

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/21/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Minrad, Inc.		12/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
Internal Address:	Attention: Ms. Paulette Murray
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76359546	MINRAD
Registration Number:	2546154	DRTS

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jrmix@jonesday.com
 Correspondent Name: Jones Day
 Address Line 1: 901 Lakeside Ave.
 Address Line 2: c/o James R. Mix, Legal Assistant
 Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	601755-049121
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NAME OF SUBMITTER:	James R. Mix (Int. Ref. 601755-049121)
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CH \$65.00 76359546

Signature:	/James R Mix/
Date:	12/27/2005
Total Attachments: 5 source=KeyBank Trademark Security Interest#page1.tif source=KeyBank Trademark Security Interest#page2.tif source=KeyBank Trademark Security Interest#page3.tif source=KeyBank Trademark Security Interest#page4.tif source=KeyBank Trademark Security Interest#page5.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks dated as of December 21, 2005 ("Agreement"), between Minrad, Inc., a Delaware corporation (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as Secured Party (together with its successors and assigns in such capacity, the "Secured Party"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 21, 2005 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, Minrad International, Inc., a Delaware corporation, and the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 21, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);


(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

- (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
- (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

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

MINRAD, INC.

By: 
Name: William H. Burns, Jr.
Title: President and CEO

Accepted and acknowledged by:

KEYBANK NATIONAL
ASSOCIATION

By: _____
Name:
Title:

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

MINRAD, INC.

By: _____
Name: William H. Burns, Jr.
Title: President and CEO

Accepted and acknowledged by:

KEYBANK NATIONAL
ASSOCIATION

By: Chris Swandell
Name: Chris Swandell
Title: Senior Vice President

Schedule A
to Collateral Assignment of
Trademarks

Grantor	Trademark	Application No. and/or Registration No.	Application Filing Date and/or Registration Date
MINRAD, Inc.	MINRAD	76359546	1/16/2002
MINRAD, Inc.	DRTS	2,546,154	03/12/02