

03-27-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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102401474

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

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

1. Name of conveying party(ies):

Insight Pharmaceuticals Corporation

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Amendment to Amended and Restated Trademark Security Agreement

Execution Date: March 13, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 401 Merritt SevenCity: Norwalk State: CT Zip: 06851

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

 OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
 700 MERRITT SEVEN
 NORWALK, CT 06851-1103
 FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1691138Additional number(s) attached ☐ Yes ☒ No

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

Name: George W. Tuttle

Internal Address: _____

Holland & Knight LLPStreet Address: 10 St. James AvenueCity: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: _____

17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

GEORGE W. TUTTLE

Name of Person Signing

Signature

March 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 9

03/26/2003 TD/AZ1 00000191 1691138

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40.00 DP

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

 TRADEMARK
 REEL: 002699 FRAME: 0970

**FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of March 13, 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 (the "Credit Agreement");

WHEREAS, Grantor and Agent are parties to an Amended and Restated Trademark Security Agreement dated as of December 23, 2002 (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 the Term Loan B (as such term is defined in the Credit Agreement) under the Credit Agreement;

WHEREAS, in connection with such funding, Grantor, Holdings and GE Capital, as Agent and Lender, have entered into a First Amendment to Amended and Restated Credit Agreement dated the date hereof (the "First Amendment"); and

WHEREAS, in connection with the First Amendment, 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.

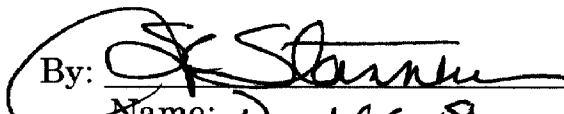
3. Acknowledgment and Security Interest Grant. For avoidance of any doubt, (a) Grantor acknowledges and agrees that "Trademark Collateral" includes the trademarks, domain names and Licenses listed on Exhibits 1 and 2 attached hereto, respectively, (b) to secure the Secured Obligations (including the obligations and liabilities under and/or related to Term Loan B), 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: Donald C. Stanners
Title: CFO

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name:
Its: Duly Authorized Signatory

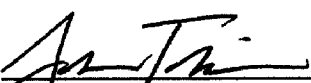
[FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

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

[FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

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

On the 11th day of March, 2003, before me personally came Donald C. Stanners to me known, who, being by me duly sworn, did depose and say s/he resides at 3748 Happy Valley Rd., Lafayette CA and that s/he is the Chief Financial Officer of INSIGHT PHARMACEUTICALS 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.



[Notarial Seal]

Martha T. Vargas
Notary Public

[FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

STATE OF Connecticut)
COUNTY OF Fairfield) ss.:

On the 13 day of March, 2003, before me personally came Susan Timmerman to me known, who, being by me duly sworn, did depose and say s/he resides at Danwalk, Connecticut and that s/he is the 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 R. Harkin
Notary Public
5-31-2003

[Notarial Seal]

[FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks/Service Marks/Domain Names

Trademark Applications and Registrations - Canada

Mark	Application No.	Registration No.	Status
NIX	563790	TMA344191	Registered

Trademark Applications and Registrations – United States

Mark	Application No.	Registration No.	Status
NIX	74/133246	1691138	Registered

Domain Names

Domain Name	Owner	URL
licenix.com	Insight Pharmaceuticals Corporation	www.licenix.com
nix.us	Insight Pharmaceuticals Corporation	www.nix.us
nixcremerinse.ca	Insight Pharmaceuticals Corporation	www.nixcremerinse.ca
nix-em.com	Insight Pharmaceuticals Corporation	www.nix-em.com
nixem.com	Insight Pharmaceuticals Corporation	www.nixem.com
nixlice.biz	Insight Pharmaceuticals Corporation	www.nixlice.biz
nixlice.com	Insight Pharmaceuticals Corporation	www.nixlice.com
nixlice.info	Insight Pharmaceuticals Corporation	www.nixlice.info

EXHIBIT 2

Licenses

License Agreements

Insight Pharmaceuticals Corporation (the "Licensee") entered into a Transitional Intellectual Property License Agreement dated as of March 13, 2003, with Pfizer Inc., Pfizer Canada Inc. and Warner-Lambert Company LLC (each a "Licensor" and, together, the "Licensors") to provide Licensee with a reasonable transition period in which to substitute its own corporate identification for Licensor's intellectual property. Licensee and Licensors also entered into a perpetual, transferable and non-exclusive Know-How License Agreement dated as of March 13, 2003, to permit Licensee to use the know-how in connection with the research, testing, manufacturing, packaging and distribution of the Nix Creme Rinse Product for final sale in the United States (including Puerto Rico) and Canada.