

11-30-2004

Docket No.:

45246.31/Cust. No. 041068



Tab settings

To the Honorable Commissioner of Patents and Trade

102891419

al documents or copy thereof.

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FINANCE SECTION

11-24-04

1. Name of conveying party(ies):

J.P. MORGAN EUROPE LIMITED

Chase Manhattan International Limited
Trinity Tower, 9 Thomas More Street
London E1 9KT ENGLAND

- Individual(s)
- General Partnership
- Corporation-State
- Other Bank
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

Execution Date: November 18, 2004

2. Name and address of receiving party(ies):

Name: AVECIA, INC.

Internal Address: _____

Street Address: 1405 Foulk Road

City: Wilmington State: DE ZIP: 19850

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,531,578

Additional numbers

Yes No

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

Name: Armando F. Flores

Internal Address: Buchanan Ingersoll PC

11/30/2004 GTON11 00000024 502194 1531578

01 FC:8521 40.00 DA

Street Address: 1835 Market Street

14th Floor

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2194

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Armando F. Flores

November 22, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

PARTIAL RELEASE OF SECURITY INTEREST

THIS PARTIAL RELEASE OF SECURITY INTEREST made and entered into this 18th day of November, 2004, by J.P. MORGAN EUROPE LIMITED, as Security Trustee (the "Security Trustee"), in favor of AVECIA INC., a Delaware corporation (formerly ZSC Inc.) ("Avecia").

WHEREAS, the Security Trustee, certain of Avecia's affiliates and certain lenders (the "Lenders") are parties to a certain Facilities Agreement dated as of May 12, 1999, as amended pursuant to a supplemental agreement dated June 29, 1999 and a second supplemental agreement dated July 28, 1999 and as amended and restated pursuant to an Amendment and Restatement Agreement dated April 30, 2004 (as further amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), under which the Lenders extended loans to Avecia's affiliates;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 30, 1999, by Avecia and certain of its affiliates, in favor of the Security Trustee for the ratable benefit of the Finance Parties (the "Collateral Agreement"), Avecia granted a security interest in the patent identified in Schedule I hereto (the "Transferred Intellectual Property") to the Security Trustee; and

WHEREAS, Avecia has, on this day and with the consent of the Lenders, transferred ownership of the Transferred Intellectual Property to a third party.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Security Trustee hereby releases to Avecia all interest which the Security Trustee possesses or is otherwise entitled to in the Transferred Intellectual Property by virtue of the Collateral Agreement and (i) all registrations, applications, recordings and common law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding throughout the world, it being understood that the security interest is being maintained in the remaining patents identified in the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO PARTIAL RELEASE OF SECURITY INTEREST (TRADEMARK)]

IN WITNESS WHEREOF, the Security Trustee has executed this Partial Release of Security Interest as of the date first above written.

J.P. MORGAN EUROPE LIMITED, as Security Trustee

By: 

Name: ROBERT KEAN

Title: VP

SCHEDULE I

Trademark:

MARK	FILING DATE AND SERIAL NUMBER	REGISTRATION DATE AND U.S. REGISTRATION NUMBER	GOODS
SDM	January 11, 1988 73/704,725	March 28, 1989 U.S. Reg. No. 1,531,578	Organic nitrates for pharmaceutical preparations