

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		02/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3539636	JHP PHARMACEUTICALS PARTNERS FOR HEALTHCARE EXCELLENCE
Registration Number:	0053934	ADRENALIN
Registration Number:	0925391	APLISOL
Registration Number:	0695950	BREVITAL
Registration Number:	0699294	COLY-MYCIN
Registration Number:	0937430	DANTRIUM
Registration Number:	1277831	DANTRIUM
Registration Number:	0619356	DELESTROGEN
Registration Number:	3825570	JHP PHARMACEUTICALS
Serial Number:	85479160	JHP PHARMACEUTICALS
Registration Number:	3670912	JHP PHARMACEUTICALS
Registration Number:	0840783	KETALAR

CH \$390.00 3539636

Registration Number:	0254956	PITOCIN
Registration Number:	0254507	PITRESSIN
Registration Number:	1915772	TRIOSTAT

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Proskauer Rose LLP

Address Line 1: 11 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	70097-002
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	02/21/2013

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of February 19, 2013 (this "Agreement"), between JHP Pharmaceuticals, LLC (the "Grantor") and General Electric Capital Corporation, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of February 19, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among JHP Group Holdings, Inc., a Delaware corporation ("Holdings"), JHP Acquisition, LLC, a Delaware limited liability company, JHP Pharmaceuticals, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JHP PHARMACEUTICALS, LLC, as Grantor

By: Ernie Toth
Name: Ernie Toth
Title: Chief Financial Officer and Secretary

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent,

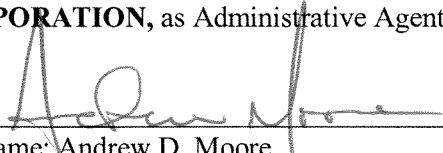
By: _____
Name:
Title: Its Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JHP PHARMACEUTICALS, LLC, as Grantor

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent,

By:  _____
Name: Andrew D. Moore
Title: Its Duly Authorized Signatory

Schedule I

Mark	Owner	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
JHP PHARMACEUTICALS PARNTERS FOR HEALTHCARE EXCELLENCE (DESIGN)	JHP Pharmaceuticals, LLC	US Federal	3539636	12/2/2008	Registered
ADRENALIN	JHP Pharmaceuticals, LLC	US Federal	53934	6/12/1906	Registered
APLISOL	JHP Pharmaceuticals, LLC	US Federal	925391	12/14/1971	Registered
BREVITAL	JHP Pharmaceuticals, LLC	US Federal	695950	4/12/1960	Registered
COLY-MYCIN	JHP Pharmaceuticals, LLC	US Federal	699294	6/14/1960	Registered
DANTRIUM	JHP Pharmaceuticals, LLC	US Federal	937430	7/11/1972	Registered
DANTRIUM	JHP Pharmaceuticals, LLC	US Federal	1277831	5/15/1984	Registered
DELESTROGEN	JHP Pharmaceuticals, LLC	US Federal	619356	1/17/1956	Registered
JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC	US Federal	3825570	7/27/2010	Registered
JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC	US Federal	85/479160	(11/22/2011)	Pending
JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC	US Federal	3670912	8/18/2009	Registered
KETALAR	JHP Pharmaceuticals, LLC	US Federal	840783	12/19/1967	Registered
PITOCIN	JHP Pharmaceuticals, LLC	US Federal	254956	4/2/1929	Registered
PITRESSIN	JHP Pharmaceuticals, LLC	US Federal	254507	3/26/1929	Registered
TRIOSTAT	JHP Pharmaceuticals, LLC	US Federal	1915772	8/29/1995	Registered