

Form **PTO-1594**
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Bank Of America, N.A.

Individual(s) Association
 Corporation -
 Other - **National Association**

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

2. Name and address of receiving party(ies)
Name: **NeoSan Pharmaceuticals Inc.**

Internal
Address: **2320 Scientific Park Drive**
Street Address:
City: **Wilmington** State: **NC** Zip: **28405**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership
 Corporation - **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

3. Nature of conveyance:

Assignment Merger
 Security Agreement
 Change of Name
 Other - **termination of security interest in trademarks**

Execution Date: **April 23, 2004**

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

A. Trademark Application No.(s)
78/112671; 78/112668

B. Trademark Registration No.(s)
1033587; 949683; 952573; 664975

Additional number(s) attached Yes No

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

Name: **Daniel Angel, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41)..... **\$ 165.00**

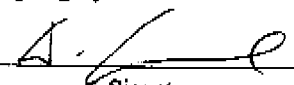
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel LLP

(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.

Daniel Angel, Esq.  **April 28, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

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

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 23, 2004 is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

WHEREAS, NeoSan Pharmaceuticals Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks"); and

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on May 2, 2002 at Reel 2503 and Frame 0866; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.


NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases and reassigns to the Grantor, to the extent applicable, all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; and
4. any and all rights appurtenant to each Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

By: 
Name: CRAIG MURLESS
Title: PRINCIPAL

Schedule A**Registered Marks**

BRETHINE	1033587	02/17/76
DARVO CET-N	949683	01/02/73
DARVON-N	952573	02/06/73
DARVON	664975	07/29/58

Pending Applications

RESTORES BALANCE - EVERY DAY!	78112671	03/05/02
BRANDS THAT MATTER MADE BETTER	78112668	03/05/02