

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
Cumberland Pharmaceuticals, Inc.		04/06/2006	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	414 Union Street
Internal Address:	Healthcare Banking Group, 4th Floor
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37239-1697
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2780113	ACETADOTE
Registration Number:	2854095	AMELIOR
Registration Number:	2965809	CUMBERLAND PHARMACEUTICALS
Serial Number:	78647122	CUMBERLAND PHARMACEUTICALS
Registration Number:	2965810	
Serial Number:	76385054	SOTRADECOL

CORRESPONDENCE DATA

Fax Number: (615)248-2392
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (615) 742-7945
 Email: astanley@bassberry.com
 Correspondent Name: Amanda Elliott Stanley
 Address Line 1: 315 Deaderick Street, Ste. 2700
 Address Line 2: Bass, Berry & Sims PLC

CH \$165.00 2780113

Address Line 4: Nashville, TENNESSEE 37238-3001

NAME OF SUBMITTER:	Amanda Jane Elliott Stanley
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Signature:	/amanda jane elliott stanley/
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Date:	04/17/2006
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Total Attachments: 8

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**SECOND AMENDMENT TO TRADEMARK
AND PATENT SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of April 6, 2006, is made by and between CUMBERLAND PHARMACEUTICALS, INC., a Tennessee corporation (the "Grantor"), and BANK OF AMERICA, N.A., a national banking association (the "Lender").

WITNESSETH:

A. Grantor and Lender entered into that certain Trademark and Patent Security Agreement dated April 19, 2002 as amended by that certain First Amendment to Trademark and Patent Security Agreement dated August 1, 2002 (as the amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), in connection with that certain Amended and Restated Loan Agreement between Grantor and Lender dated as of October 21, 2003 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Existing Loan Agreement").

B. At Grantor's request and in reliance upon the representations and inducements of Grantor set forth herein and therein, Lender has agreed to modify the terms and conditions of the Existing Loan Agreement and to amend and restate the Existing Loan Agreement pursuant to that certain Second Amended and Restated Loan Agreement of even date herewith (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Restated Loan Agreement").

C. Pursuant to the Restated Loan Agreement, Lender has agreed to make available to Grantor (i) a line of credit in the maximum principal amount of \$4,000,000 (the "Line of Credit") and (ii) a term loan in the original principal amount of \$5,500,000 (the "Term Loan"; and collectively with the Line of Credit, the "Loans").

D. It is a condition precedent to the obligation of the Lender to make the Loans to the Grantor under the Restated Loan Agreement that Grantor execute this Amendment.

E. Grantor and Lender desire to execute and deliver this Amendment in order to induce Lender to make the Loans.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantor, and to induce Lender to make the Loans, Grantor and Lender hereby agrees as follows:

1. Recitals. The third recital of the Security Agreement is hereby amended by substituting the following therefor:

WHEREAS, the Grantor desires to pledge and grant to Lender, for the benefit of Lender, a security interest in all of its right, title and interest in, to and under the Collateral, including the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds thereof, to secure the payment of the Obligations;

2. Defined Terms.

(a) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan Agreement" as defined therein shall mean "that certain Second Amended and Restated Loan Agreement dated April 6, 2006, by and between Grantor and Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Loan Agreement" in the Security Agreement shall be a reference to "that certain Second Amended and Restated Loan Agreement dated April 6, 2006, by and between Grantor and Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

(b) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan" as defined therein shall mean "collectively, (i) a line of credit in the maximum principal amount of \$4,000,000 and (ii) a term loan in the original principal amount of \$5,500,000." Each reference to "Loan" in the Security Agreement shall be a reference to "collectively, (i) a line of credit in the maximum principal amount of \$4,000,000 and (ii) a term loan in the original principal amount of \$5,500,000."

(c) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Note" as defined therein shall mean "collectively, (i) that certain Fourth Amended and Restated Promissory Note dated April 6, 2006 in the maximum principal amount of \$4,000,000, made and executed by Grantor and payable to the order of Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Term Promissory Note dated April 6, 2006 in the original principal amount of \$5,500,000, made and executed by Grantor and payable to the order of Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Note" in the Security Agreement shall be a reference to "collectively, (i) that certain Fourth Amended and Restated Promissory Note dated April 6,

2006 in the maximum principal amount of \$4,000,000, made and executed by Grantor and payable to the order of Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Term Promissory Note dated April 6, 2006 in the original principal amount of \$5,500,000, made and executed by Grantor and payable to the order of Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

(d) Section 1 of the Security Agreement is hereby amended by substituting the following definition of the following term:

"Obligations" means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lender that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtednesses and other obligations of Grantor to Lender, direct or contingent (including but not limited to obligations incurred as indorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtednesses incurred pursuant to any present or future commitment of Lender to Grantor, and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created hereby.

3. Schedule A of the Security Agreement is hereby amended by deleting the existing Schedule A and substituting the Schedule A attached hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

CUMBERLAND PHARMACEUTICALS, INC.

By: AK
Name: A. Kazimi
Title: C.E.O.

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

CUMBERLAND PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

LENDER:

BANK OF AMERICA, N.A.

By: Elizabeth R Knox

Name: _____

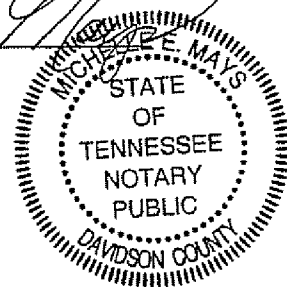
Title: SVP

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared AQ. Kazimi, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the C.E.O. of CUMBERLAND PHARMACEUTICALS, INC., the within named bargainer, a corporation, and that he as such C.E.O., executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such C.E.O..

WITNESS my hand, at office in Nashville, TN, this 6th day of April, 2006.

Michelle E. Mays
Notary Public



My Commission Expires:
MY COMMISSION EXPIRES
March 20, 2010

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in _____, this _____ day of _____, 2006.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of CUMBERLAND PHARMACEUTICALS, INC., the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such _____.

WITNESS my hand, at office in _____, this _____ day of _____, 2006.

Notary Public

My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Elizabeth L. Knox, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in Nashville, TN, this 6th day of April, 2006.

Patricia L. Kemp
Notary Public

My Commission Expires:

November 22, 2008



TRADEMARK

REEL: 003290 FRAME: 0947

SCHEDULE A

Trademarks

Registration / Serial No.

ACETADOTE

Reg. No. 2780113

AMELIOR

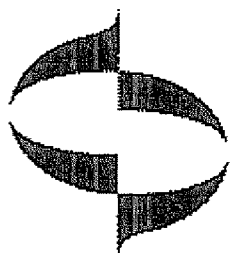
Reg. No. 2854095

CUMBERLAND PHARMACEUTICALS

Reg. No. 2965809

CUMBERLAND PHARMACEUTICALS

Serial No. 78647122



Reg. No. 2965810

SOTRADECOL

Serial No. 76385054

Patents

Patent No.

Pharmaceutical Composition of
2-(4-Isobutylphenyl) Propionic Acid
Inventor(s): Leo Pavliv

Patent Pending
Pub. App. No. 20040132823

Pharmaceutical Composition of
2-(4-Isobutylphenyl) Propionic Acid
Inventor(s): Leo Pavliv

Pub. App. No. 20030100612