

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAL Laboratories, Inc.		12/31/2003	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	231 South LaSalle Street		
Internal Address:	IL1-231-08-30		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60697		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78505837	ELITE	
Serial Number:	78458238	PAL ... A NATURAL DECISION PAN AMERICAN LABS A PHARMED GROUP COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27650		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$65.00 78505837

Date:

04/18/2005

Total Attachments: 4

source=ngsi-t2 PAL#page1.tif

source=ngsi-t2 PAL#page2.tif

source=ngsi-t2 PAL#page3.tif

source=ngsi-t2 PAL#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 31, 2003 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto and the goodwill associated therewith to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[SIGNATURES ON FOLLOWING PAGE]

Schedule 1

PAL Laboratories, Inc.
(Florida Corporation)

U.S. Trademarks


Pending Applications

Mark	Application No.	Filing Date
ELITE	78505837	10/26/04
PAL ... A NATURAL DECISION PAN AMERICAN LABS A PHARMED GROUP COMPANY and Design	78458238	07/28/04

CHAR1\807595v1

Very truly yours,

PAL LABORATORIES, INC.,
a Florida corporation

By: 
Name: Odeline Fernandez
Title: Secretary

Grantor's Address:
PAL Laboratories, Inc.
c/o Pharmed Group Holdings, Inc.
3075 N.W. 107th Avenue
Miami, Florida 33172-2134

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

PAL LABORATORIES, INC.
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 003068 FRAME: 0257

Very truly yours,

PAL LABORATORIES, INC.,
a Florida corporation

By: _____

Name:

Title:

Grantor's Address:

PAL Laboratories, Inc.
c/o Pharmed Group Holdings, Inc.
3075 N.W. 107th Avenue
Miami, Florida 33172-2134

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name:

Title:

Anne M. Zeschke
Assistant Vice President