

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 20, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and TARGETRX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. Bank and Grantor are parties to that certain Intellectual Property Security Agreement dated as of April 12, 2001, as amended (the "Original IP Agreement"). This Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any rights of Grantor as a licensee to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Intellectual Property Collateral; and provided further that the provisions of this paragraph shall in no case exclude from the definition of "Intellectual Property Collateral" any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment, all of which shall at all times constitute "Intellectual Property Collateral".

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative

and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants as of the date hereof that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TARGETRX, INC.

Address of Grantor:

220 Gibraltar Road, 2nd Floor
Horsham, PA 19044

Attn: Chief Financial Officer

By: _____

Title: _____

Michael J. Luly
PRESIDENT & CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: _____

Title: _____

Jed A. Mitchell
VP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

Gray Cary\PA\10270480.3
1090371-900000

TRADEMARK
REEL: 002646 FRAME: 0920

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\PA\10270480.3
1090371-900000

TRADEMARK
REEL: 002646 FRAME: 0921

EXHIBIT C

Trademarks

<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
TARGETRX	Brazil	823102980	8/24/00
TARGETRX	Canada	1069647	8/2/00

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TARGETRX	Australia	844764	9/10/01
TARGETRX	European Community	1786672	1/18/02
TARGETRX	Japan	4602867	9/13/02
TARGETRX	Switzerland	483538	5/8/01
TARGETRX	United States	2615771	9/3/02
TARGETRX and design	United States	2575775	6/4/02