

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment for Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triax Pharmaceuticals, LLC		08/19/2005	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Callidus Capital Finance, LLC as administrative and collateral agent		
Street Address:	520 Madison Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	limited liability company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78682420	PACTIN	
Serial Number:	78682421	TRIAx PHARMACEUTICALS	
Serial Number:	78682423	TRETIN X	
CORRESPONDENCE DATA			
Fax Number:	(212)836-6475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-836-8248		
Email:	jepstein@kayescholer.com		
Correspondent Name:	Jeffrey M. Epstein, Esq.		
Address Line 1:	425 Park Avenue		
Address Line 2:	c/o Kaye Scholer LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Johanne R. Remy		
Signature:	/s/ Johanne R. Remy		

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Date:

08/19/2005

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Triax Pharmaceuticals, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Callidus Capital Finance, LLC, a New York limited liability company, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of July 1, 2005 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is One Old Bloomfield Avenue, Mountain Lakes, NJ 07046.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 19th day of AUGUST, 2005.

TRIAX PHARMACEUTICALS, LLC

By: 

Name: John D. Shulman

Title:

[Trademark Security Agreement]

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PACTIN	August 1, 2005	78682420
TRIAX PHARMACEUTICALS	August 1, 2005	78682421
TRENTIN X	August 1, 2005	78682423