

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accentia Biopharmaceuticals, Inc.		05/02/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Laurus Master Fund, Ltd.		
<b>Street Address:</b>	825 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Company:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76397608	ACCENTIA	
Serial Number:	78499315	ACCENTIA BIOPHARMACEUTICALS	
Serial Number:	78499319	A	
Serial Number:	78498858	ACCENTIA BIOPHARMACEUTICALS	
Serial Number:	78137102	ACCENT RX	
Serial Number:	78540118	SINUNASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBCInnovis dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Suite 401		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

**CH \$165.00 76397608**

ATTORNEY DOCKET NUMBER:	347452
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/19/2005

Total Attachments: 8  
source=347452#page1.tif  
source=347452#page2.tif  
source=347452#page3.tif  
source=347452#page4.tif  
source=347452#page5.tif  
source=347452#page6.tif  
source=347452#page7.tif  
source=347452#page8.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ACCENTIA BIOPHARMACEUTICALS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: LAURUS MASTER FUND, LTD.

Internal Address: \_\_\_\_\_

Street Address: 825 Third Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10022

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Company Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 05/02/2005

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
SEE SCHEDULE 1 TO GRANT OF SECURITY INTEREST

B. Trademark Registration No.(s)  
SEE SCHEDULE 1 TO GRANT OF SECURITY INTEREST

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Loeb & Loeb LLP

Internal Address: attn: Loukia Harris, Legal Assistant

Street Address: 345 Park Avenue

City: New York

State: NY Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

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

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

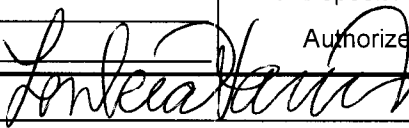
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



December 13, 2005

Signature

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of May 2, 2005, is executed by Accentia Biopharmaceuticals, Inc., a Florida corporation (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to Accentia Biopharmaceuticals, Inc., and certain of its Subsidiaries.

B. The Grantor (1) has used or intends to use the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has obtained from and applied to the United States Patent and Trademark Office the patents and patent applications more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's

security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

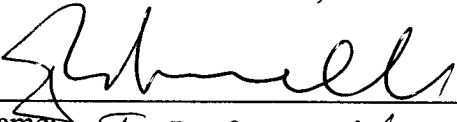
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.


*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**ACCENTIA  
BIOPHARMACEUTICALS, INC.**

By:   
Name: F E Donnell  
Title: CEO

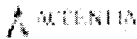

LAURUS MASTER FUND, LTD.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Eugene Grin**  
**Director**

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER REGISTRATION NUMBER</b>	<b>APPLICATION DATE REGISTRATION DATE</b>	<b>COUNTRY</b>
Accentia	76397608	18-April-02	US
	78499315	13-Oct-04	US
	78499319	13-Oct-04	US
Accentia Biopharmaceuticals	78498858	13-Oct-04	US
Accent Rx	78137102 <b>2773588</b>	19-Jun-02 <b>14-Oct-03</b>	US
Sinunase	78540118	30-Dec-04	US



**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

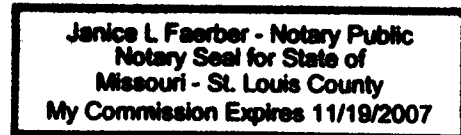
**PATENTS AND PATENT APPLICATIONS**

**NONE**

STATE OF Missouri  
COUNTY OF St. Louis ) ss.:

On this 4<sup>th</sup> day of May, 2005, before me personally came \_\_\_\_\_  
F.E. O'DONNELL who, being by me duly sworn, did state as follows: that [s]he is  
CEO of Accentia Biopharmaceuticals, Inc. that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the [Board of  
Directors] of said corporation.

Janice L. Faerber  
Notary Public



NY375575.2  
66666666666  
05/02/2005 jp