

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
JHP Pharmaceuticals, LLC		02/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 N Tryon Street NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	53934	ADRENALIN
Registration Number:	925391	APLISOL
Registration Number:	695950	BREVITAL
Registration Number:	699294	COLY-MYCIN
Registration Number:	937430	DANTRIUM
Registration Number:	1277831	DANTRIUM
Registration Number:	619356	DELESTROGEN
Registration Number:	3825570	JHP PHARMACEUTICALS
Registration Number:	3670912	JHP PHARMACEUTICALS
Registration Number:	3539636	JHP PHARMACEUTICALS PARTNERS FOR HEALTHC
Registration Number:	840783	KETALAR
Registration Number:	254956	PITOCIN
Registration Number:	254507	PITRESSIN
Registration Number:	1915772	TRIOSTAT

TRADEMARK

Serial Number:	85892501	DANTRIUM
Serial Number:	85479160	JHP PHARMACEUTICALS
Serial Number:	86182802	PAR

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, legal assistant
Signature:	/Marina Kelly, Thomson Reuters/
Date:	02/26/2014

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JHP Pharmaceuticals, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 20, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: 100 N Tyron Street
NC1-007-17-15

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: _____

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

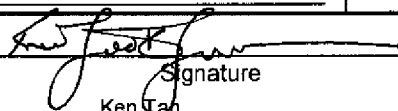
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

02/24/2014

Date

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

PAR Pharmaceuticals Companies, Inc., a Delaware Corporation
Citizenship – USA - DE
300 Tice Boulevard
Woodcliff Lake, NJ 07677

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated February 20, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of September 28, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among Sky Growth Acquisition Corporation, Par Pharmaceutical Companies, Inc., Par Pharmaceutical, Inc., Sky Growth Intermediate Holdings II Corporation, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain one or more Secured Cash Management Agreements, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or such Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Secured Cash Management Agreements, each Grantor has executed and delivered that certain Security Agreement dated September 28, 2012, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

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

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto and all Proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the “*Trademarks*”).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

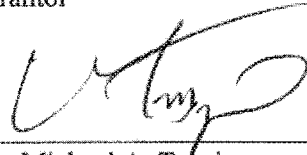
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

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JHP PHARMACEUTICALS, LLC
PAR PHARMACEUTICAL COMPANIES, INC.,
each as a Grantor

By: _____

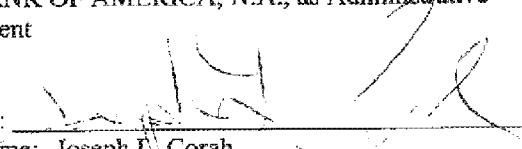


Name: Michael A. Tropiano
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005224 FRAME: 0276


BANK OF AMERICA, N.A., as Administrative
Agent

By: 
Name: Joseph D. Corah
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005224 FRAME: 0277

SCHEDULE A

Registration No.	Trademark	Owner
53,934	ADRENALIN	JHP Pharmaceuticals, LLC
925,391	APLISOL	JHP Pharmaceuticals, LLC
695,950	BREVITAL	JHP Pharmaceuticals, LLC
699,294	COLY-MYCIN	JHP Pharmaceuticals, LLC
937,430	DANTRIUM	JHP Pharmaceuticals, LLC
1,277,831	DANTRIUM	JHP Pharmaceuticals, LLC
4,432,295	DANTRIUM	JHP Pharmaceuticals, LLC
619,356	DELESTROGEN	JHP Pharmaceuticals, LLC
3,825,570	JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC
4,471,366	JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC
3,670,912	JHP PHARMACEUTICALS	JHP Pharmaceuticals, LLC
3,539,636		JHP Pharmaceuticals, LLC
840,783	KETALAR	JHP Pharmaceuticals, LLC
254,956	PITOCIN	JHP Pharmaceuticals, LLC
254,507	PITRESSIN	JHP Pharmaceuticals, LLC
1,915,772	TRIOSTAT	JHP Pharmaceuticals, LLC
86182802	PAR	Par Pharmaceutical, Inc.