

3/5/05

05-09-2005

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To the Honorable Commissioner of Patents

attached original documents or copy thereof.



102997596

1. Name of conveying party(ies):

ANIP Acquisition Company

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 14, 2005

Name and address of receiving party(ies):

Name: Pharmaceutical Ventures, Ltd.

Internal Address:

Street Address: 49 South Ridge Road

City: Pomona State: NY ZIP: 10970

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

FERGLUCON - Reg. No. 1,879,493
PODODERM - Reg. No. 1,786,457
LIQUIPHARM- Reg. No. 1,771,028

Additional numbers attached? Yes No

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

Name: Stanley J. Yavner

Internal Address: Suite 203

05/06/2005 GT0N11 00000024 1879493

01 FC:8521 - 40.00 OP
02 FC:8522 - 50.00 OP

Street Address: 120 North Main Street

City: New City State: NY ZIP: 10956

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Stanley J. Yavner

Name of Person Signing
Customer No. 000051704
Reg. No. 20,615

Stanley Yavner
Signature

5/3/05
Date

Total number of pages comprising cover sheet:

4

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2005, by ANIP Acquisition Company, a Delaware corporation (d/b/a ANI Pharmaceutical, Inc.) ("ANI"), in favor of Pharmaceutical Ventures, Ltd., a Delaware corporation ("PV").

WHEREAS, pursuant to a Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") among ANI, PV and Sunwest Vitamin Corporation (PV and Sunwest Vitamin Corporation are referred to, collectively, as the "**Sellers**"), the Sellers have sold and assigned to ANI certain assets, including, without limitation, the trademarks listed on Schedule I hereto (the "**Trademarks**"), upon the terms and subject to the conditions set forth therein; and

WHEREAS, as partial consideration for the assets sold by Sellers to ANI pursuant to the Purchase Agreement, ANI issued to PV a Promissory Note (the "**Promissory Note**"), dated the date hereof, in the principal amount of Three Hundred Thousand Dollars (\$300,000).

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

As security for the payment of the amounts due under the Promissory Note, ANI hereby grants to PV a security interest in all of ANI's right, title and interest in, to and under the Trademarks.

Upon payment in full of the amounts due under the Promissory Note, ANI is authorized to file, in the name and on behalf of PV, any and all documents and instruments, as may be necessary or appropriate to release any and all liens created by PV with respect to the Trademarks. PV agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be reasonably necessary or appropriate in order to carry out the foregoing purpose.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ANIP ACQUISITION COMPANY

By: 

Name: Thomas L. Anderson

Title: President

PHARMACEUTICAL VENTURES, LTD.

By: _____

Name: Shari Turnbull

Title: Vice President

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WHEREAS, as partial consideration for the assets sold by Sellers to ANI pursuant to the Purchase Agreement, ANI issued to PV a Promissory Note (the "**Promissory Note**"), dated the date hereof, in the principal amount of Three Hundred Thousand Dollars (\$300,000).

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ANIP ACQUISITION COMPANY

By: _____

Name: Thomas L. Anderson

Title: President

PHARMACEUTICAL VENTURES, LTD.

By:  _____

Name: Shari Turnbull

Title: Vice President

SCHEDULE I - Trademarks

Country	Trademark	Registration Number	Registration Date	Description
U.S.A.	FERGLUCON	1,879,493	02/21/95	for "ferrous gluconate elixir for use in the prevention and treatment of iron deficiency" in international class ("i.c.") 5.
U.S.A.	PODODERM	1,786,457	08/10/93	for "pharmaceutical preparations for topical application to papillomas" in i.c. 5.
U.S.A.	LIQUIPHARM	1,771,028	05/18/93	for "pharmaceutical preparations, namely, antacids, laxatives, sedatives, etc." in i.c. 5.

9932012

RECORDED: 05/05/2005

TRADEMARK
REEL: 003157 FRAME: 0103