

FORM PTO-1594

RECORD



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

102479876

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)  
Schwarz Pharma, Inc.

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

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

Yes  No

6-18-03

2. Name and address of receiving party(ies)

Name: Nastech Pharmaceutical Company, Inc.

Internal Address:

Street Address: 3450 Monte Villa Parkway

City: Bothell, Washington 98021

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

3. Nature of conveyance:

- Assignment
- Release of Security Agreement
- Merger
- Change of Name
- Other

Execution Date: June 9, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,107,276 & 2,157,863

Additional numbers attached?  Yes  No

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

Name: Mary Aversano, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved..... 2

7. Total fee (37 CFR 3.41) ..... \$65.00

- Enclosed
- Authorized to be charged to deposit account # 50-0540

8. Deposit account number: 50-0540

(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.

Katherine Meyer

Name of Person Signing

*Katherine Meyer*  
Signature

June 18 2003  
Date

Total number of pages including cover sheet, attachments, and document: 2

06/20/2003 DBYRME 00000045 2107276

Do not detach this portion

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 UP

Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

**TERMINATION AND RELEASE OF SECURITY  
INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of June 10, 2003, issued by Schwarz Pharma, Inc., a Delaware corporation (the "Lender"), party to the Loan Agreement, dated as of September 30, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Nastach Pharmaceutical Company, Inc., a Delaware corporation (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement (the "Trademark Agreement"), dated as of September 30, 2002, made by Borrower (the "Grantor") in favor of the Lender, a security interest (the "Security Interest") was granted by the Grantor to the Lender in the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on October 8, 2002 at Reel 2599 and Frame 0201; and

WHEREAS, the Borrower has on the date hereof repaid all amounts and other obligations owing to Lender under the Credit Agreement;

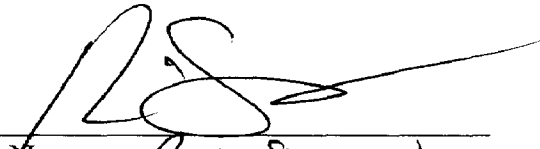
WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral (as hereinafter defined) pursuant to the Trademark Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release the Lender hereby states as follows:

1. Definitions: The term "Trademark Collateral," shall have the meaning assigned to such term in the Trademark Agreement, including, without limitation, those items listed on Schedule A hereto.
2. Release of Security Interest: The Lender hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances: The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written

SCHWARZ PHARMA, INC., as Lender

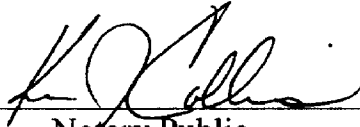
By:   
Name: Ron Skatton  
Title: PRESIDENT & COO

STATE OF Wisconsin )

COUNTY OF Dzaukee )

ss.:

On this 9<sup>th</sup> day of June, 2003, before me personally appeared Ron Stratton to me known who, being by me duly sworn, did depose and say that he/she is President of Schwarz Pharma, Inc., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Schwarz Pharma, Inc.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)