

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pharma Medica Research Inc.		02/28/2005	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	Commerce Court West
Internal Address:	3rd Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2399274	PHARMA MEDICA
Registration Number:	2416922	SCIENCE IS THE FOUNDATION PHARMA MEDICA IS THE SOURCE

CORRESPONDENCE DATA

Fax Number: (202)331-4308
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-293-7060
 Email: vmullineaux@sughrue.com
 Correspondent Name: Kevin G. Smith
 Address Line 1: 2100 Pennsylvania Avenue
 Address Line 2: Suite 800
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

DOMESTIC REPRESENTATIVE

Name: Sughrue Mion PLLC

CH \$65.00 2399274

Address Line 1: 2100 Pennsylvania Avenue, N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037-3213

NAME OF SUBMITTER:	Kevin G. Smith
Signature:	/Kevin G. Smith/
Date:	03/31/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT (this "**Agreement**"), dated as of February 28, 2005, between Pharma Medica Research Inc., a corporation incorporated under the laws of the Province of Ontario (the "**Debtor**"), in favour of Canadian Imperial Bank of Commerce, a Canadian chartered bank (the "**Lender**").

WHEREAS, pursuant to a credit agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements, revisions or replacements, if any, from time to time made thereto, the "**Credit Agreement**") between 2064269 Ontario Inc. (the "**Borrower**") and the Lender, the Lender established credit facilities in favour of the Borrower;

AND WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered a general security agreement in favour of the Lender, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**");

AND WHEREAS, it is a condition under the Credit Agreement that the Debtor execute and deliver this agreement and grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities;

AND WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

Section 1. Definitions

Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Debtor grants to the Lender a security interest in all of the following property (the "**Trademark Collateral**"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world or

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hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Intellectual Property Office or in any office or agency of any foreign country, including, without limitation, those referred to in Attachment 1 attached hereto;

- (b) all Trademark licenses including, without limitation, each Trademark license referred to in Attachment 1 attached hereto;
- (c) all reissues, extensions or renewals of any items described in clauses (a) and (b) above;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above;
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including, without limitation, any Trademark, Trademark registration or Trademark license referred to in Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement

This Agreement has been executed and delivered by the Debtor for the purpose of recording the security interest of the Lender in the Trademark Collateral with the Canadian Intellectual Property Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest

Upon payment in full of all Liabilities and termination of all credits facilities under the Credit Agreement by the Lender, the Lender shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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Section 6. Further Assurances

The Debtor shall do, perform, execute and deliver all acts, deeds, documents and assurances as may be necessary from time to time to give full force and effect to the intent of this Agreement, including, without limitation, the delivery of additional security documents to better provide for a security interest in favour of the Lender in all Trademark Collateral which the Debtor may hold from time to time.

Section 7. Successors and Assigns

This Agreement shall extend and enure to the benefit of the Lender and its successors and assigns and shall be binding upon the Debtor and its successors and permitted assigns. This Agreement may not be assigned by the Debtor hereunder without the prior written consent of the Lender.

Section 8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 9. Facsimile and Counterparts

This Agreement may be executed by facsimile transmission and in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Signature Pages to Follow


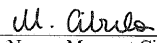
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PHARMA MEDICA RESEARCH INC.

Per: 
Name: Ian French
Title: Director
Address: 6560 Kennedy Road
Mississauga, Ontario L5T 2X4
Attention: Latifa Yamlahi
Facsimile: (905) 624-4433

**CANADIAN IMPERIAL BANK OF
COMMERCE**

Per: 
Name: Shelly Wilton
Title: Team Leader
Portfolio Management
Per: 
Name: Margaret Cibula
Title: Manager, Commercial Credit
Address: Commerce Court West, 3rd Floor
Toronto, Ontario M5L 1A2
Attention: Manager
Facsimile: (416) 861-9295

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ATTACHMENT 1

Trademarks

Jurisdiction	Description	Registration / Filing Date	Registration / Application No.
Canada	PHARMA MEDICA RESEARCH INC.	November 20, 2001	TMA554045
Canada	PHARMA MEDICA	May 24, 2000	TMA528303
Canada	SCIENCE IS THE FOUNDATION PHARMA MEDICA IS THE SOURCE	March 27, 2001	TMA543089
U.S.	PHARMA MEDICA	October 31, 2000	2399274
U.S.	SCIENCE IS THE FOUNDATION PHARMA MEDICA IS THE SOURCE	January 2, 2001	2416922

Domain Names

www.pharmamedica.com

TOR_LAW 59702602

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Matters of:

The Canadian Imperial Bank of Commerce (by Trademark Security Agreement)

Registration No.: 2,399,274 for trademark PHARMA MEDICA (Registered 10/31/2000)

Registration No.: 2,416,922 for trademark SCIENCE IS THE FOUNDATION
PHARMA MEDICA IS THE SOURCE (Registered 1/2/2001)

APPOINTMENT OF DOMESTIC REPRESENTATIVE

NO FEE

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

Sir:

SUGHRUE MION, PLLC, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C. 20037, United States of America, is hereby designated assignee's/registrant's representative upon whom notice or process in proceedings affecting the marks may be served.

Please address all correspondence regarding this Trademark Security Agreement to:

Kevin G. Smith
SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
Washington, D.C. 20037-3202
Phone 202-775-7566
Facsimile (202)293-7860

THE CANADIAN IMPERIAL BANK OF
COMMERCE

Date: March 30 /05

By: M. Cibula
Name: Margaret Cibula
Title: Manager, Commercial Credit

RECORDED: 03/31/2005

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