

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
Medpointe Healthcare Inc.		05/24/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	1951298	AQUATENSEN
Serial Number:	78817358	ASK YOUR DOCTOR 'BOUT ASTELIN
Serial Number:	78817598	"ASK YOUR DOCTOR 'BOUT ASTELIN"
Registration Number:	1395499	ASTELIN
Registration Number:	2070525	ASTELIN
Serial Number:	78817480	ASTELIN
Serial Number:	78817861	ASTELIN
Registration Number:	2130525	ASTELIN NASAL SPRAY
Registration Number:	3069262	
Registration Number:	825074	CW CARTER-WALLACE
Serial Number:	78868230	CHEWABLE
Registration Number:	1558739	COVANGESIC
Registration Number:	2274223	DEPEN

OP \$1540.00 1951298

Registration Number:	711122	DIUTENSEN
Serial Number:	78411676	
Registration Number:	1817334	FELBATOL
Registration Number:	1865149	FELBATOL
Registration Number:	426283	INTRADERM SKIN PENETRANT SULFUR SOLUTION
Registration Number:	431018	INTRADERM SKIN PENETRANT T.C.A.P. SOLUTION
Serial Number:	78817291	IT COULD BE ALLERGIES GETTIN' TO YOU, BUT IRRITANTS CAN CAUSE YOUR SYMPTOMS TOO.
Registration Number:	1412987	LUFYLLIN
Registration Number:	667322	MALTSUPEX
Serial Number:	76296730	MEDPOINTE
Serial Number:	76305709	MEDPOINTE
Serial Number:	78213450	MEDPOINTE PHARMACEUTICALS
Registration Number:	722159	MICRAININ
Registration Number:	648127	MILTOWN
Registration Number:	605387	MILTOWN
Serial Number:	78411706	
Serial Number:	78411772	
Registration Number:	2543490	OPTIVAR
Registration Number:	2942137	
Registration Number:	1060598	ORGANIDIN
Registration Number:	2979744	READY-SPRAY
Serial Number:	78349344	REAL-EYES RELIEF
Registration Number:	1212119	RYNA
Registration Number:	2437589	RYNA-12 S
Registration Number:	2914717	RYNA-12X
Serial Number:	78176624	RYNA-BLUE
Registration Number:	1072092	RYNA-C
Registration Number:	651112	RYNATAN
Registration Number:	700841	RYNATUSS
Serial Number:	78817824	
Serial Number:	78817933	
Registration Number:	2916547	SINA-12X
Registration Number:	687132	SOMA
Registration Number:	3069264	

Registration Number:	629855	SYLLAMALT
Registration Number:	3069263	
Serial Number:	78817521	THE ASTELINS
Serial Number:	78817250	THE ASTELINS
Serial Number:	78817787	THE ASTELINS
Serial Number:	78817677	THE ASTELINS
Registration Number:	1216340	THYRO-BLOCK
Registration Number:	2324298	TUSSI-12
Registration Number:	2970364	TUSSI-12D
Serial Number:	78346920	TUSSI-AP
Registration Number:	1230791	TUSSI-ORGANIDIN
Registration Number:	2891174	TUSSIZONE-12
Registration Number:	696678	VO SOL
Registration Number:	732993	WALLACE

CORRESPONDENCE DATA

Fax Number: (404)541-3160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404 815 6500
Email: tadmin@kilpatrickstockton.com
Correspondent Name: Kilpatrick Stockton LLP
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G3560/325140
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	06/06/2006

Total Attachments: 26
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 24, 2006, is made by MEDPOINTE HEALTHCARE INC., a Delaware corporation with offices at 265 Davidson Avenue, Suite 300, Somerset, NJ 08873-4120 (“**Grantor**”), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814 (the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, MedPointe Inc., the CPI Development Corporation, the other Credit Parties signatory thereto, the Lenders party thereto (collectively, the “**Lenders**”), and the Administrative Agent, as agent for itself and such Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended, replaced or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Administrative Agent and the Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of May 24, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Credit Agreement and Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or **Section 1.1** of the Credit Agreement, as applicable.

2. **Grant of Security Interest.** To secure the complete and timely payment and performance of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party including those Patents set forth on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those registrations and applications for registration of Trademarks set forth on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those registrations of Copyrights set forth on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill of the business associated with any Trademark, and (iv) infringement of any Copyright.

3. **Representations and Warranties.** Grantor represents and warrants to the Administrative Agent and the Lenders that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office within the time periods prescribed under applicable law, perfected security interests in favor of the Administrative Agent (for the benefit of itself and the Lenders) in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office within the time periods prescribed under applicable law and the filing of appropriate financing statements listed on Schedule 3 to the Guarantee and Collateral Agreement, all action necessary or desirable to protect and perfect the Administrative Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Covenants. Grantor shall comply with all the covenants and agreements set forth in the Guarantee and Collateral Agreement relating to Intellectual Property, which are incorporated herein by reference.

4. Security Agreement. The security interests granted by Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction and are coextensive with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

7. Recordation. Grantor authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer record this Notice.

8. Termination. Subject to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. Governing Law. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS INTELLECTUAL PROPERTY SECURITY

AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

MEDPOINTE HEALTHCARE INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED by:

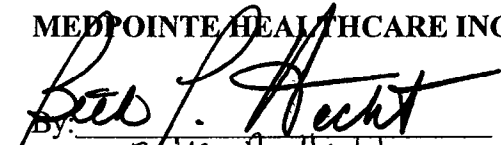
**GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent**

By: Steven J. Wagnblas
Name: Steven J. Wagnblas
Its Duly Authorized Agent

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

MEDPOINTE HEALTHCARE INC.

By: 
Name: BETH P. HECHT
Title: VP, Gen Cnst + Secy

ACCEPTED AND ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent**

By: _____
Name: _____
Its Duly Authorized Agent

SIGNATURE PAGE
IP SECURITY AGREEMENT

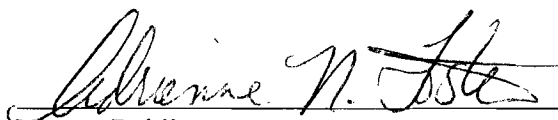
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ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey

COUNTY OF Somerset

On this 24 day of May, 2006, before me personally appeared Beth Hecht, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MedPoint Healthcare Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

ADRIENNE N. FOSTER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 16, 2008

SIGNATURE PAGE
IP SECURITY AGREEMENT

TRADEMARK
REEL: 003322 FRAME: 0213

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. PATENTS

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
United States	METHOD FOR THE PREVENTION AND CONTROL OF EPILEPTIC SEIZURE	4,978,680	12/18/1990
United States	METHOD FOR THE PREVENTION AND CONTROL OF EPILEPTIC SEIZURE ASSOCIATED WITH COMPLEX PARTIAL SEIZURES	5,082,861	1/21/1992
United States	THE USE OF FELBAMATE IN THE CONTROL OF SEIZURES ASSOCIATED WITH LENNOX-GASTAUT SYNDROME.	5,292,772	3/8/1994
United States	DECONGESTANT/ANTIHISTAMINIC COMPOSITIONS	6,037,358	3/14/2000
United States	ANTITUSSIVE/ANTIHISTAMINIC COMPOSITIONS	6,566,396	5/20/2003
United States	DISPENSER BOTTLE	D447,419	9/4/2001
United States	ANTIHISTAMINIC/ANTITUSSIVE COMPOSITIONS	6,306,904	10/23/2001
United States	ANTIHISTAMINIC/ANTITUSSIVE COMPOSITIONS	6,586,469	7/1/2003
United States	CONVERSION OF DIETHYL PHENYLMALONATE TO 2-PHENYL-1,3-PROPANEDIOL	4,982,016	1/1/1991
United States	SYNTHESIS OF 2-PHENYL-1,3-PROPANEDIOL	5,072,056	12/10/1991
United States	ANTIHISTAMINIC/DECONGESTANT COMPOSITIONS	6,287,597	9/11/2001
United States	DECONGESTANT/EXPECTORANT COMPOSITIONS	6,462,094	10/8/2002
United States	METHOD TO CONTROL THE INTAKE OF FOOD	5,290,808	3/1/1994
United States	REDUCTION OF DIETHYL PHENYLMALONATE TO 2-PHENYL-1,3-PROPANEDIOL	5,091,595	2/25/1992
United States	COMBINED CONTAINER AND CLOSURE	D332,215	1/5/1993
United States	ANTITUSSIVE/ANTIHISTAMINIC/DECONGESTANT COMPOSITIONS	6,417,206	7/9/2002

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
United States	CONTROLLED RELEASE AZELASTINE- CONTAINING PHARMACEUTICAL COMPOSITIONS	5,271,946	12/21/1993
United States	METHOD OF TREATING INFLAMMATORY DISORDERS AND PSORIASIS WITH SALTS OF AZELASTINE (AS AMENDED IN RESPONSE TO THE OFFICE ACTION FILED ON 07/15/1991).	5,086,050	2/4/1992
United States	AZELASTINE AND ITS SALTS USED TO COMBAT PSORIASIS (AS AMENDED).	5,110,814	5/5/1992
United States	AZELASTINE CONTAINING MEDICAMENTS	5,164,194	11/17/1992
United States	AZELASTINE EMBONATE AND COMPOSITIONS WHICH CONTAIN IT	5,232,919	8/3/1993
United States	SYNTHESIS OF 2-PHENYL-1,3-PROPANEDIOL	4,868,327	9/19/1989
United States	METHOD FOR TREATING AND CONTROLLING THE SYMPTOMS OF NEUROGENERATIVE DISEASE AND NEUROPSYCHOPHARMACOLOGICAL DISORDERS.	5,256,690	10/26/1993
United States	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-IODO-1,2-PROPANEDIOL HAVING MUCOLYTIC ACTIVITY.	5,723,501	3/3/1998
United States	SLEEP THERAPY PACKAGE	5,377,841	1/3/1995
Austria	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	142492	9/11/1996
Belgium	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	0491094	9/11/1996
Switzerland	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	0491094	9/11/1996
Germany	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	69028542	9/11/1996
Denmark	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	0491094	9/11/1996
EPC	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	0491094	9/11/1996
Spain	FELBAMATE FOR TREATING LENNOX- GASTAUT SYNDROME	90313735.4	9/11/1996

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
France	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	0491094	9/11/1996
Great Britain	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	0491094	9/11/1996
Greece	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	3021801	9/11/1996
Italy	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	0491094	9/11/1996
Luxembourg	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	0491094	9/11/1996
Netherland	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	0491094	9/11/1996
Sweden	FELBAMATE FOR TREATING LENNOX-GASTAUT SYNDROME	90313735.4	9/11/1996
Canada	AZELASTINE-CONTAINING MEDICAMENTS WITH CONTROLLED RELEASE OF THE ACTIVE SUBSTANCE	1,325,976	1/11/1994
Canada	SALTS OF AZELASTINE HAVING IMPROVED SOLUBILITY	2,016,089	12/1/1998
Canada	USE OF THE ACTIVE SUBSTANCE AZELASTINE FOR THE CONTROL OF PSORIASIS DISORDERS AND INFLAMMATORY DISORDERS.	2,007,480	8/15/1995
Canada	AZELASTINE CONTAINING MEDICAMENTS FOR APPLICATION NI THE NOSE AND/OR EYE	1,319,322	6/22/1993
Canada	AZELASTINE EMBONATE, PROCESSES FOR ITS PREPARATION AND PHARMACEUTICAL FORMULATIONS WHICH CONTAIN AZELASTINE EMBONATE AS AN ACTIVE SUBSTANCE	1,317,595	5/11/1993
Austria	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Belgium	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Switzerland	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Germany	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	68907596.0	7/14/1993

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Spain	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	89308266.9	7/14/1993
France	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Great Britain	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Greece	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	3009043	7/14/1993
Italy	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Japan	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	2857402	11/27/1998
Luxembourg	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Netherland	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	0413064	7/14/1993
Sweden	2-PHENYL-1,3-PROPANEDIOL AND ITS DICARBAMATE IS DISCLOSED	89308266.9	7/14/1993
Austria	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	151632	4/16/1997
Belgium	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Switzerland	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Germany	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	69219039.2	4/16/1997
Denmark	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
EPC	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Spain	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	92307952.9	4/16/1997
France	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Great Britain	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Greece	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	3023597	4/16/1997
Ireland	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Italy	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Luxembourg	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Monaco	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Netherland	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Portugal	PROCESS FOR THE PREPARATION OF PHARMACEUTICAL COMPOSITIONS CONTAINING 2-PHENYL-1,3-PROPANEDIOL DICARBAMATE	98027	8/7/1998
Portugal	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	0531105	4/16/1997
Sweden	USE OF FELBAMATE FOR THE MANUFACTURE OF A MEDICAMENT FOR THE TREATMENT OF NEUROPSYCHOPHARMACOLOGICAL DISORDERS	92307952.9	4/16/1997
Australia	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-IODO-1,2-PROPANEDIOL HAVING MUCOLYTIC ACTIVITY.	735329	10/18/2001

<u>Country</u>	<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Mexico	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-iodo-1,2-propanediol having mucolytic activity.	206448	2/6/2002
Japan	DEVICE FOR COLLECTION AND PROCESSING OF BIOLOGICAL SAMPLES	3286919	3/15/2002

B. PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
United States	METHODS FOR SYNTHESIS OF DICARBAMATE COMPOUNDS AND INTERMEDIATES IN THE FORMATION THEREOF	11/407,909	4/21/2006
PCT	METHODS FOR SYNTHESIS OF DICARBAMATE COMPOUNDS AND INTERMEDIATES IN THE FORMATION THEREOF	(TBA)	4/20/2006
United States	COMPOSITIONS COMPRISING AZELASTINE AND METHODS OF USE THEREOF	11/284,109	11/22/2005
United States	DECONGESTANT/ANTIHISTAMINIC/EXPECTORANT COMPOSITIONS	10/665,220	9/17/2003
PCT	COMPOSITIONS COMPRISING AZELASTINE AND METHODS OF USE THEREOF	(abandoned 01/10/05 - - Petition to Revive filed 10/21/05) PCT/US2005/042362	11/22/2005
United States	SUBSTITUTED FELBAMATE DERIVED COMPOUNDS	10/415,167	4/25/2003
United States	FELBAMATE DERIVED COMPOUNDS	10/275,189	11/1/2002
Canada	ANTIHISTAMINIC/ANTITUSSIVE COMPOSITIONS	2,464,119	10/25/2002
Canada	ANTITUSSIVE/ANTIHISTAMINIC/DECONGESTANT COMPOSITIONS	2,372,538	2/18/2002
Canada	DECONGESTANT/ANTIHISTAMINIC/EXPECTORANT COMPOSITIONS	2,481,903	9/16/2004

<u>Country</u>	<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
Canada	ANTITUSSIVE COMPOSITIONS	2,372,535	2/18/2002
Canada	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-iodo-1,2-propanediol HAVING MUCOLYTIC ACTIVITY.	2,272,343	11/19/1997
EPC	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-iodo-1,2-propanediol HAVING MUCOLYTIC ACTIVITY.	97912381.7	11/19/1997
Hong Kong	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-iodo-1,2-propanediol HAVING MUCOLYTIC ACTIVITY.	00101414.6	11/19/1997
Japan	PHARMACEUTICAL COMPOSITIONS CONTAINING 3-iodo-1,2-propanediol HAVING MUCOLYTIC ACTIVITY.	10-523353	11/19/1997

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

B. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

ABELMAN, FRAYNE & SCHWAB

Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
RYNATANIC	MEDPOINTE HEALTHCARE INC.	ARGENTINA	5	Reg: 1790511	04/24/00	Active
RYNATUS	MEDPOINTE HEALTHCARE INC.	ARGENTINA	5	Reg: 1570627	07/31/95	Active
SOMA	MEDPOINTE HEALTHCARE INC.	ARUBA	5	Reg: 14038	01/01/96	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	ARUBA	5	Reg: 16896	07/15/04	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: 125904	12/06/93	Active
ORGANIDIN	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: 166286	04/18/06	Active
RYNATAN	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: A465649	05/21/94	Active
RYNATUS	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: A465648	05/21/94	Active
VOSOL	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: A162477	09/19/95	Active
W & SCALES DEVICE I	MEDPOINTE HEALTHCARE INC.	AUSTRALIA	5	Reg: A169391	09/25/91	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	AUSTRIA	5	Reg: 142447	06/30/02	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	AUSTRIA	5	Reg: 35128	09/06/96	Active
TALBAMAT	MEDPOINTE HEALTHCARE INC.	AUSTRIA	5	Reg: 153874	08/31/04	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BAHAMAS	3	Reg: 16749	09/19/94	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	BANGLADESH	5	Reg: 11189	03/31/03	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BARBADOS	5	Reg: 81/9535	11/05/99	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BELARUS	5	Reg: 5709	06/28/04	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	BENELUX	5	Reg: 0512527	03/31/02	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BENELUX	5	Reg: 541813	10/19/03	Active
TALOXA-SUSP	MEDPOINTE HEALTHCARE INC.	BENELUX	5	Reg: 555805	03/21/04	Active
TALOXA-TABS	MEDPOINTE HEALTHCARE INC.	BENELUX	5	Reg: 0555804	03/21/04	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	BOLIVIA	5	Reg: 49751-A	07/12/96	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BOLIVIA	5	Reg: 55659-C	01/20/94	Active
TALOXA	MEDPOINTE HEALTHCARE INC.	BOTSWANA	5	Reg: S.A. 14 931	11/23/00	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	BRAZIL	5	Reg: 816941726	04/05/94	Active
ANULL	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA144308	03/04/96	Active
ASTELIN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA533997	10/03/00	Active

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Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
BUTISOL	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: UCA33457	04/07/94	Active
CAPLA	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: 125529	02/16/92	Active
DEPEN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA263728	10/23/96	Active
FELBAMIL	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA395,499	03/13/92	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA535900	10/26/00	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA107346	07/19/02	Active
OPTILAST	MEDPOINTE HEALTHCARE INC.	CANADA		App: 0830248	11/26/96	Active
OPTILAST	MEDPOINTE HEALTHCARE INC.	CANADA		App: 1161378	12/10/02	Active
OPTIVAR	MEDPOINTE HEALTHCARE INC.	CANADA		App: 1101656	04/30/01	Active
ORGANIDIN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: 198NSS0369	05/12/97	Active
RYNATAN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA111668	09/26/03	Active
RYNATUSS	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: 123469	09/01/91	Active
SOMA	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA117855	04/29/05	Active
SOMACORT	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA120183	11/18/05	Active
THEO-ORGANIDIN	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA271258	07/23/97	Active
THYRO-BLOCK	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA261842	08/21/96	Active
VOSOL (STYLIZED) I	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: TMA126118	04/13/92	Active
W IN HEXAGON Design	MEDPOINTE HEALTHCARE INC.	CANADA		Reg: 144223	03/04/96	Active
CARTER-WALLACE	MEDPOINTE HEALTHCARE INC.	CHILE	5	Reg: 542283	06/09/99	Active
FELBAMYL	MEDPOINTE HEALTHCARE INC.	CHILE	5	Reg: 697568	07/13/04	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	CHILE	5	Reg: 652498	12/17/02	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	CHILE	5	Reg: 463484	07/02/96	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	CHINA	5	Reg: 691340	05/28/04	Active
ALOXA	MEDPOINTE HEALTHCARE INC.	CHINA	5	Reg: 1081074	08/21/97	Active
CARTER-WALLACE	MEDPOINTE HEALTHCARE INC.	COLOMBIA	5	Reg: 191099	09/26/96	Active
SOMA	MEDPOINTE HEALTHCARE INC.	COLOMBIA	5	Reg: 173783	02/13/05	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	COLOMBIA	5	Reg: 148235	10/08/03	Active

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Owner	Country	Class(es)	Reg or App No	Date	Status
MEDPOINTE HEALTHCARE INC.	COSTA RICA	5	Reg: 43068	11/11/04	Active
MEDPOINTE HEALTHCARE INC.	CROATIA	5	Reg: Z970044	03/05/98	Active
MEDPOINTE HEALTHCARE INC.	DENMARK	5	Reg: VR1992/08125	08/28/02	Active
MEDPOINTE HEALTHCARE INC.	DENMARK	5	Reg: VR 1991 07411	10/25/91	Active
MEDPOINTE HEALTHCARE INC.	DENMARK	5	Reg: VR 1994 03910	06/10/04	Active
MEDPOINTE HEALTHCARE INC.	DOMINICAN REPUBLIC	5	Reg: 71990	06/15/94	Active
MEDPOINTE HEALTHCARE INC.	ECUADOR	5	Reg: 1767-96	07/12/96	Active
MEDPOINTE HEALTHCARE INC.	ECUADOR	5	Reg: 40222	04/30/03	Active
MEDPOINTE HEALTHCARE INC.	EGYPT	5	Reg: 84178	08/30/02	Active
MEDPOINTE HEALTHCARE INC.	EGYPT	5	Reg: 84664	10/21/02	Active
MEDPOINTE HEALTHCARE INC.	EGYPT	5	Reg: 90840	05/05/04	Active
MEDPOINTE HEALTHCARE INC.	EL SALVADOR	5	Reg: 234/60	09/29/97	Active
MEDPOINTE HEALTHCARE INC.	EL SALVADOR	5	Reg: 199/42	12/19/96	Active
MEDPOINTE HEALTHCARE INC.	EUROPEAN COMMUNITI	1, 3, 5	Reg: 003497542	05/27/05	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 1570918	01/18/00	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 92412862	03/31/02	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 1305070	04/09/95	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 1267236	03/31/04	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 1469094	06/01/98	Active
MEDPOINTE HEALTHCARE INC.	FRANCE	5	Reg: 1393014	02/06/97	Active
MEDPOINTE HEALTHCARE INC.	GEORGIA REPUBLIC	5	Reg: 7636	11/20/97	Active
MEDPOINTE HEALTHCARE INC.	GERMANY	5	Reg: 2100369	03/31/02	Active
MEDPOINTE HEALTHCARE INC.	GERMANY	5	Reg: 721750	02/02/59	Active
MEDPOINTE HEALTHCARE INC.	GERMANY	5	Reg: 704938	12/31/05	Active
MEDPOINTE HEALTHCARE INC.	GREECE	5	Reg: 108474	04/23/02	Active
MEDPOINTE HEALTHCARE INC.	GREECE	5	Reg: 94697	07/14/99	Active
MEDPOINTE HEALTHCARE INC.	GREECE	5	Reg: 117323	01/04/04	Active

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Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
MILTOWN	MEDPOINTE HEALTHCARE INC.	GUATEMALA	5	Reg: 9856	09/04/96	Active
ORGANIDIN	MEDPOINTE HEALTHCARE INC.	GUATEMALA	5	Reg: 5556	05/03/95	Active
VOSOL	MEDPOINTE HEALTHCARE INC.	GUATEMALA	5	Reg: 12625	02/17/01	Active
CARISOMA	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: A896/1961	06/30/96	Active
ENCAPLA	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 1417/1962	07/05/97	Active
FELBAMYL	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 601/1994	01/06/99	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 5946/1994	04/13/99	Active
MILPATH	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 579-1961	04/29/96	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 1577/1992	12/11/97	Active
W & SCALES DEVICE I	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 1016-1962	10/25/96	Active
WALAID	MEDPOINTE HEALTHCARE INC.	HONG KONG	5	Reg: 649-1962	03/03/97	Active
MILTRATE	MEDPOINTE HEALTHCARE INC.	INDIA	5	Reg: 23211	07/08/99	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	INDONESIA	5	Reg: 519482	09/05/02	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	IRAN	5	Reg: 72932	02/29/04	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	IRELAND	5	Reg: 132748	07/04/89	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	ISRAEL	5	Reg: 85155	10/30/99	Active
FELBAMIL	MEDPOINTE HEALTHCARE INC.	ITALY	5	Reg: 586012	02/02/90	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	ITALY	5	Reg: 634839	04/09/92	Active
MALTSUPEX Label	MEDPOINTE HEALTHCARE INC.	ITALY	5	Reg: 717446	09/23/95	Active
YLLAMALT	MEDPOINTE HEALTHCARE INC.	ITALY	5	Reg: 653265	06/07/95	Active
ALOXIA	MEDPOINTE HEALTHCARE INC.	ITALY	5	Reg: 662497	11/09/95	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	JAMAICA	5	Reg: 7137	05/08/98	Active
ROMA	MEDPOINTE HEALTHCARE INC.	JAMAICA	5	Reg: 13890	06/16/05	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	JORDAN	5	Reg: 4054	11/20/92	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	KAZAKHSTAN	5	Reg: 4783	06/17/04	Active
CARTER-WALLACE FRESH 'N CLEAN	MEDPOINTE HEALTHCARE INC.	KOREA (SOUTH)	12	Reg: 358140	03/19/97	Active
CARTER-WALLACE FRESH 'N CLEAN	MEDPOINTE HEALTHCARE INC.	KOREA (SOUTH)	13	Reg: 350655	11/27/96	Active

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REEL: 003322 FRAME: 0226

Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
TALOX	MEDPOINTE HEALTHCARE INC.	LATVIA	5	Reg: M34995	06/06/04	Active
CARISOMA	MEDPOINTE HEALTHCARE INC.	LEBANON	1, 3, 5	Reg: 57525	03/20/92	Active
TALOX	MEDPOINTE HEALTHCARE INC.	LEBANON	5	Reg: 63030	04/11/94	Active
W & SCALES DEVICE	MEDPOINTE HEALTHCARE INC.	LEBANON	3, 5, 16	Reg: 35315	02/28/93	Active
TALOX	MEDPOINTE HEALTHCARE INC.	LITHUANIA	5	Reg: 26099	06/21/04	Active
TALOX	MEDPOINTE HEALTHCARE INC.	MADAGASCAR	5	Reg: 00736	12/04/04	Active
ENCAPLA	MEDPOINTE HEALTHCARE INC.	MALAYSIA	5	Reg: M38004	06/30/97	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	MALAYSIA	5	Reg: 92006182	09/01/99	Active
SOMA	MEDPOINTE HEALTHCARE INC.	MALAYSIA	5	Reg: M-31482	04/25/94	Active
TALOX	MEDPOINTE HEALTHCARE INC.	MALAYSIA	5	Reg: 90/08033	12/04/97	Active
WALAI	MEDPOINTE HEALTHCARE INC.	MALAYSIA	5	Reg: M37458	04/11/97	Active
WALLACE	MEDPOINTE HEALTHCARE INC.	MEXICO	1, 3, 5	Reg: 360419	06/12/01	Active
TALOX	MEDPOINTE HEALTHCARE INC.	NAMIBIA	5	Reg: 90/1620	12/03/00	Active
CAPLA	MEDPOINTE HEALTHCARE INC.	NEW ZEALAND	5	Reg: A68575	05/01/96	Active
SOMA	MEDPOINTE HEALTHCARE INC.	NEW ZEALAND	5	Reg: B92744	02/11/05	Active
TALOX	MEDPOINTE HEALTHCARE INC.	NEW ZEALAND	5	Reg: 194812	07/19/96	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	NICARAGUA	5	Reg: 25865CC	05/26/04	Active
MILTOWN	MEDPOINTE PHARMACEUTICAL CC	NICARAGUA	5	Reg: 8370	07/13/96	Active
VOSOL (STYLIZED) II	MEDPOINTE HEALTHCARE INC.	NICARAGUA	5	Reg: 10882	02/19/01	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	NORWAY	5	Reg: A55086	12/21/05	Active
TALOX	MEDPOINTE HEALTHCARE INC.	NORWAY	5	Reg: 150852	06/04/02	Active
TALOXORAL	MEDPOINTE HEALTHCARE INC.	NORWAY	5	Reg: 181235	04/10/97	Active
TALOX	MEDPOINTE HEALTHCARE INC.	O.A.P.I.	5	Reg: 33780	03/11/94	Active
TALOX	MEDPOINTE HEALTHCARE INC.	OMAN	5	Reg: 9600	03/20/04	Active
VOSOL	MEDPOINTE HEALTHCARE INC.	PANAMA	5	Reg: 28354	05/11/02	Active
FELBAMYL	MEDPOINTE HEALTHCARE INC.	PARAGUAY	5	Reg: 276495	10/24/04	Active
RYNATAN	MEDPOINTE HEALTHCARE INC.	PARAGUAY	5	Reg: 254141	07/26/02	Active

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REEL: 003322 FRAME: 0227

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Owner	Country	Class(es)	Reg or App No	Date	Status
MEDPOINTE HEALTHCARE INC.	PARAGUAY	2	Reg: 226815	05/07/99	Active
MEDPOINTE HEALTHCARE INC.	PARAGUAY	5	Reg: 276717	11/03/04	Active
MEDPOINTE HEALTHCARE INC.	PERU	3	Reg: 93415	10/01/91	Active
MEDPOINTE HEALTHCARE INC.	PERU	5	Reg: 93416	10/01/91	Active
MEDPOINTE HEALTHCARE INC.	PERU	5	Reg: 86997	09/05/05	Active
MEDPOINTE HEALTHCARE INC.	POLAND	5	Reg: R-91116	06/08/04	Active
MEDPOINTE HEALTHCARE INC.	SAUDI ARABIA	5	Reg: 31742	07/11/02	Active
MEDPOINTE HEALTHCARE INC.	SAUDI ARABIA	5	Reg: 403/2	09/10/02	Active
MEDPOINTE HEALTHCARE INC.	SINGAPORE	5	Reg: T69/46903G	07/18/04	Active
MEDPOINTE HEALTHCARE INC.	SINGAPORE	5	Reg: S/8187/90		Active
MEDPOINTE HEALTHCARE INC.	SLOVENIA	5	Reg: 9471004	07/18/04	Active
MEDPOINTE HEALTHCARE INC.	SOUTH AFRICA	5	Reg: 1992/07222	08/27/02	Active
MEDPOINTE HEALTHCARE INC.	SOUTH AFRICA	5	Reg: 90/10344	11/23/90	Active
MEDPOINTE HEALTHCARE INC.	SRI LANKA	3	Reg: 18455	10/14/95	Active
MEDPOINTE HEALTHCARE INC.	SURINAM	5	Reg: 5458	03/01/97	Active
MEDPOINTE HEALTHCARE INC.	SWEDEN	5	Reg: 222734	04/12/01	Active
MEDPOINTE HEALTHCARE INC.	SWITZERLAND	5	Reg: 394.686	12/18/91	Active
MEDPOINTE HEALTHCARE INC.	SWITZERLAND	5	Reg: 397158	03/31/92	Active
MEDPOINTE HEALTHCARE INC.	SWITZERLAND	5	Reg: 375502	09/05/89	Active
MEDPOINTE HEALTHCARE INC.	SWITZERLAND	5	Reg: 282185	04/07/96	Active
MEDPOINTE HEALTHCARE INC.	THAILAND	5	Reg: KOR8679	11/25/02	Active
MEDPOINTE HEALTHCARE INC.	TRINIDAD & TOBAGO	3	Reg: 21415	03/21/95	Active
MEDPOINTE HEALTHCARE INC.	TRINIDAD & TOBAGO	3	Reg: 22780	07/05/95	Active
MEDPOINTE HEALTHCARE INC.	TUNISIA	5	Reg: EE940239	03/08/94	Active
MEDPOINTE HEALTHCARE INC.	TURKEY	5	Reg: 142402	11/17/02	Active
MEDPOINTE HEALTHCARE INC.	UKRAINE	5	Reg: 12233	10/07/04	Active
MEDPOINTE HEALTHCARE INC.	UNITED ARAB EMIRAT	5	Reg: 3415	12/20/95	Active

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ABELMAN, FRAYNE & SCHWAB

Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
MICRAININ	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	5	Reg: 835424	06/04/62	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	5	Reg: 749479	12/29/04	Active
MONOTEST	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	1	Reg: B1300620	02/11/94	Active
ORGANIDIN	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	5	Reg: 803603	03/23/05	Active
SLEEPAX	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	3	Reg: 585034	04/21/38	Active
SOMACORT	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	5	Reg: 819484	04/14/06	Active
TALOXIA	MEDPOINTE HEALTHCARE INC.	UNITED KINGDOM	5	Reg: 1390592	07/04/96	Active
AQUATENSEN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1951298	01/23/96	Active
ASK YOUR DOCTOR 'BOUT ASTELIN (SPECIAL FORM)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817358	02/17/06	Active
ASK YOUR DOCTOR 'BOUT ASTELIN AND DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817598	02/17/06	Active
ASTELIN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1395499	06/03/86	Active
ASTELIN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2070525	06/10/97	Active
ASTELIN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817480	02/17/06	Active
ASTELIN AND BOTTLE (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817861	02/17/06	Active
ASTELIN NASAL SPRAY & INVERTED TRIANGLE DESIGN I	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2130525	01/20/98	Active
CAPLET DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 3069262	03/14/06	Active
CARTER-WALLACE & C/W DEVICE	MEDPOINTE HEALTHCARE INC.	UNITED STATES	3	Reg: 825074	02/28/87	Active
CHEWABLE AND DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/868230	04/24/06	Active
DOVANGESIC	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1558739	10/03/89	Active
DEPEN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2274223	08/31/99	Active
DIUTENSEN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 711122	02/14/01	Active
EYE DESIGN (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/411676	04/30/04	Active
FELBATOL	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1817334	01/18/04	Active
FELBATOL F/FACE DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1865149	11/29/04	Active
INTRADERM SKIN PENETRANT SULFUR SOLUTION & DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 426283	12/24/86	Active

TRADEMARK

ABELMAN, FRAYNE & SCHWAB

Trademark	Owner	Country	Class(es)	Reg or App No	Date	Status
INTRADERM SKIN PENETRANT TCAP SOLUTION & DESIGN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 431018	07/01/87	Active
IT COULD BE ALLERGIES GETTIN' TO YOU, BUT IRRITANTS CAN CAUS	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817291	02/17/06	Active
LUFYLLIN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1412987	10/14/86	Active
MALTSUPEX	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 667322	09/23/98	Active
MEDPOINTE	MEDPOINTE, INC.	UNITED STATES	5, 10	App: 76/296730	08/09/01	Active
MEDPOINTE (STYLIZED)	MEDPOINTE, INC.	UNITED STATES	5, 10	App: 76/305709	08/28/01	Active
MEDPOINTE PHARMACEUTICALS (STYLIZED)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/213450	02/11/03	Active
MICRAININ	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 722159	10/03/01	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 648127	07/09/97	Active
MILTOWN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 605387	05/03/95	Active
MOUTH DESIGN (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/411706	04/30/04	Active
NOSE DESIGN (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/411772	05/01/04	Active
OPTIVAR	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2543490	02/26/02	Active
OPTIVAR DESIGN (IN COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2942137	04/19/05	Active
ORGANIDIN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1060598	03/08/97	Active
READY-SPRAY	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2979744	07/26/05	Active
REAL-EYES RELIEF	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/349344	01/08/04	Active
RYNA	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1212119	10/12/02	Active
RYNA-12 S	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2437589	03/20/01	Active
RYNA-12X	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2914717	12/28/04	Active
RYNA-BLUE	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/176624	10/21/02	Active
RYNA-C	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1072092	08/30/97	Active
RYNATAN	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 651112	09/03/97	Active
RYNATUSS	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 700841	07/12/00	Active
SILHOUETTE DESIGN (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	41	App: 78/817824	02/17/06	Active
SILHOUETTE DESIGN (COLOR)	MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817933	02/17/06	Active

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ABELMAN, FRAYNE & SCHWAB

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Owner	Country	Class(es)	Reg or App No	Date	Status
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2916547	01/04/05	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 687132	10/27/99	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 3069264	03/14/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 629855	07/03/96	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 3069263	03/14/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	41	App: 78/817521	02/17/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817250	02/17/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	41	App: 78/817787	02/17/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/817677	02/17/06	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1216340	11/16/02	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2324298	02/29/00	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2970364	07/19/05	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	App: 78/346920	12/31/03	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 1230791	03/15/03	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 2891174	10/05/04	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 696678	04/26/80	Active
MEDPOINTE HEALTHCARE INC.	UNITED STATES	5	Reg: 732993	06/19/02	Active
MEDPOINTE HEALTHCARE INC.	URUGUAY	1, 2, 3, 4, 5, + 12	Reg: 314523	12/27/68	Active
MEDPOINTE HEALTHCARE INC.	URUGUAY	9	Reg: 325951	11/01/00	Active
MEDPOINTE HEALTHCARE INC.	URUGUAY	9	Reg: 325950	11/01/00	Active
MEDPOINTE HEALTHCARE INC.	URUGUAY	5	Reg: 269815	05/16/97	Active
MEDPOINTE HEALTHCARE INC.	VENEZUELA	1, 3, 5	Reg: 60220	09/16/00	Active
MEDPOINTE HEALTHCARE INC.	VENEZUELA	5	Reg: P191849	10/31/96	Active
MEDPOINTE HEALTHCARE INC.	VENEZUELA	5	Reg: P178321	07/10/95	Active
MEDPOINTE HEALTHCARE INC.	VENEZUELA	6	Reg: 16230	10/26/90	Active
MEDPOINTE HEALTHCARE INC.	VENEZUELA	5	Reg: P195737	03/07/97	Active

TRADEMARK

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

B. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.