

06-24-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

INNOVEX INC.

6.15.04

- 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: Trademark Security Agreement
- Merger
- Change of Name

Execution Date: 06/10/2004

2. Name and address of receiving party(ies)

Name: Citicorp North America,

Internal Address: as Collateral Agent

Street Address: 390 Greenwich Street

City: New York State: NY Zip: 10013

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: New York Banking Corporation
- 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)

B. Trademark Registration No.(s) 2,231,124

Additional number(s) attached  Yes  No

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

Name: Sera-Ann Zampty

Internal Address: Corporation Service Company

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

*James P. Murphy*  
Signature

June 11, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

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

06/23/2004 NBETACHE 00000110 2231124

01 FC:8521

40.00 OP



06-15-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

TRADEMARK  
REEL: 002997 FRAME: 0728

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2004, by and between INNOVEX INC., a Delaware corporation, (the "Grantor"), and 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, 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 right, title and interest of Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Obligations; and


WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the registered U.S. federal Trademark identified in Schedule A, attached hereto, and incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on in all of its right, title and interest in the Trademark identified in Schedule A attached hereto, as collateral security for the payment and performance in full when due of the Obligations. The Grantor and the Collateral Agent hereby acknowledge and agree that the security interest in the Trademark identified in the attached Schedule A is not to be construed as an assignment of such Trademark.

*(Signature page follows)*

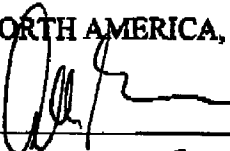
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

INNOVEX INC.

By:   
Name: BEVERLY RABIN MOYER  
Title: ASSISTANT SECRETARY

Acknowledged and Agreed:

CITICORP NORTH AMERICA, INC.

By:   
Name: ALLEN FISHER  
Title: VICE PRESIDENT

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+212 723 8547

Jun-11-2004 02:51pm From-CITIGROUP

TRADEMARK  
REEL: 002997 FRAME: 0730

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)

COUNTY OF Durham)

ss.

On this 10<sup>th</sup> day of June, 2004 before me personally appeared Beverly Rubin Moyer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INNOVEX INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maureen A. Sherwood

Notary Public

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**SCHEDULE A**

**United States Trademark Registration:**

<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Exp. Date</b>	<b>Mark</b>
Innovex Inc.	2,231,124	3/9/99	3/9/09	NOVAQUEST

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