

06-27-2003

KL Ref. No.: 056960/00002

FORM PTO-1594  
(Rev. 6-93)

6-23-03

RE



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

To the Honorable Commissioner of

102484583

original documents or copy thereof.

1. Name of conveying party(ies)  
**Questcor Pharmaceuticals, Inc.**

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

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

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

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
JUN 23 PM 2:59  
FINANCE SECTION

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other

Execution Date: **June 17, 2003**

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s) **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..... **1**

7. Total fee (37 CFR 3.41) ..... **\$40.00**  
 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** \_\_\_\_\_ **6-23-03**  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

06/26/2003 EC00PER - 00000128-2157863

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40.00

Do not detach this portion

Mail 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

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2003, by QUESTCOR PHARMACEUTICALS, INC., a California corporation (the "**Grantor**"), in favor of NASTECH PHARMACEUTICAL COMPANY, INC., a Delaware corporation (the "**Secured Party**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement or the Security Agreement, as applicable (each as defined below).

W I T N E S S E T H:

Reference is made to (a) that certain Asset Purchase Agreement, dated as of June 16, 2003, by and between Grantor and Secured Party (the "**Purchase Agreement**"), and (b) that certain Pledge and Security Agreement, dated as June 17, 2003, by and between Grantor and Secured Party (the "**Security Agreement**").

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, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): trademarks, trademark registrations and/or applications and tradenames including, without limitation, the United States registered trademarks and applications, if any, listed on Schedule I attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and the goodwill of Grantor's business connected with and symbolized by any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

QUESTCOR PHARMACEUTICALS, INC., as Grantor

By: *[Signature]*  
Name: *Charles S. Casamento*  
Title: *Chairman, President & CEO*

ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

) ss.

*See attached*

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

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

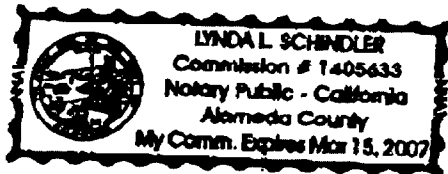
{seal}

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Alameda } ss.

on June 16, 2003 before me, Lynda L. Schindler  
Date Name and Title of Officer (A.G. "Jane Doe, Notary Public")  
personally appeared Charles J. Casamento  
Name(s) of Signer(s)

personally known to me  
 ~~proved to me on the basis of satisfactory evidence~~



to be the person(s) whose name(s) ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
Lynda L. Schindler  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trademark Security Agreement

Document Date: June 16<sup>th</sup>, 2003 Number of Pages: \_\_\_\_\_

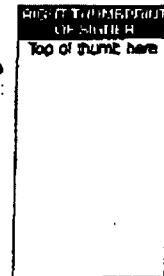
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Charles J. Casamento

- Individual
- Corporate Officer — Title(s): Chairman, President + CEO
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: Questar Pharmaceuticals



SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Case No.</u>	<u>Mark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Status</u>
NPCI-0279	NASCOBAL	U.S.	194046	11/6/1996	2157683	REGISTERED
NPCI-0282	NASCOBAL	Australia	733493	4/30/1997	733493	REGISTERED
NPCI-0284	NASCOBAL	Switzerland	338597	4/30/1997	446146	REGISTERED
NPCI-0285	NASCOBAL	Community Trademark CTM	528455	5/2/1997	528455	REGISTERED
NPCI-0286	NASCOBAL	Hungary	M9701528	4/30/1997	150653	REGISTERED
NPCI-0287	NASCOBAL	Japan	9-113198	5/2/1997	4190179	REGISTERED
NPCI-0288	NASCOBAL	Norway	97.3451	4/30/1997	187.774	REGISTERED
NPCI-0289	NASCOBAL	Taiwan	8622191	5/5/1997	798240	REGISTERED
NPCI-0290	NASCOBAL	South Africa	97/06437	4/30/1997	97/06437	REGISTERED