

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Insight Pharmaceuticals Corporation</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Ableco Finance LLC</u> Internal Address: <u>299 Park Avenue, 22nd Floor</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>May 10, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached schedule</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) <u>See attached schedule</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Santo Manna, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: <u>49</u> 7. Total fee (37 CFR 3.41)..... \$ <u>1240.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <u>Santo Manna, Esq.</u> <u>May 17, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>24</u>					

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

Trademarks/Service Marks**Trademark Applications and Registrations – United States**

Mark	Application No.	Registration No.	Status
ALLEREST	72/098027	0709543	Registered
AMERICAINE	76/221161	2544673	Registered
ANACIN	71485181	418790	Registered
ANACIN	72409631	940857	Registered
ANACIN	71111064	123606	Registered
ANACIN Arrow Design	73493730	1331611	Registered
ASPERGUM	72/205129	0792115	Registered
ASPERGUM & Design	71/258732	0240417	Registered
BACID (Stylized)	72/094528	0714075	Registered
BONINE	72/081199	697007	Registered
CALDECORT	76/060960	2537840	Registered
CALDECORT LIGHT	73/672858	1492869	Registered
CALDESENE	73/002357	0990492	Registered
CALDESENE	72/024472	0648836	Registered
CEPASTAT	76/060961	2661393	Registered
CHOOZ (Stylized)	71/676074	0614242	Registered
Design of a Penguin	74/645818	2030924	Registered
Design of a Penguin on a Mountain	74/645820	2027728	Registered
EUCALYPTAMINT	76/221158	2578043	Registered
EUCALYPTAMINT & Design	76/221159	2578044	Registered

Mark	Application No.	Registration No.	Status
EUCALYPTAMINT (Stylized)	74/057820	1777611	Registered
FIBERALL	73/566998	1403729	Registered
KONDREMUL (Stylized)	71/301762	0275459	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	74/562740	1924860	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	76/359164	2726624	Registered
MAXIMUM STRENGTH 12 HOUR ALLEREST	73/669230	1530495	Registered
NICE	73/192160	1166052	Registered
NICE & Design	74/641752	2019831	Registered
NICE & Design	73/285177	1201750	Registered
NICE & Design	74/641450	2018329	Registered
NICE & Design	74/647639	2027737	Registered
NICE 'N CLEAR and Design	74/646790	2027731	Registered
NICE 'N CLEAR and Design	74/657105	2044640	Registered
NIX	74/133246	1691138	Registered
NOSTRILLA	73/790621	1604296	Registered
POWERFUL N'ICE	76/199688	2534078	Registered
PRIVINE	76/221160	2546937	Registered
PRIVINE	71/457000	0418496	Registered
S Design	74/668226	2028228	Registered
SINAREST	72/366055	0921019	Registered
SUCRETS	73/062771	1037225	Registered
SUCRETS	72/285036	870753	Registered

Mark	Application No.	Registration No.	Status
SUCRETS & Design	74/563000	1908111	Registered
SUCRETS S & Design	74/660112	1969808	Registered
VITRON-C	72/457984	0990672	Registered
VITRON-C-PLUS	72/458001	0990673	Registered
TING*	72/438641	0993663	Registered
TING (Stylized)*	71/387797	0347300	Registered
TING (Stylized)*	74/082485	1746287	Cancelled

*Execution Copy***TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 10, 2004, between INSIGHT PHARMACEUTICALS CORPORATION, a Delaware corporation ("Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), as agent (in such capacity, "Agent") for lenders ("Lenders") from time to time party to the Loan Agreement (as hereinafter defined). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as hereinafter defined) or in Annex A thereto.

WITNESSETH:

WHEREAS, Grantor and Ableco, as agent and lender, have entered or are about to enter into financing arrangements pursuant to which Agent and Lenders may make a term loan to Borrower (the "Loan") as set forth in the Loan Agreement of even date herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement");

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to induce Lenders to make the Loan as provided for in the Loan Agreement, Grantor has agreed to grant the assignment and security interest and make the pledge and assignment contemplated by this 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, the parties hereto agree as follows:

SECTION 1. Grant of Security. Grantor hereby assigns and pledges to the Agent for its benefit and the benefit of the Lenders, and hereby grants to the Agent for its benefit and the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, domain names, trade dress or other indicia of trade origin, domain name registrations, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I and Schedule III attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii)

all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Trademarks"); and

(b) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (each, a "License" and collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by Grantor pursuant to this Agreement secures the payment of all of the Obligations (the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the Lenders under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) neither the Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent or any Lender be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Grantor represents and warrants as to itself and its Trademark Collateral as follows:

(a) Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I and Schedule III hereto as being the property of Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Encumbrances. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Agent relating to this Agreement or any other Loan Document, and Grantor has not consented to the filing of a financing statement under the Code or any other

recording office or the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office or any other recording office covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I and Schedule III opposite the name of Grantor is a complete and accurate list of the trademark, service mark, and domain name registrations and applications for registration owned by Grantor. Grantor has made all necessary filings and recordings to protect and maintain its interest in the trademark, service mark, and domain name registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office and other applicable recording offices. Set forth in Schedule II opposite the name of Grantor is a complete and accurate list of the Licenses owned by Grantor in which Grantor is (i) a licensor or (ii) a licensee, and Schedule II specifies whether Grantor is a licensee or licensor under each such License. Grantor has taken and shall take all reasonable and necessary steps to correct record title to the trademark registrations and applications set forth in Schedule III, so that record title to such applications and registrations shall reflect Grantor's ownership.

(c) Each trademark, service mark, and domain name registration and application for registration of Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid, registrable and enforceable. Each License of Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid and enforceable. Grantor has notified the Agent in writing of all uses of any item of Trademark Collateral of which Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not have a Material Adverse Effect.

(d) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released. Grantor has not granted any license (other than those listed on Schedule II hereto and those that are immaterial and incidental to the primary purpose of the agreement to which they relate (e.g. a grant of the right to list the Grantor's name and logo on the other party's list of customers)), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States, Canada or Puerto Rico is required either (A) for the grant by Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including

the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Code and filings with the United States Patent and Trademark Office and Canadian and Puerto Rican recording offices, which financing statements and filings have been duly filed, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by Grantor of any Trademark Collateral does or may violate the rights of any Person, other than any such claim which would not have a Material Adverse Effect. To the best of Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Grantor uses (or causes to be used) consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) Grantor has no knowledge of the existence of any trademark or license agreement held or claimed by any other Person that would preclude Grantor (or Grantor's authorized manufacturers and distributors) from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, (or Grantor's authorized manufacturers and distributors) as the case may be, under or in connection with any of the Trademark Collateral, or that would interfere with the ability of Grantor to carry on its business as currently carried on, and Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or interfere with the business of Grantor as currently carried on under any of the Trademark Collateral, other than any such trademark, license agreement or claim that would not have a Material Adverse Effect.

SECTION 5. Further Assurances.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or proper, or that the Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Grantor authorizes the Agent to, or will, execute and file such financing or continuation statements, or amendments thereto, and such other

instruments or notices, as may be necessary or proper, or as the Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, domain name, trade dress, other indicia of trade origin, trademark, domain name, or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark, domain name, or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership interest in any trademark, domain name, or service mark registration, or application for trademark or service mark registration that Grantor should obtain, it shall give prompt written notice thereof to the Agent in accordance with Section 14 hereof. Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark, domain name, or service mark registration or application for trademark or service mark registration, or license, which becomes part of the Trademark Collateral under this Section.

(e) With respect to each trademark, domain name, or service mark registration, application, for trademark or service mark registration, and License, Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, in any other applicable recording office, or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark, domain name, or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings. Grantor agrees to take corresponding steps with respect to each new or

acquired trademark, domain name, or service mark registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not discontinue use of or otherwise abandon any trademark, domain name, or service mark, or abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, without the written consent of the Agent, unless Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of Grantor's business and that the loss thereof will not have a Material Adverse Effect, in which case, Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 14 hereof.

(f) Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, in any other applicable recording office, or in any court) regarding any item of the Trademark Collateral that would have a Material Adverse Effect.

(g) In the event that Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Grantor shall promptly notify the Agent and shall take such actions as Grantor or the Agent deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless an such infringement or misappropriation would not have a Material Adverse Effect. Any expense incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice in connection with its use of each of its registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" (of "SM" as the case may be) in connection with its use of its adopted trademarks and service marks that are not registered but for which application for registration has been made or for which common law rights are claimed.

(i) Grantor shall take all steps which it or the Agent deems appropriate under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensees of any of said Trademark Collateral employ such quality standards in their manufacture, distributions, provisions, and marketing of products or services under the Trademark Collateral.

SECTION 6. Transfers and Other Liens. Grantor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral, except in accordance with Section 6.8 of the Loan

Agreement, or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Encumbrances.

SECTION 7. Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints the Agent Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of any Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or proper to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by Grantor.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it

(including, without limitation, under any other Loan Documents or under applicable law) and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code or other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Grantor shall supply to the Agent or its designee Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied in whole or in part by the Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Intentionally Omitted.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 14. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

SECTION 15. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the general Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the general Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the general Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 16. Termination of this Agreement. Subject to Section 15 hereof, this Agreement shall terminate upon the Termination Date.

SECTION 17. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the general Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the general Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted

to Agent, for the benefit of Agent and Lenders, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.

SECTION 18. Counterparts. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

SECTION 19. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary in this Agreement, (i) the rights of Grantor, Lenders and Agent under this Agreement are subject to the terms of the Intercreditor Agreement (as defined in the Loan Agreement in effect on the date hereof) and (ii) in the event of a direct conflict between the terms and provisions of this Agreement and the terms and provisions of the Amended and Restated Trademark Security Agreement, dated as of December 23, 2002, made by Grantor in favor of Working Capital Agent (as amended, modified, supplemented, restated or replaced, the "Working Capital Trademark Agreement"), it is the intention of Grantor, Agent and Lenders that such provisions shall be read together and construed, to the fullest extent possible, to be in concert with each other; however, in the event of any actual conflict, the terms and provisions of the Working Capital Trademark Agreement shall control and, in such case, Grantor shall not be in breach of its obligations under this Agreement as a result of complying with the terms and provisions of the Working Capital Trademark Agreement and not complying with the terms of this Agreement; provided, that, notwithstanding the foregoing, nothing contained in this Section 19 shall limit or otherwise adversely effect the grant of a lien on or a security interest in any Collateral under Section 1 of this Agreement.

[signature page follows]

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

**INSIGHT PHARMACEUTICALS
CORPORATION**

By: 

Name: Donald Stanners

Title: Secretary

ABLECO FINANCE LLC, as Agent

By: _____

Name: Kevin Genda

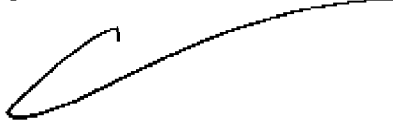
Title: Senior Vice President

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

**INSIGHT PHARMACEUTICALS
CORPORATION**

By: _____
Name: Donald Stanners
Title: Secretary

ABLECO FINANCE LLC, as Agent

By:  _____
Name: Kevin Genda
Title: Senior Vice President

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

On the 10 day of May, 2004 before me personally came Donald Stanners to me known, who, being by me duly sworn, did depose and say s/he resides at Lafayette, CA and that s/he is the Secretary 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.



Erica Shankle
Notary Public

[Notarial Seal]

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of May, 2004, before me personally came _____ to me known, who, being by me duly sworn, did depose and say s/he resides at _____ and that s/he is the _____ of ABLECO FINANCE LLC, 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.

Notary Public

[Notarial Seal]

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, 2004, before me personally came Donald Stanners to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the Secretary 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 he signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public

[Notarial Seal]

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 7th day of May, 2004, before me personally came Kevin Genda to me known, who, being by me duly sworn, did depose and say he resides at 299 Park Ave NY NY and that he is the Senior Vice President of ABLECO FINANCE LLC, the limited liability company 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 he signed said instrument on behalf of said corporation pursuant to said authority.


Notary Public

[Notarial Seal]

REGINA E. CIANCI
Notary Public, State of New York
No. 60-4678879
Qualified in Westchester County
Commission Expires Nov. 30, 2006

SCHEDULE I**Trademarks/Service Marks/Domain Names****Trademark Applications and Registrations – United States**

Mark	Application No.	Registration No.	Status
ALLEREST	72/098027	0709543	Registered
AMERICAINE	76/221161	2544673	Registered
ANACIN	71485181	418790	Registered
ANACIN	72409631	940857	Registered
ANACIN	71111064	123606	Registered
ANACIN Arrow Design	73493730	1331611	Registered
ASPERGUM	72/205129	0792115	Registered
ASPERGUM & Design	71/258732	0240417	Registered
BACID (Stylized)	72/094528	0714075	Registered
BONINE	72/081199	697007	Registered
CALDECORT	76/060960	2537840	Registered
CALDECORT LIGHT	73/672858	1492869	Registered
CALDESENE	73/002357	0990492	Registered
CALDESENE	72/024472	0648836	Registered
CEPASTAT	76/060961	2661393	Registered
CHOOZ (Stylized)	71/676074	0614242	Registered
Design of a Penguin	74/645818	2030924	Registered
Design of a Penguin on a Mountain	74/645820	2027728	Registered
EUCALYPTAMINT	76/221158	2578043	Registered

Mark	Application No.	Registration No.	Status
EUCALYPTAMINT & Design	76/221159	2578044	Registered
EUCALYPTAMINT (Stylized)	74/057820	1777611	Registered
FIBERALL	73/566998	1403729	Registered
KONDREMUL (Stylized)	71/301762	0275459	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	74/562740	1924860	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	76/359164	2726624	Registered
MAXIMUM STRENGTH 12 HOUR ALLEREST	73/669230	1530495	Registered
N'ICE	73/192160	1166052	Registered
N'ICE & Design	74/641752	2019831	Registered
N'ICE & Design	73/285177	1201750	Registered
N'ICE & Design	74/641450	2018329	Registered
N'ICE & Design	74/647639	2027737	Registered
N'ICE 'N CLEAR and Design	74/646790	2027731	Registered
N'ICE 'N CLEAR and Design	74/657105	2044640	Registered
NIX	74/133246	1691138	Registered
NOSTRILLA	73/790621	1604296	Registered
POWERFUL N'ICE	76/199688	2534078	Registered
PRIVINE	76/221160	2546937	Registered
PRIVINE	71/457000	0418496	Registered
S Design	74/668226	2028228	Registered
SINAREST	72/366055	0921019	Registered
SUCRETS	73/062771	1037225	Registered

Mark	Application No.	Registration No.	Status
SUCRETS	72/285036	870753	Registered
SUCRETS & Design	74/563000	1908111	Registered
SUCRETS S & Design	74/660112	1969808	Registered
VITRON-C	72/457984	0990672	Registered
VITRON-C-PLUS	72/458001	0990673	Registered

Domain Names

Domain Name	Owner
www.anacin.biz	Insight Pharmaceuticals Corporation
www.anacin.com	Insight Pharmaceuticals Corporation
www.anacin.com.pr	Insight Pharmaceuticals Corporation
www.anacin.info	Insight Pharmaceuticals Corporation
www.anacin.net	Insight Pharmaceuticals Corporation
www.anacin.org	Insight Pharmaceuticals Corporation
www.anacin.us	Insight Pharmaceuticals Corporation
www.bonine.biz	Insight Pharmaceuticals Corporation
www.bonine.com	Insight Pharmaceuticals Corporation
www.bonine.info	Insight Pharmaceuticals Corporation
www.nixcremerinse.ca	Insight Pharmaceuticals Corporation
www.nix-em.com	Insight Pharmaceuticals Corporation
www.nix-em.com	Insight Pharmaceuticals Corporation
www.nixem.com	Insight Pharmaceuticals Corporation
www.nixlice.com	Insight Pharmaceuticals Corporation
www.licenix.com	Insight Pharmaceuticals Corporation
www.nix.us	Insight Pharmaceuticals Corporation
www.nixlice.biz	Insight Pharmaceuticals Corporation
www.apres-shampooingnix.ca	Insight Pharmaceuticals Corporation
www.insightpharma.com	Insight Pharmaceuticals Corporation
www.sucrets.com	Insight Pharmaceuticals Corporation
www.sucrets.net	Insight Pharmaceuticals Corporation
www.sucrets.org	Insight Pharmaceuticals Corporation
www.sucrets-cough.com	Insight Pharmaceuticals Corporation

SCHEDULE II**Licenses****License Agreements**

Mark	Application No.	Registration No.	Status
TING*	72/438641	0993663	Registered
TING (Stylized)*	71/387797	0347300	Registered
TING (Stylized)*	74/082485	1746287	Cancelled

* Owner: Fisons B.V

** Insight Pharmaceuticals Corporation does not have any ownership rights in these marks; pursuant to (1) the License Agreement dated January 7, 1993 between Fisons B.V. and Ciba-Geigy Corporation (which changed its name to Novartis Corporation on December 26, 1996, and subsequently assigned the rights to Novartis Consumer Health, Inc. on January 1, 1997), and (2) the Amendment No. 1 to License Agreement dated August 14, 1997 between Fisons B.V. and Novartis Consumer Health, Inc. On July 15, 1997, Heritage Consumer Products purchased certain rights to various trademarks from Novartis Consumer Health, Inc.

Insight Pharmaceuticals Corporation purchased certain of the assets of Heritage Consumer Products, LLC from Fleet National Bank, f/k/a BankBoston, N.A. on December 29, 2000. Therefore, Insight acquired the sole and exclusive right to formulate and package for distribution and sale in the United States, using the processes, technical information, licensed know-how and licensed trademark, namely TING.

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. Licensee and Licensors also entered into a perpetual, transferable and non-exclusive Know-How Sublicense Agreement dated as of March 20, 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.

Insight Pharmaceuticals Corporation entered into a License Agreement dated as of April 28, 2003, with Wyeth to provide a limited non-exclusive license under certain know-how in relation to the Anacin brand products in the United States and Puerto Rico.

Insight Pharmaceuticals Corporation entered into a Transitional Intellectual Property License Agreement dated as of April 28, 2003, with Pfizer Inc. to permit Insight Pharmaceuticals Corporation to sell inventories under certain trademarks, trade names and trade dress for a transitional period.

SCHEDULE III

Trademarks Owned By Grantor, Record Title
For Which Shall Be Corrected By Grantor

None.