

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JHP Pharmaceuticals, LLC		06/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3670912	JHP PHARMACEUTICALS	
Serial Number:	77977347	JHP PHARMACEUTICALS	
Registration Number:	3539636	JHP PHARMACEUTICALS PARTNERS FOR HEALTHCARE EXCELLENCE	
Registration Number:	3825570	JHP PHARMACEUTICALS	
Registration Number:	1915772	TRIOSTAT	
Registration Number:	1277831	DANTRIUM	
Registration Number:	0937430	DANTRIUM	
Registration Number:	0925391	APLISOL	
Registration Number:	0840783	KETALAR	
Registration Number:	0699294	COLY-MYCIN	
Registration Number:	0695950	BREVITAL	
Registration Number:	0619356	DELESTROGEN	
Registration Number:	0254507	PITRESSIN	

OP \$390.00 3670912

Registration Number:	0254956	PITOCIN
Registration Number:	0053934	ADRENALIN

CORRESPONDENCE DATA

Fax Number: (404)572-5135
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-015023
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/04/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

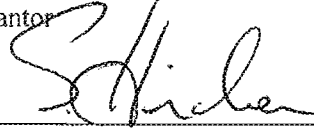
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JHP Pharmaceuticals, LLC
as Grantor

By: _____


Name: Stuart Hinch

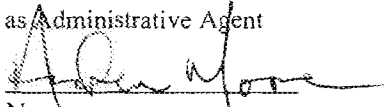
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004574 FRAME: 0932

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 

Name: Andrew D Moore
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004574 FRAME: 0933

Acknowledgment of Grantor

STATE OF New Jersey
COUNTY OF Bergen ss.

On this 29 day of June, 2011 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Christine Yawornicki
Notary Public

CHRISTINE YAWORNICKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 20, 2014

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
JHP Pharmaceuticals	JHP Pharmaceuticals, LLC	3670912	08/18/2009
JHP Pharmaceuticals	JHP Pharmaceuticals, LLC	77-977347	11/29/2007
JHP Pharmaceuticals Partners for Healthcare Excellence	JHP Pharmaceuticals, LLC	3539636	12/02/2008
JHP Pharmaceuticals	JHP Pharmaceuticals, LLC	3825570	07/27/2010
Triostat	JHP Pharmaceuticals, LLC	1915772	08/29/1995
Dantrium	JHP Pharmaceuticals, LLC	1277831	05/15/1984
Dantrium	JHP Pharmaceuticals, LLC	0937430	07/11/1972
Aplisol	JHP Pharmaceuticals, LLC	0925391	12/14/1971
Ketalar	JHP Pharmaceuticals, LLC	0840783	12/19/1967
Coly-Mycin	JHP Pharmaceuticals, LLC	0699294	06/14/1960
Brevital	JHP Pharmaceuticals, LLC	0695950	04/12/1960
Delestrogen	JHP Pharmaceuticals, LLC	0619356	01/17/1956
Pitressin	JHP Pharmaceuticals, LLC	0254507	03/26/1929
Pitocin	JHP Pharmaceuticals, LLC	0254956	04/02/1929
Adrenalin	JHP Pharmaceuticals, LLC	0053934	06/12/1906