

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC., AS COLLATERAL AGENT		08/10/2004	NEW YORK BANKING CORP.:

RECEIVING PARTY DATA

Name:	BIOGLAN PHARMACEUTICALS COMPANY
Street Address:	4709 CREEKSTONE DRIVE, RIVERBIRCH BUILDING
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27703
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2725852	ADOXA
Registration Number:	2399228	A-FIL
Registration Number:	2239725	DELIVERING SERIOUS MEDICINE FOR DERMATOLOGY
Registration Number:	2293247	BIOGLAN PHARMA
Registration Number:	2137236	BETA-LIFTX
Registration Number:	2442940	TXSYSTEMS
Registration Number:	2197069	AFIRM
Registration Number:	1831026	
Registration Number:	2194468	BIOGLAN
Registration Number:	2196817	BIOGLAN BG
Registration Number:	2129191	THERAMYCIN Z
Registration Number:	1612636	BENZASHAVE
Registration Number:	2183172	BIOGLAN
Registration Number:	1391339	PRAMEGEL

TRADEMARK

REEL: 002913 FRAME: 0733

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OP \$640.00 2725852

Registration Number:	1436153	BM BIOGLAN MICELLIZED
Registration Number:	0407047	PACKER'S TAR SOAP PACKERS TAR SOAP INC MYSTIC, CONN TRADE MARK
Registration Number:	2125549	LIFTX
Serial Number:	78245245	SMALL. EASY TO SWALLOW.
Serial Number:	78235318	DERMATOLOGY INNOVATION
Serial Number:	78136606	BIOGLAN PHARMACEUTICALS
Serial Number:	78076391	ZONALON
Serial Number:	76287473	BIOGLAN PHARMA
Serial Number:	76222512	BIOGLAN BETASTICK
Serial Number:	76122015	SOLARAZE
Serial Number:	76099139	BIOGLAN BIOGLAN PHARMA, INC.

CORRESPONDENCE DATA

Fax Number: (919)821-6800

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919-821-1220

Email: mwoodlief@smithlaw.com

Correspondent Name: MAGGIE E. WOODLIEF, PARALEGAL

Address Line 1: 2500 WACHOVIA CAPITOL CENTER

Address Line 2: SMITH ANDERSON, ET AL LAW FIRM

Address Line 4: RALEIGH, NORTH CAROLINA 27601

NAME OF SUBMITTER:

DAVID B. CLEMENT

Total Attachments: 5

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TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This **TERMINATION OF SECURITY INTERESTS IN TRADEMARKS**, dated as of the 10th day of August, 2004, is made by **CITICORP NORTH AMERICA, INC.**, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, BIOGLAN PHARMACEUTICALS COMPANY (the "Grantor") has, pursuant to that certain security agreement dated as of September 25, 2003 (the "Security Agreement"), granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the rights, title and interest of Grantor, in, to and under the Collateral, including with respect thereto its Trademarks, which include, without limitation, the Trademarks shown on the attached Schedule A, and in connection therewith, has executed a Trademark Security Agreement in favor of the Collateral Agent as to the Trademarks identified on the attached Schedule B, recorded with the United States Patent and Trademark Office on October 3, 2003, at Reel 2844, Frame 0836, and a Trademark Security Agreement in favor of the Collateral Agent as to the Trademark identified on the attached Schedule C, recorded with the United States Patent and Trademark Office on October 17, 2003, at Reel 2854, Frame 0180; and

WHEREAS, the Collateral Agent has not assigned its security interests in and to all of the rights, title and interest of Grantor in the Trademarks; and

WHEREAS, the Collateral Agent has agreed to terminate without recourse or warranty and release the aforesaid security interests in and to all of the rights, title and interest of Grantor in the Trademarks, including, without limitation, those Trademarks identified on Schedule A attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby terminates without recourse or warranty and releases for the benefit of the Grantor, and its successors in interest, all mortgages, liens, encumbrances and security interests granted to the Collateral Agent under the Security Agreement, in and to:

1. all rights, title and interest of Grantor in the Trademarks, and all registrations and/or applications for registration thereof in the United States Patent and Trademark Office and in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, the Trademarks identified on the attached Schedule A; and

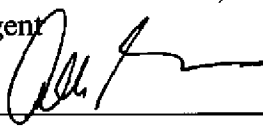
2. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademarks; and

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, dilution or other misappropriation of each of the foregoing Trademarks; and (ii) injury to the goodwill associated with each of the foregoing Trademarks;

which such release and termination specifically includes, without limitation, the security interests granted pursuant to the Trademark Security Agreement in favor of the Collateral Agent as to the Trademarks identified on the attached Schedule B, recorded with the United States Patent and Trademark Office on October 3, 2003, at Reel 2844, Frame 0836, and the Trademark Security Agreement in favor of the Collateral Agent as to the Trademark identified on the attached Schedule C, recorded with the United States Patent and Trademark Office on October 17, 2003, at Reel 2854, Frame 0180.

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

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By:  _____

Name: ALLEN FISHER

Title: VICE PRESIDENT

Schedule A

United States Registrations

Mark	Registration No.	Registration Date
ADOXA	2,725,852	6/10/03
A-FIL	2,399,228	10/31/00
DELIVERING SERIOUS MEDICINE FOR DERMATOLOGY	2,239,725	4/13/99
BIOGLAN PHARMA and Design	2,293,247	11/16/99
BETA-LIFTX	2,137,236	2/17/98
TXSYSTEMS	2,442,940	4/10/01
AFIRM	2,197,069	10/20/98
Design Only	1,831,026	4/19/94
BIOGLAN	2,194,468	10/13/98
BIOGLAN BG and Design	2,196,817	10/20/98
THERAMYCIN Z	2,129,191	1/13/98
BENZASHAVE	1,612,636	9/11/90
BIOGLAN	2,183,172	8/25/98
PRAMEGEL	1,391,339	4/29/86
BM BIOGLAN MISCELLIZED and Design	1,436,153	4/14/87
PACKER'S TAR SOAP and Design	407,047	5/16/44
B-LIFTX and Design	2,125,549	12/30/97

United States Applications

Mark	Application No.	Filing Date
SMALL EASY TO SWALLOW	78/245,245	5/2/03
DERMATOLOGY INNOVATION	78/235,318	4/8/03
BIOGLAN PHARMACEUTICALS and Design	78/136,606	6/18/02
ZONALON	78/076,391	7/30/01
BIOGLAN PHARMA	76/287,473	7/18/01
BIOGLAN BETASTICK	76/222,512	3/9/01
SOLARAZE	76/122,015	9/5/00
BIOGLAN BIOGLAN PHARMA, INC. and Design	76/099,139	7/28/00

Schedule B

United States Registrations

Mark	Registration No.	Registration Date
ADOXA	2,725,852	6/10/03
A-FIL	2,399,228	10/31/00
DELIVERING SERIOUS MEDICINE FOR DERMATOLOGY	2,239,725	4/13/99
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BIOGLAN BETASTICK	76/222,512	3/9/01
SOLARAZE	76/122,015	9/5/00
BIOGLAN BIOGLAN PHARMA, INC. and Design	76/099,139	7/28/00

Schedule C

United States Registration

Mark	Registration No.	Registration Date
B-LIFTX and Design	2,125,549	12/30/97