

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Discharge of Security Agreement
-----------------------	---------------------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Bank Trust Inc.		08/14/2004	Trust Company: CANADA:

RECEIVING PARTY DATA	
Name:	Sabex, Inc.
Street Address:	245 Jules-Leger
City:	Boucherville
State/Country:	CANADA
Postal Code:	J4B 7K8
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2303768	INFUFER
Registration Number:	2257045	MULTI-12
Registration Number:	2725387	INFUVITE
Registration Number:	2817632	SAB-PHARMA
Serial Number:	76544477	ESPRESSINO

CORRESPONDENCE DATA	
Fax Number:	(802)864-0328
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	802-864-0880
Email:	vbrown@ecvtlaw.com
Correspondent Name:	Victoria J. Brown, Esq.
Address Line 1:	P. O. Box 1489
Address Line 4:	Burlington, VERMONT 05402-1489

DOMESTIC REPRESENTATIVE	
Name:	Eggleston & Cramer, Ltd.

OP \$140.00 2303768

Address Line 1: P. O. Box 1489
Address Line 4: Burlington, VERMONT 05402-1489

NAME OF SUBMITTER:

Victoria J. Brown, Esq.

Total Attachments: 13

source=des of domestic rep & shchedule a.cpy_1#page1.tif
source=des of domestic rep & shchedule a.cpy_2#page1.tif
source=discharge of trademark security agreement.cpy#page1.tif
source=ge capital letter.cpy_1#page1.tif
source=ge capital letter.cpy_2#page1.tif
source=ge capital letter.cpy_3#page1.tif
source=ge capital letter.cpy_4#page1.tif
source=ge capital letter.cpy_5#page1.tif
source=receipt release discharge.cpy_1#page1.tif
source=receipt release discharge.cpy_2#page1.tif
source=receipt release discharge.cpy_3#page1.tif
source=receipt release discharge.cpy_4#page1.tif
source=receipt release discharge.cpy_5#page1.tif

IN THE UNITED STATES PATENT AND TRADEMARKS OFFICE

ASSIGNEE: SABEX INC. (formerly, SABEX 2002 INC.)

TRADEMARKS: See Schedule A

DESIGNATION OF DOMESTIC REPRESENTATIVE

Honorable Commissioner of Patents & Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

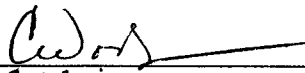
Dear Sir:

Eggleston & Cramer, Ltd, whose postal address is 150 South Champlain Street, P. O. Box 1489, Burlington, Vermont 05402, United States of America, is hereby designated as the Assignee's representative upon whom notices or process in proceedings affecting these marks may be served.

POWER OF ATTORNEY

Assignee hereby appoints Kathleen M. Boe of the law offices of Eggleston & Cramer, Ltd, having its offices at 150 South Champlain Street, Burlington, Vermont, United States of America, its attorneys to prosecute or maintain these discharges of security interests, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith.

SABEX INC.
(formerly, SABEX 2002 INC.)


Name: CHRISTINE WOOLGAR
Title: V.P. FINANCE & M.I.S.
Date: 09-10-27

SCHEDULE A

Registration No. 2,725,387 - INFUVITE

Registration No. 2,817,632 - SAB-PHARMA

Registration No. 2,303,768 - INFUFER

Registration No. 2,257,045 - MULTI-12

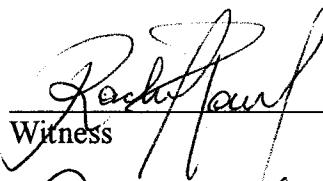
Registration No. None - ESPRESSINO (Serial No. 76/544,477)

DISCHARGE OF TRADEMARK SECURITY AGREEMENT

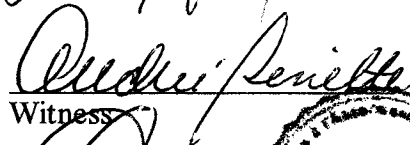
National Bank Trust Inc. ("National"), a trust company having its head office at 1100 University Street, City of Montreal, Province of Quebec, Canada H3B 2G7, hereby certifies that the following described Trademark Security Agreement is hereby satisfied and discharged:

Trademark Security Agreement dated April 18, 2002 between Sabex Inc. (formerly, Sabex Inc.) ("Sabex") and National (the "Security Agreement") under which Sabex granted to National a security interest against, *inter alia*, the following trademarks: INFUVITE, SAB-PHARMA, INFUFER, MULTI-12, and ESPRESSINO and in all the trademarks listed in the Security Agreement, said Security Agreement being recorded in the United States Patent and Trademark Office as of June 25, 2002 at: Reel 2535, Frame 0510, Reel 2623, Frame 0976; Reel 2722, Frame 0254 (registered April 28, 2002); and Frame 2722, Frame 0257 (registered June 24, 2002).

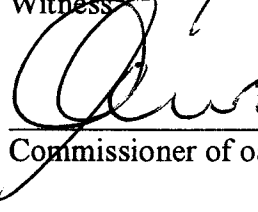
Whereupon, Carole Bédard and Nathalie Gagnon, duly authorized agents of National Bank Trust Inc. have executed this Discharge on the 13th day of August, 2004.



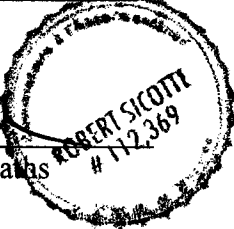
Witness

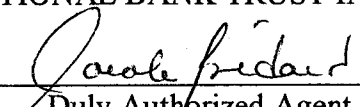


Witness

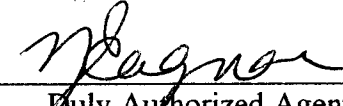


Commissioner of oaths



NATIONAL BANK TRUST INC.
By: 

Duly Authorized Agent

By: 

Duly Authorized Agent



David S. Brennan
Vice President, General Counsel and Secretary

General Electric Capital Canada Inc.
2300 Meadowvale Blvd., Mississauga, ON L5N 5P9
(905) 858-5710, Dial Comm.: 8*250-5710
Fx: (905) 858-5234
Email: david.brennan@corporate.ge.com

August 12, 2004

Novartis Pharmaceuticals Canada Inc.
385 Bouchard Boulevard
Dorval, Quebec
H9S 1A9

McMillan Binch LLP
BCE Place, Suite 4400
Bay Wellington Tower, 181 Bay Street
Toronto, Ontario
M5J 2T3

Sabex Inc.
145 Jules-Leger
Boucherville, Quebec
J4B 7K8

Sabex Holdings Ltd.
145 Jules-Leger
Boucherville, Quebec
J4B 7K8

SAB-Pharma Inc.
272 E. Deerpath, Suite 350
Lake Forest Illinois
60045

Dear Sirs/Mesdames:

Reference is made to a credit agreement dated as of April 18, 2002 (as amended, supplemented, restated or otherwise modified, the "Loan") between General Electric Capital Canada Inc., JPMorgan Chase Bank, Toronto Branch, National City Bank, Canada Branch and National Bank of Canada (collectively, the "Lenders"), Sabex Inc. (formerly Sabex 2002 Inc. and hereinafter referred to as the "Borrower"), Sabex Holdings Ltd. (formerly Sabex 2002 Holdings Ltd. and hereinafter referred to as "Sabex Holdings"), SAB-Pharma Inc. ("SAB-Pharma"), General Electric Capital Canada Inc., as administrative agent and agent (the "Agent"), National Bank Trust Inc., as security agent (the "Security Agent") and JPMorgan Chase Bank, Toronto Branch, as documentation agent (the "Documentation Agent"), pursuant to which the Borrower, Sabex Holdings and SAB-Pharma (collectively, the "Credit Parties") have granted to or for the benefit of the Lenders collateral security to secure the debts and obligations of the Credit Parties to the Lenders pursuant to the Loan.

In that regard, the Lenders, Agent, Security Agent and Documentation Agent (collectively, the "Released Parties") confirm that upon receipt from Novartis Pharmaceuticals Canada Inc. (the "Purchaser") or as directed by the Purchaser of payment in immediately available

funds to the Lenders in accordance with the wiring instructions set out in Exhibit "A" in the aggregate amount of CDN\$76,271,090.73 (the "Payout Amount"), the Released Parties:

- (i) acknowledge and agree that payment of the Payout Amount constitutes payment or satisfaction in full of all of the indebtedness and obligations of the Credit Parties owing to the Released Parties under the Loan or otherwise (the "Liabilities") and the Lenders' commitment to extend further credit to the Borrower under the Loan terminates;
- (ii) terminates the Loan, any credit documentation under the Loan and any related documents (the "Loan Documents") and acknowledges that such termination has been properly effected in accordance with the terms thereof (except that the Borrower's indemnities to the Lenders under the Loan shall survive such termination);
- (iii) acknowledge and agree that all guarantors of the Liabilities are automatically released from their obligations to the Released Parties; and
- (iv) releases all security interests, hypothecs, liens, mortgages and guarantees and any rights relating to such security interests, hypothecs, liens, mortgages and guarantees (collectively, the "Security") granted by the Credit Parties and currently held by or for the benefit of the Lenders, including, without limitation, any interest the Lenders may have in any insurance policy (or the proceeds thereof) of the Credit Parties.

If the Payout Amount is not received by the Lenders on or before 1:00 p.m. (E.S.T.) on August 13, 2004, please contact the Lenders for an updated Payout Amount.

The Released Parties agree to execute and deliver to the Purchaser or its solicitors within a reasonable period of time and, in any event, no later than 4:00 p.m. (Toronto time) on the fifteenth business day following the date of this letter, copies of discharges, financing change statements, termination statements, releases or other agreements (in form and substance satisfactory to the Purchaser and at the sole expense of the Credit Parties) in registrable form where applicable, releasing and discharging all Security including, without limitation, the Security listed in Exhibit "B".

The Released Parties further agree to execute and deliver to the Purchaser such other termination statements, releases, discharges or other agreements, in form and substance satisfactory to the Purchaser and at the sole expense of the Credit Parties, as the Purchaser may reasonably request, in order to give effect to the intent of this letter.

The Released Parties hereby authorize the Purchaser or its solicitors to file or register the discharges and releases provided by the Released Parties pursuant hereto.

The Released Parties further acknowledge that each of the Credit Parties and the Purchaser will rely on this letter and the acknowledgements, certifications, confirmations and agreements of the Released Parties contained herein in connection with the purchase by the Purchaser of certain securities of the Credit Parties.

Please note that the certifications, confirmations, acknowledgements and agreements made by the Released Parties in this letter are subject to and conditioned on the Lenders' receipt of the Payout Amount described above. Lenders' receipt of the Payout Amount does not affect any rights of the Released Parties, or obligations of the Credit Parties or any other obligor, under the

Loan Documents which are expressly stated therein to survive repayment of the Liabilities and termination of the Loan Documents.

For and in consideration of the agreements of the Released Parties contained herein, each of the Credit parties hereby forever releases and discharges the Released Parties and their respective officers, directors, employees, agents, representatives, successors and assigns from any and all claims, causes of action, damages and liabilities of any nature whatsoever, known or unknown, which such person ever had, now has or might hereafter have against the Released Parties or their respective officers, directors, employees, agents, representatives, successors and assigns which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto.

For and in consideration of the agreements of the Released Parties contained herein, (a) the Borrower and the Purchaser jointly and severally agree to reimburse and pay, within three business days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees which the Agent may incur as a result of any non-payment, claim, refund or charge back of any cheques or other items which have been credited by the Agent to the Borrower's loan account, together with all expenses and other charges incident thereto, and (b) the Borrower agrees to reimburse and pay, within three business days of demand therefor, in immediately available funds, all losses, liabilities, charges, expenses and fees (i) which the Released Parties may have incurred or may now or hereafter incur in connection with the transactions contemplated hereby which have not as yet been reflected in the Borrower's loan account which Borrower is, or may be, required to bear pursuant to the Loan Documents and (ii) which the Released Parties may incur as a result of errors in calculation of any amounts due to the Released Parties by the Borrower; provided, however, that the Purchaser shall not have any reimbursement obligation in respect of any demand not made within sixty (60) days of the date hereof. The Borrower hereby agrees to indemnify the Purchaser for any and all such amounts paid to the Agent as a result of the foregoing sentence.

A telecopy or fax copy of an executed copy of this letter shall have the same force and effect as an originally executed copy of this letter. This letter may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

If the foregoing accurately reflects our agreement in this regard, please execute the acknowledgement below.

Yours very truly,

**GENERAL ELECTRIC CAPITAL CANADA
INC., as Lender, Administrative Agent and Agent**

By: _____

Name: DAVID BRENNAN

Title: VICE-PRESIDENTS.

Exhibit "A"

Wiring Instructions

Wiring instructions for the Payout Amount are as follows:

1. To General Electric Capital Canada Inc.

BENEFICIARY BANK: Royal Bank of Canada

BENEFICIARY BANK ADDRESS: 200 Bay Street, Main Floor Main Branch Toronto, ON.

BENEFICIARY BANK SWIFT ADDRESS: ROYCCAT2

BRANCH NUMBER: 00002

BANK NUMBER: 00003

BENEFICIARY: GE CAPITAL CANADA INC.

BENEFICIARY ACCOUNT NUMBER INCLUDING TRANSIT NUMBER IF

APPROPRIATE: 000021198456

Wire Transfer Amount: CAD Dollars 76,271,090.73

Exhibit "B"

Security

<p>1. Registration against Borrower in favour of Security Agent in the Register of Personal and Movable Real Rights (Quebec) ("RPMRR") (registration no. 02-0151516-0001)</p>
<p>2. Registration against Borrower in favour of Security Agent in the Quebec Land Registry (registration no. 1128614)</p>
<p>3. Registration of Deed of Correction against Borrower in favour of Security Agent in the Quebec Land Registry (registration no. 1128850)</p>
<p>4. Registration against Borrower in favour of Security Agent in the RPMRR (registration no. 02-0164525-0001)</p>
<p>5. Registration against Sabex Holdings in favour of Security Agent in the RPMRR (registration no. 02-0164527-0001)</p>
<p>6. Ontario Personal Property Security Registration against Borrower in favour of Security Agent (registration no. 20020509 1342 1590 7981, file number 881268642)</p>
<p>7. B.C. Personal Property Security Registration against Borrower in favour of Security Agent (Base Reg. # 331228A and Control # B4615070)</p>
<p>8. Alberta Personal Property Security Registration against Borrower in favour of Security Agent (Registration # 02041204781)</p>
<p>9. UCC Registration in Vermont against Borrower in favour of Security Agent (File # 02-151076)</p>
<p>10. UCC Registration in Washington against Borrower in favour of Security Agent (File # 2002045338)</p>

RECEIPT, RELEASE and DISCHARGE
TOTAL AND FINAL ACQUITTANCE

Appeared :

NATIONAL BANK TRUST INC., a trust company duly organized by virtue of the *Act Respecting Trust Companies and Savings Companies* (Quebec) and the *Companies Act, Part I* (Quebec), having its head office at 1100 University Street, in the City of Montreal, in the Province of Quebec, H3B 2G7, herein acting and represented by

Carole Bédard

and

Nathalie Gagnon

both hereunto duly authorized in virtue of a resolution of its Board of Directors dated August 27, 2003.

WHEREAS the undersigned is a first ranking secured creditor of **SABEX INC.** (formerly **SABEX 2002 INC.**) in virtue of the following deeds:

DEED OF HYPOTHEC consented to by Sabex 2002 Inc. in favour of the National Bank Trust Inc., in virtue of a deed executed before Mtre. Johanne Ouellet, notary, on April 17, 2002, under number 45 of her minutes, published on April 17, 2002 at the land registry office for the Registration Division of Chambly under the number **1 128 614** and in the Register of Personal and Moveable Real Rights (RPMRR) under number 02-0151516-0001.

Mtl # 1263050.1

TRADEMARK
REEL: 003023 FRAME: 0410

DEED OF CORRECTION entered into between Sabex 2002 Inc. and National Bank Trust Inc., executed before Mtre. Joanne Ouellet on April 18, 2002 under number 47 of her minutes, and published at the said Registry Division of Chambly on April 19, 2002 under the number **1 128 850**.

MOVEABLE HYPOTHEC entered into between Sabex 2002 Inc. and National Bank Trust Inc., executed before Mtre. Joanne Ouellet on April 18, 2002 under number 48 of her minutes and published in the Register of Personal and Moveable Real Rights (RPMRR) under number 02-0164525-0001, in furtherance of and pursuant to a Credit Agreement entered into by the said parties of the same date;

PLEDGE AGREEMENT entered into between Sabex 2002 Inc. and National Bank Trust Inc., executed before Mtre. Joanne Ouellet on April 18, 2002 under number 50 of her minutes and published in the Register of Personal and Moveable Real Rights (RPMRR) under number 02-0164527-0001;

(hereinafter collectively referred to as the "**Deeds**")

WHEREAS the assets of **SABEX INC.** secured by the said Deeds include, but without limitation:

- the Real Property identified in Schedule A hereto
- the Intellectual Property Rights, including Trademarks and Licenses identified in Schedule B hereto
- the Bond of **SABEX INC.** as that term is defined in the aforesaid **DEED OF MOVEABLE HYPOTHEC** executed before Mtre. Joanne Ouellet on April 18, 2002 under number 48 of her minutes and published in the Register of Personal and Moveable Real Rights (RPMRR) under number 02-0164525-0001
- the Pledged Shares and Pledged Collateral of **SABEX INC.** as those terms are defined in the aforesaid **PLEDGE AGREEMENT** executed before Mtre. Joanne

Mtl # 1263050.1

TRADEMARK
REEL: 003023 FRAME: 0411

Ouellet on April 18, 2002 under number 50 of her minutes and published in the Register of Personal and Moveable Real Rights (RPMRR) under number 02-0164527-0001

- and all other moveable property, tangible and intangible, referred to and/or identified in and secured by the Deeds in favour of the NATIONAL BANK TRUST INC.

(collectively hereinafter referred to as the "Secured Assets")

The undersigned NATIONAL BANK TRUST INC., in its quality as creditor, hereby grants unto SABEX INC. full and FINAL GENERAL RECEIPT, RELEASE AND DISCHARGE and ACQUITTANCE of all obligations of SABEX INC. under the Deeds.

In consequence of this payment, NATIONAL BANK TRUST INC. hereby grants full and final release and expressly consents to the radiation of all of its hypothecary rights and all other security rights as with respect to SABEX INC. and the Secured Assets derived from the said Deeds.

IN WITNESS WHEREOF, the NATIONAL BANK TRUST INC. represented as aforesaid, has signed on this 13th day of August, 2004.

NATIONAL BANK TRUST INC.

By: Carole Bédard
Carole Bédard

By: Mathalie Gagnon
Mathalie Gagnon

Witness

Richard [Signature]
Name, Title
Address

André [Signature]
Name, Title
Address

Mtl # 1263050.1

SCHEDULE B
INTELLECTUAL PROPERTY

Mtl # 1263050.1

TRADEMARK
REEL: 003023 FRAME: 0413

U.S.A PORTFOLIO

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
INFUFER	75-817,378	2,303,788
INFUVITE	75-274,848	- PENDING -
MULTI-12	75-475,108	2,257,045
SAB-PHARMA	75-844,477	- PENDING -

SAUDI ARABIA PORTFOLIO

TRADE-MARK	CLASS	APPLICATION NO.	REGISTRATION NO.
SABEX & DESIGN	3	68188	604/9
SABEX & DESIGN	5	68197	621/35
SALINEX	5	68198	- PENDING -

TRADEMARK LICENSES

License Agreement with Sigma-Tau Industrie Farmaceutiche Riunite SpA (Trademark ACTI-B (TMA 262,164))

Trademark License Agreement with Les Laboratoires Deussé and Herdt & Charlon (with Synthelabo letter dated January 29, 1998) and Sanofi-Synthelabo letter dated July,3 2000 (Trademark Hormodausse 138/33335).

Provider End-User License Agreement with Primonic Inc.

Sabex Inc. has acquired from Wyeth-Ayerst Canada Inc. the trademark LOXAPAC pursuant to an Asset Purchase and Sale Agreement dated February 27, 2002.

MI #: 871788.04

TRADEMARK
REEL: 002535 FRAME: 0521

TRADEMARK
REEL: 003023 FRAME: 0414