

703-306-5995

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Comerica Bank-California
9920 S. La Cienega Blvd., Suite 1401
Inglewood, California 90301

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State
 Other: a California chartered bank

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

2. Name and address of receiving party(ies)

Name: **TargetRx, Inc.**

Internal Address: _____

Street Address: **220 Gibraltar Road, 2nd Floor**

City: **Horsham** State: **PA** Zip: **19044**

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 Amended & Restated Intellectual Property Security Agreement under Reel/Frame 2646/0917**

Execution Date: **May 20, 2004**

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2615771 2575775

Additional number(s) attached Yes No

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

Name: **Michael Bevilacqua, Esquire**

Internal Address: **Hale and Dorr LLP**

Street Address: **60 State Street**

City: **Boston** State: **Massachusetts** Zip: **02109**

6. Total number of applications and registrations involved: 2

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

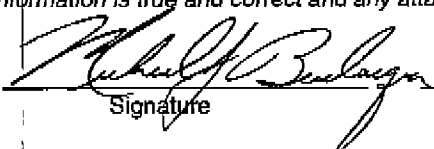
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
08-0219
 (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.

Michael Bevilacqua, Esquire
 Name of Person Signing

 **Signature**

5/24/04
Date

Hale and Dorr LLP Attorney Reference Number: **110.047.136**
Total number of pages including cover sheet, attachments, and document: 3

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

Please return to Mike Bevilacqua via facsimile @ 617-526-5800

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BOSTON 1917199v1

TRADEMARK
REEL: 002859 FRAME: 0385

CH \$65.00 080219 2615771

TERMINATION OF AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

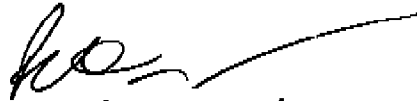
WHEREAS, TargetRx, Inc., a Delaware corporation, whose address is 220 Gibraltar Road, 2nd Floor, Horsham, Pennsylvania 19044 (the "Grantor"), and Comerica Bank, successor by merger to Comerica Bank-California, a chartered bank, whose address is 9920 S. La Cienega Blvd., Suite 1401, Inglewood, California 90301 (the "Bank"), entered into a certain Amended and Restated Intellectual Property Security Agreement (the "Security Agreement"), dated as of December 20, 2002, which was recorded in the United States Patent and Trademark Office on January 9, 2003 at Reel 2646 and Frame 0917, that by its terms granted the Bank a security interest in its Intellectual Property Collateral listed on Exhibits A, B and C to the Security Agreement (the "Exhibits") owned by the Grantor; and

WHEREAS, the Grantor has or has caused to be paid and satisfied in full the obligations for which the security interest on the Exhibits was granted.

NOW THEREFORE the parties hereto agree that the Bank hereby reassigns to the Grantor the interest in the trademarks listed on Schedule A attached hereto in which the Bank was granted a security interest under the Security Agreement. The Bank also hereby releases its security interest in the trademarks listed in Schedule A attached hereto. The Bank, further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by the Grantor, to effectuate this termination.

IN WITNESS WHEREOF the parties hereto by the signature below of its duly authorized representatives agree to be bound by the provisions of this Termination of Amended and Restated Intellectual Property Security Agreement as of the date of execution, this 20th day of May, 2004.

COMERICA BANK



Name: Peter Gibson
Title: Vice President

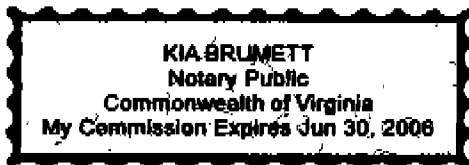
County of)
State of)

Then personally appeared the above named Peter Gibson and acknowledged the foregoing act to be his free act and deed, before me, this 20 day of May, 2004.



Notary Public

My commission expires: 6-30-2006



SCHEDULE A

<u>Trademarks</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
TARGETRX	Brazil	823102980	8/24/00
TARGETRX	Canada	1069647	8/2/00

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TARGETRX	Australia	844764	9/10/01
TARGETRX	European Community	1786672	1/18/02
TARGETRX	Japan	4602867	9/13/02
TARGETRX	Switzerland	483538	5/8/01
TARGETRX	United States	2615771	9/30/02
TARGETRX and design	United States	2575775	6/4/02