

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Amendment to Amended and Restated Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Insight Pharmaceuticals Corporation		04/28/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt SSeven
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number
Registration Number:	0418790
Registration Number:	0940857
Registration Number:	0123606
Registration Number:	1331611

CORRESPONDENCE DATA

Fax Number: (617)523-6850

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617 305 2140

Email: gtuttle@hklaw.com

Correspondent Name: George W. Tuttle

Address Line 1: 10 St. James Avenue

Address Line 2: Holland & Knight LLP

Address Line 4: Boston, MASSACHUSETTS 02116

TRADEMARK

900000269

REEL: 002649 FRAME: 0852

CH \$115.00 76020990

ATTORNEY DOCKET NUMBER:

700779-6

NAME OF SUBMITTER:

George W. Tuttle

Total Attachments: 10

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SECOND AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of April 28, 2003, between INSIGHT PHARMACEUTICALS CORPORATION, a Delaware corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), as agent (in such capacity, "Agent") for lenders ("Lenders") from time to time signatory to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor, Pharmaceuticals Holdings, Inc., a Delaware corporation ("Holdings"), and GE Capital, as Agent and Lender, are parties to an Amended and Restated Credit Agreement dated as of December 23, 2002 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, Grantor and Agent are parties to an Amended and Restated Trademark Security Agreement dated as of December 23, 2002 (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement") pursuant to which Grantor, to secure the Obligations (as defined in the Credit Agreement), granted to the Agent for its benefit and the benefit of the Lenders a security interest in, among other things, all trademarks owned by Grantor;

WHEREAS, Grantor has requested the funding of Term Loan D (as such term is defined in the Credit Agreement) under the Credit Agreement; and

WHEREAS, in connection with the funding of Term Loan D, the parties have agreed to amend the Trademark Security Agreement pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Trademark Security Agreement.

2. Amendments to the Trademark Security Agreement. The Trademark Security Agreement is amended by adding to (a) Schedule I thereto the additional trademarks and domain names listed on Exhibit 1 attached hereto, and (b) Schedule II thereto the Licenses listed on Exhibit 2 attached hereto.

3. Acknowledgment and Security Interest Grant. For avoidance of any doubt, (a) Grantor acknowledges and agrees that "Trademark Collateral" includes the trademarks, domain names and Licenses listed on Exhibits 1 and 2 attached hereto, respectively, (b) to secure the Secured Obligations (including the obligations and liabilities under and/or related to Term Loan D), Grantor hereby assigns and pledges to Agent for its benefit and the benefit of the Lenders, and hereby grants to Agent for its benefit and the benefit of Lenders, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, and (c) pursuant to the Trademark Security Agreement, as amended hereby, and a related initial financing statement filed with the Secretary of State of Delaware, Agent for its benefit and the benefit of Lenders, has a perfected first priority enforceable security interest in the Trademark Collateral, which security interest secures the Secured Obligations.

4. Counterparts. This Amendment may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Amendment may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

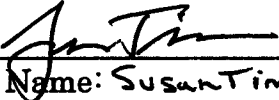
[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT PHARMACEUTICALS
CORPORATION**

By: _____
Name:
Title:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By:  _____
Name: Susan Timmerman
Its: Duly Authorized Signatory

[Second Amendment to Amended and Restated Trademark Security Ag.]

STATE OF Connecticut)
) ss.:
COUNTY OF Fairfield)

On the 25 day of April, 2003, before me personally came Susan Timmerman to me known, who, being by me duly sworn, did depose and say s/he resides at Norwalk and that s/he is the Sr. Risk Manager of GENERAL ELECTRIC CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

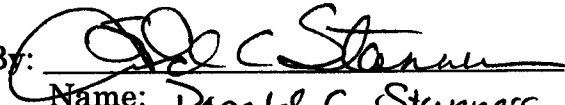
Elizabeth L. Hadden
Notary Public 5-31-2007

[Notarial Seal]

[Second Amendment to Amended and Restated Trademark Security Ag.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT PHARMACEUTICALS
CORPORATION**

By: 
Name: Donald C. Stanners
Title: CFO

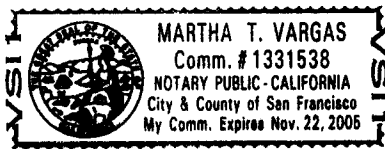
**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name:
Its: Duly Authorized Signatory

[Second Amendment to Amended and Restated Trademark Security Ag.]

STATE OF California)
COUNTY OF San Francisco) ss.:

On the 22nd day of April, 2003, before me personally came Donald C. Stanners to me known, who, being by me duly sworn, did depose and say she resides at 3748 Happy Valley Rd, Lafayette CA 94549 and that she is the CEO of INSIGHT PHARMACEUTICALS CORPORATION, the corporation described in and which executed the above instrument; that she has been authorized to execute said instrument on behalf of said corporation; and that she signed said instrument on behalf of said corporation pursuant to said authority.



Martha T. Vargas
Notary Public

[Notarial Seal]

[Second Amendment to Amended and Restated Trademark Security Ag.]

EXHIBIT 1
to
SECOND AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
ADDITIONAL TRADEMARKS AND DOMAIN NAMES

Trademarks/Service Marks/Domain Names

Trademark Applications and Registrations – Puerto Rico

Mark	Registration No.	Status
ANACIN	22043	Registered
ANACIN (word) & Sphinx hea	3285	Registered
ANACIN-3	21606	Registered

Trademark Applications and Registrations – United States

Mark	Application No.	Registration No.	Status
ANACIN	71485181	418790	Registered
ANACIN	72409631	940857	Registered
ANACIN	71111064	123606	Registered
ANACIN Arrow Design	73493730	1331611	Registered

Domain Names

Domain Name	Owner	URL
Anacin.biz	Insight Pharmaceuticals Corporation	www.Anacin.biz
Anacin.com	Insight Pharmaceuticals Corporation	www.Anacin.com
Ancacin.com.pr	Insight Pharmaceuticals Corporation	www.Anacin.com.pr
Anacin.info	Insight Pharmaceuticals Corporation	www.Anacin.info
Anacin.net	Insight Pharmaceuticals Corporation	www.Anacin.net
Anacin.org	Insight Pharmaceuticals Corporation	www.Anacin.org
Anacin.us	Insight Pharmaceuticals Corporation	www.Anacin.us

EXHIBIT 2
to
**SECOND AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

ADDITIONAL LICENSES

BOS1 #1331140 v1

Licenses

License Agreements

Insight Pharmaceuticals Corporation entered into a License Agreement dated as of April 28, 2003, with Wyeth to provide a limited non-exclusive license under certain know-how in relation to the Anacin brand products in the United States and Puerto Rico.