

05-02-2000

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 OPRA FINANCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereon

1. Name of conveying party(ies):

Integrity Pharmaceutical Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation Indiana
☐ Other _____

Additional name(s) of conveying party(ies) attached?

- ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 3/30/00 Effective: 3/30/00

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

First Indiana Bank

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation _____
☒ Other federal savings bank

Internal Address: _____

Street Address: 135 N. Pennsylvania Street, 1900 First Indiana PlazaCity: Indianapolis State: Indiana ZIP: 46204Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) 75/577,892
75/710,863
75/710,864
75/710,865
75/897,260

B. Trademark Registration No.(s)

0,601,943
0,932,809
2,307,762

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey B. Huter

Internal Address: Bose McKinney & Evans

Street Address: 135 North Pennsylvania Street
Suite 2700
Indianapolis, Indiana 46204

Telephone: (317) 684-5000

6. Total number of applications and trademarks involved: 8

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 02-3223. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.
 (Attach duplicate copy of this page if paying by deposit account)

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.

Jeffrey B. Huter

Name of Person Signing

4/3/2000
 Date

05/04/2000 DNGUYEN 00000186 75577892

Total number of pages including cover sheet, attachments, and document: 5

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 02 02:482

 40.00 OP
 175.00 OP

TRADEMARK
 REEL: 002063 FRAME: 0936

SCHEDULE 3

TRADEMARKS REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
STUART PRENATAL*	0,601,943	US	February 8, 1955
STUARTNATAL*	0,932,809	US	April 25, 1972
URIMAX	2,307,762	US	January 11, 2000

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>	<u>Filing Date</u>
<u>SUREPRIN</u>	<u>75-577892</u>	<u>US</u>	<u>October 26, 1998</u>
<u>INTEGRITY PHARMACEUTICAL</u>	<u>75-710863</u>	<u>US</u>	<u>May 20, 1999</u>
<u>INTEGRITY PHARMACEUTICAL</u>	<u>75-710864</u>	<u>US</u>	<u>May 20, 1999</u>
<u>INTEGRITY</u>	<u>75-710865</u>	<u>US</u>	<u>May 20, 1999</u>
<u>COLO-FRESH</u>	<u>75-897260</u>	<u>US</u>	<u>January 18, 2000</u>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated April 3, 2000 is made by INTEGRITY PHARMACEUTICAL CORPORATION, an Indiana corporation having its chief executive offices at 9084 Technology Drive, Suite 600, Fishers, Indiana 46038 ("Borrower"), in favor of FIRST INDIANA BANK, a federal savings bank having its principal office at 1900 First Indiana Plaza, 135 N. Pennsylvania Street, Indianapolis, Indiana 46204 ("Bank");

WITNESSETH:

WHEREAS, pursuant to a certain Term Loan Agreement executed between Borrower and Bank of even date (the "Loan Agreement"), Bank has agreed to make certain loans and to provide other financial accommodations to Borrower; and

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered to Bank a certain Security Agreement of even date (as the same may be hereafter amended or modified, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of loans under the Loan Agreement, Borrower is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Bank to make loans and to provide other financial accommodations pursuant to the Loan Agreement, Borrower hereby grants to Bank a continuing security interest in the trademarks and trademark applications listed on Schedule 3 hereto ("Trademark Collateral") to secure payment, performance and observance of the Obligations; and Borrower further agrees as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the Security Agreement or, by reference in the Security Agreement, in the Loan Agreement.

2. Purpose. This Trademark Security Agreement has been executed and delivered by Borrower to Bank for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.


3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under the Security Agreement. The Security Agreement and all rights and remedies of Bank thereunder shall remain in full force and effect in accordance with its terms. This Trademark Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the Security Agreement to the same extent and effect as if fully set forth herein; and the Security

Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Trademark Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the Security Agreement and this Trademark Security Agreement, this Trademark Security Agreement shall control.

4. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.


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

INTEGRITY PHARMACEUTICAL CORPORATION,
an Indiana corporation

By: 
Keith D. Gates, President

ACCEPTED:

FIRST INDIANA BANK,
a federal savings bank

By: 
James Woodward, Vice President

STATE OF INDIANA)
) SS:
MARION COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Keith D. Gates, known to me to be the President of Integrity Pharmaceutical Corporation, and acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of said corporation.

Witness my hand and Notarial Seal, this 30 day of March, 2000.

Chassidy Rogers
Notary Public - Signature

Chassidy Rogers
Notary Public - Printed

My Commission Expires:

April 20, 2007

My County of Residence:

Marion

STATE OF INDIANA)
) SS:
MARION COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared James Woodward, known to me to be the Vice President of FIRST INDIANA BANK, and acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of said bank.

Witness my hand and Notarial Seal, this 30 day of March, 2000.

Chassidy Rogers
Notary Public - Signature

Chassidy Rogers
Notary Public - Printed

My Commission Expires:

April 20, 2007

My County of Residence:

Marion