

08-27-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

Ovation Pharmaceuticals, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Illinois Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other national banking association

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 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 16, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,598,120; 1,583,299; 1,521,495; 687,128

Additional number(s) attached Yes No

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

Name: Diana Y. Tsai, Esq.

Internal Address:

Schwartz, Cooper, Greenberger &

Krauss

Street Address: 180 North LaSalle Street

Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Diana Y. Tsai Name of Person Signing

Diana Y. Tsai Signature

8/23/02 Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/27/2002 GT0N11 00000058 1598120

01 FC:481 02 FC:482

40.00 DP 75.00 DP

TRADEMARK REEL: 002570 FRAME: 0212

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Agreement") dated as of August 16, 2002, is between OVATION PHARMACEUTICALS, INC., an Illinois corporation ("Grantor"), with its principal place of business at 1 Overlook Point, Suite 110, Lincolnshire, Illinois 60069, and LASALLE BANK NATIONAL ASSOCIATION, a national banking association in its capacity as agent (in such capacity, the "Grantee") for the Lenders (as defined herein).

W I T N E S S E T H:

WHEREAS, Grantor owns the Trademark Collateral (as hereinafter defined) listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of August 16, 2002, 2002 (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") with various financial institutions (each such financial institution a "Lender", and collectively, the "Lenders") and Grantee, providing for extensions of credit to be made to Grantor by the Lenders; terms defined in the Credit Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and the Collateral Documents, Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined herein), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- 1) each trademark, trade name, trade style, service mark, logo, emblem, print and label, all elements of package or trade dress of goods, and all General Intangibles (as such term is defined in that certain Security Agreement between Grantor and Grantee dated as of August 16, 2002) of like nature, together with the goodwill of Grantor's business connected with the use thereof and symbolized thereby, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout

the world, whether now owned or hereafter acquired by Grantor, together with all extensions, renewals and corrections thereof and all licenses thereof or pertaining thereto, including without limitation, the Trademark Collateral listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;

- 2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto (exclusive of the license granted under the Trademark Agreement dated August 16, 2002 between Grantor and Sanofi-Synthelabo); and
- 3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any of the Trademark Collateral including, without limitation, the Trademark Collateral referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any of the Trademark Collateral, including, without limitation, the Trademark Collateral referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interest granted to Grantee, for the benefit of the Lenders, pursuant to the Credit Agreement and the Collateral Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee, for the benefit of the Lenders, with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first above written.

OVATION PHARMACEUTICALS, INC.,
an Illinois corporation

By: *Affs Aron*
Name: *Affs Aron*
Title: *President*

Acknowledged:

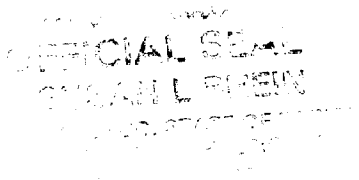
LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: *JLR*
Name: *JAMES L ROLFE*
Title: *FIRST VICE PRESIDENT*

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

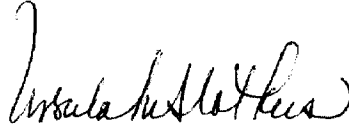
On this 16th day of August, 2002, before me personally appeared Jeffrey S. Aronin to me known, who, being duly sworn, did depose and say that he is the President of Ovation Pharmaceuticals, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Susan L. Rhein
Notary Public

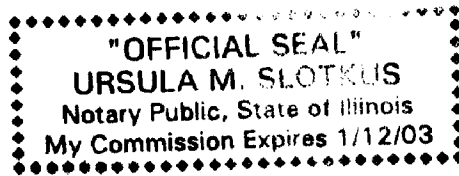


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of August, 2002, before me personally appeared JAMES L ROYCE to me known, who, being duly sworn, did depose and say that he is a Vice ^{First} President of LaSalle Bank National Association, a national banking association, which executed the above instrument; and that he signed his name thereto by authority of said banking association.



Notary Public



Schedule 1 to Trademark Security Agreement

TRADEMARK COLLATERAL

United States Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Issue</u>
T-Tab	1,598,120	
T & Design	1,583,299	
Desoxyn	1,521,495	1/24/1989
Desoxyn Gradumet	687,128	10/27/1959

State Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Issue</u>
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Unregistered Marks

Pending Applications

Licenses