/56 234294	10/19/56 104766
ETHMOZINE	CANADA	2/2/95 536188	10/31/86 TMA320219
PERI-COLACE	CANADA	2/15/57 239505	8/23/57 107790
SALUTENSIN	CANADA	6/29/60 257775	3/3/61 121409

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.