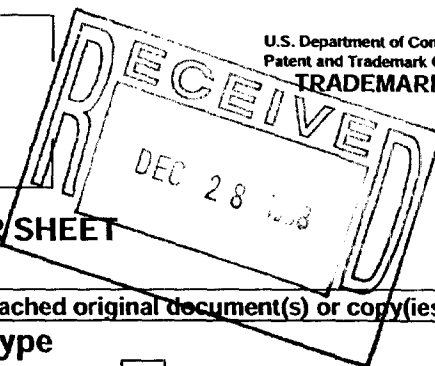


12-30-1998



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COVER SHEET
BY



TO: The Commissioner of Patents and Trademarks.

attached original document(s) or copy(ies).

Submission Type

New 12-29-98

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/30/1998 TTON11 00000016 732654

01 FO:481 40.00 OP
02 FO:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1833 FRAME: 0050

Domestic Representative Name and Address

Enter for the first Receiving Party only.

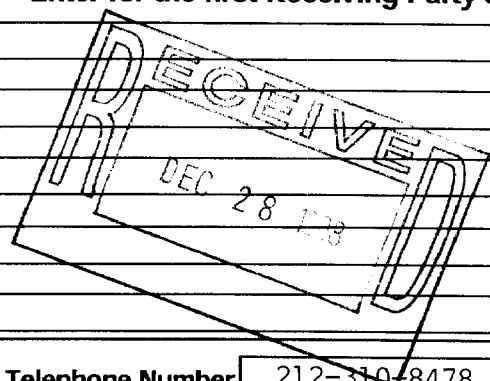
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

212-310-8478

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0732654"/>	<input type="text" value="0773095"/>	<input type="text" value="1421681"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Leslie M. Spencer
Name of Person Signing

Signature

December 23, 1988
Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 15, 1998, between FARO Pharmaceuticals, Inc., a Texas corporation (the "Grantor"), and Counsel Corporation, an Ontario corporation (the "Lender");

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement dated December 15, 1998 (the "Asset Purchase Agreement") made among Glaxo Wellcome Inc., Glaxo Group Limited and the Grantor, the Grantor is to purchase certain assets from Glaxo Wellcome Inc. and Glaxo Group Limited;

AND WHEREAS, the Lender has agreed to lend to the Grantor an amount of \$105,000,000 in order to provide funds to the Grantor to carry out its obligations under the Asset Purchase Agreement;

AND WHEREAS, the Grantor has executed and delivered in favor of the Lender a promissory note dated December 15, 1998 for a principal amount of \$65,000,000 and a promissory note dated December 15, 1998 for a principal amount of \$40,000,000 (collectively, the "Notes");

AND WHEREAS, the Grantor has agreed to secure its obligations to the Lender under the Notes by executing and delivering to the Lender a security agreement, dated as of the date hereof (together with all amendments and other modifications if any, from time to time thereafter made thereto, the "Security Agreement");

AND WHEREAS, the Grantor is required to execute and deliver this Agreement and grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all 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, the Grantor agrees, for the benefit of the Lender, 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 in the Security Agreement.

Section 2 Grant of Security Interest. For good and valuable consideration, the receipt and

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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 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 Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Lender, for its benefit, and grant to the Lender, for its benefit, a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, 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 including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any 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) 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 recording the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest

granted to the Lender, for its benefit, under the Security Agreement. The Security Agreement (and all rights of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

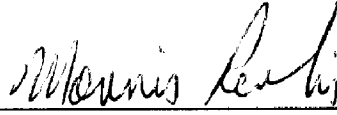
Section 4 Release of Security Interest. Upon payment in full of all Obligations and the termination of the Security Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender 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. This Agreement is executed pursuant to the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

Section 6 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.

FARO PHARMACEUTICALS, INC.



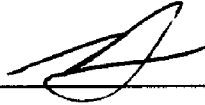
Name:

Title: *Vice Chairman*

Name:

Title:

COUNSEL CORPORATION



Name:

Title:

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Patent No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.	IMURAN	732,654	June 12, 1962	
U.S.	IMURAN Design	1,421,681	December 23, 1986	
U.S.	ZYLOPRIM	773,095	July 14, 1964	

Pending Trademark Applications

<u>*Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
N/A				

Trademark Applications in Preparation

<u>*Country</u>	<u>Expected Docket No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
N/A				

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Matter</u>
Worldwide	Dr. Richard H. Mann	FARO	9/17/96	12/31/01	CAPSIN