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Form **PTO-1594** **8-12-03** RI
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OMB No. 0651-0027 (exp. 6/30/2005)
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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):

Ovation Pharmeceuticals, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 25, 2003

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address: _____

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship _____
- Association national banking association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) See Attached

Additional number(s) attached Yes No

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

Name: Anne K. Berg, Esq.

Internal Address: Suite 2700

Street Address: 180 North LaSalle Street

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Anne K. Berg
Name of Person Signing

Anne K. Berg
Signature

8/11/03
Date

Total number of pages including cover sheet, attachments, and document: 8

08/14/2003 ECDOPER 00000124 71355746

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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

TRADEMARK
REEL: 002801 FRAME: 0862

Exhibit A
To Recreation Form Cover Sheet –Trademarks Only

United States Registrations

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
Mebaral	71355746	9/5/34	321093	1/15/35
Chemet	73632515	11/26/86	1443827	6/23/87
Winstrol	72113037	2/3/61	0725841	1/2/62

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment to Trademark Security Agreement (this "Second Amendment") is dated as of the 25 day of July, 2003 and is among Ovation Pharmaceuticals, Inc., an Illinois corporation (the "Company"), and LaSalle Bank National Association ("LaSalle"), in its capacity as Agent for the Lenders party to the Credit Agreement described below, and as a Lender.

WITNESSETH:

WHEREAS, the parties hereto are all of the parties to that certain Credit Agreement dated as of August 16, 2002 (as it may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), and as of the date hereof LaSalle is the sole Lender under the Credit Agreement; and

WHEREAS, in connection with entering into the Credit Agreement, the Company executed and delivered to LaSalle that certain Trademark Security Agreement dated as of August 16, 2002 (as it may be amended, restated, modified or supplemented and in effect from time to time, the "Trademark Agreement"); and

WHEREAS, the Company has requested that LaSalle consent to the First Sanofi Acquisition and that the credit facilities under the Credit Agreement be increased by \$1,500,000, consisting of a term loan in the amount of \$1,500,000; and

WHEREAS, as a condition to LaSalle consenting to the First Sanofi Acquisition and to the increase in the credit facilities, LaSalle has requested that the Company execute this Second Amendment;

NOW THEREFORE, the parties hereto hereby agree as follows:

Definitions. Capitalized terms used in this Second Amendment and not otherwise defined herein are used with the meanings given such terms in the Credit Agreement.

1. Amendments to the Trademark Agreement. The Trademark Agreement is hereby amended as follows:

(A) Schedule 1 to the Trademark Agreement is hereby deleted in its entirety and replaced by the Schedule 1 attached hereto and made a part hereof.

2. Representations and Warranties. To induce LaSalle to enter into this Second Amendment, the Company represents and warrants that:

(A) the execution, delivery and performance by the Company of this Second Amendment have been duly authorized by all requisite corporate action on the part of the Company.

(B) this Second Amendment has been duly executed and delivered by the Company and is a valid and binding obligation of the Company, enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium or other similar laws affecting creditors' rights generally or by general principals of equity.

3. Miscellaneous.

(A) Counterparts. This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Second Amendment to produce or account for more than one such counterpart for each of the parties hereto. Delivery by facsimile by any of the parties hereto of an executed counterpart of this Second Amendment shall be effective as an original executed counterpart hereof and shall be deemed a representation that an original executed counterpart hereof will be delivered.

(B) Headings. The headings of the sections and subsections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Second Amendment.

(C) Governing Law. This Second Amendment and the rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Illinois.

(D) Severability. If any provision of any of this Second Amendment is determined to be illegal, invalid or enforceable, such provision shall be fully severable and the remaining provisions shall remain full force and effect and shall be construed without giving effect to the illegal, invalid or enforceable provisions.

(E) Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(F) References; Loan Document. From and after the date of execution of this Second Amendment, any reference to the Trademark Agreement contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Second Amendment shall be deemed to include this Second Amendment unless the context shall otherwise require. This Second Amendment is a Loan Document.

(G) Continued Effectiveness. Notwithstanding anything contained herein, the terms of this Second Amendment are not intended to and do not serve to effect a novation as to the Trademark Agreement. The parties hereto expressly do not intend to extinguish the Trademark Agreement. Instead, it is the express intention of this parties hereto to reaffirm the obligations created under the Trademark Agreement and to confirm that the Trademark Agreement, as amended hereby, remains in full force and effect and is hereby reaffirmed in all respects.

[Balance of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Trademark Security Agreement as of the date first set forth above.

OVATION PHARMACEUTICALS, INC.

By: Jeffrey S. Aronin
Name: Jeffrey S. Aronin
Title: President

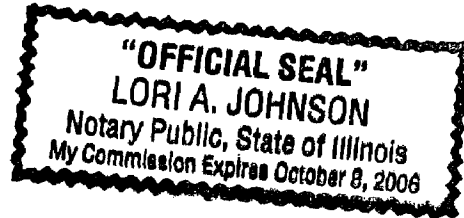
LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: James L. Bell
Title: First Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 24th day of July, 2003, before me personally appeared Jeffrey Aronin
to me known, who, being duly sworn, did depose and say that he is the President
of Ovation Pharmaceuticals, Inc., the corporation described in and which executed the above
instrument; and that he signed his name thereto by authority of the Board of Directors of said
corporation.

Lori A. Johnson
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25 day of July, 2003, before me personally appeared James L. Rothe to me known, who, being duly sworn, did depose and say that he is a Vice President of LaSalle Bank National Association, a national banking association, which executed the above instrument; and that he signed his name thereto by authority of said banking association.

Ursula M. Slotkus

Notary Public



Schedule 1 to Trademark Security Agreement

TRADEMARK COLLATERAL

United States Registrations

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
T-Tab			1,598,120	
T & Design			1,583,299	1/24/89
Desoxyn			1,521,495	
Desoxyn Gradumet			687,128	10/27/59
Mebaral	71355746	9/5/34	321093	1/15/35
Chemet	73632515	11/26/86	1443827	6/23/87
Winstrol	72113037	2/3/61	0725841	1/2/62
Panhematin			1,317,567	
Peganone			627,656	