

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|----------------------------------------|
| Ovation Pharmaceuticals, LLC | | 08/10/2005 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------------------------------------------------------------------|
| Name: | Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc. |
| Street Address: | 222 N. LaSalle Street |
| Internal Address: | 16th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60601 |
| Entity Type: | Limited Liability Company: ILLINOIS |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|--------|-----------|
| Registration Number: | 920555 | ELSPAR |
| Registration Number: | 759115 | COSMEGEN |
| Registration Number: | 604749 | COSMEGEN |
| Registration Number: | 566271 | MUSTARGEN |
| Registration Number: | 598404 | COGENTIN |
| Registration Number: | 676884 | DIURIL |
| Registration Number: | 758725 | INDOCIN |

CORRESPONDENCE DATA

Fax Number: (215)979-1020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-979-1255

Email: swapicelli@duanemorris.com

Correspondent Name: Samuel W. Apicelli

TRADEMARK

REEL: 003143 FRAME: 0097

900030381

CH \$190.00 920555

| | |
|-----------------|---------------------------------------|
| Address Line 1: | One Liberty Place |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103-7396 |

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|--------------------|--------------------|
| NAME OF SUBMITTER: | Samuel W. Apicelli |
|--------------------|--------------------|

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|------------|----------------------|
| Signature: | /Samuel W. Apicelli/ |
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| | |
|-------|------------|
| Date: | 08/18/2005 |
|-------|------------|

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of August, 2005 by OVATION PHARMACEUTICALS, LLC, a Delaware Limited Liability Company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

(i) Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(ii) each Trademark listed on Schedule 1 annexed hereto, together with any registration thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WINSTROL, LLC

By: Barry M. Denton
Its: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

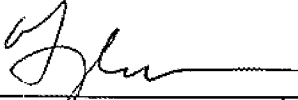
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OVATION PHARMACEUTICALS, LLC

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Its: Faraz Kamran - Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

| <u>Trademark Description</u> | <u>U.S. Registration No.</u> | <u>Date Registered</u> |
|------------------------------|------------------------------|------------------------|
| Elspar | 920555 | 9/21/71 |
| Cosmegen | 759115 | 10/29/63 |
| Cosmegen | 604749 | 4/19/55 |
| Mustargen | 566271 | 11/4/52 |
| Cogentin | 598404 | 11/23/54 |
| Diuril | 676884 | 4/14/59 |
| Indocin | 758725 | 10/22/63 |

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