

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
Harmony Labs, Inc.		10/02/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association, as agent		
Street Address:	5080 Spectrum Drive		
Internal Address:	Suite 500 East		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2719232	ALOE BURST	
Registration Number:	1418865	COURTESIES	
Registration Number:	2003122	MEDIGEL	
Registration Number:	1900302	NATHERA	
Registration Number:	1884510	NATHERA	
Registration Number:	1534926	QUATRIX	
Registration Number:	1982537	THERA SUN	
Registration Number:	1810433	THERACORT	
Registration Number:	2008175	THERACURE	
Registration Number:	1790087	THERAGEN	
Registration Number:	1830099	THERAGEN	
Registration Number:	1456009	THERAGEN	
Registration Number:	2468232	THERALACTIN	

CH \$665.00 2719232

900059835

TRADEMARK
REEL: 003406 FRAME: 0071

Registration Number:	1981974	THERANAIL
Registration Number:	2024778	THERATEIN
Registration Number:	1456010	THERATEIN
Registration Number:	2942824	THEROXIDIL
Serial Number:	75153312	ALPHA REAGENTS
Serial Number:	74556944	MAUI ALOE
Serial Number:	74556945	MAUI GOLD
Serial Number:	74556950	MAUI SUN
Serial Number:	75221406	REAGENTS
Serial Number:	74538440	THERACAINE
Serial Number:	75190414	THERACEUTICALS
Serial Number:	78066687	THERACIDE
Serial Number:	74307212	QUATRIX

CORRESPONDENCE DATA

Fax Number: (214)855-4300

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2148554775

Email: awalker@jenkens.com

Correspondent Name: Andrea Walker

Address Line 1: 1445 Ross Avenue

Address Line 2: Suite 3700

Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	66596-14 HARMONY LABS
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	10/10/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, HARMONY LABS, INC. (successor by merger to Harmony Acquisition Inc.) ("Grantor"), owns the Trademarks (as defined in the Security Agreement), Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, the lenders party thereto and Wachovia Bank, National Association, as agent ("Secured Party"), have entered into that certain Credit Agreement dated October 2, 2006, providing for extensions of credit to be made to Grantor by such lenders; and

WHEREAS, pursuant to the terms of the Security Agreement dated October 2, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 2nd day of October, 2006.

Acknowledged:

GRANTOR:

HARMONY LABS, INC. (successor by merger
to Harmony Acquisition Inc.)

By: 

Name: William Lynch
Title: President

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By: _____

Name: Clint Bryant
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 2nd day of October, 2006.

Acknowledged:

GRANTOR:

HARMONY LABS, INC. (successor by merger
to Harmony Acquisition Inc.)

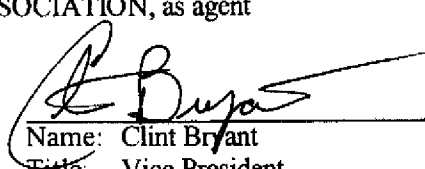
By: _____

Name: William Lynch
Title: President

SECURED PARTY:

WACHOVIA BANK, NATIONAL
ASSOCIATION, as agent

By: _____


Name: Clint Bryant
Title: Vice President

Schedule 1
to Trademark
Security Agreement

Owner of Record	Country of Registration	Trademark	Application No.	Registration No.
Harmony Labs, Inc.	United States	Aloe Burst		2,719,232
Harmony Labs, Inc.	United States	Alpha Reagents	75/153,312	
Harmony Labs, Inc.	United States	Courtesies		1,418,865
Harmony Labs, Inc.	United States	Maui Aloe	74/556,944	
Harmony Labs, Inc.	United States	Maui Gold	74/556,945	
Harmony Labs, Inc.	United States	Maui Sun	74/556,950	
Harmony Labs, Inc.	United States	Medigel		2,003,122
Harmony Labs, Inc.	United States	Nathera		1,900,302
Harmony Labs, Inc.	United States	Nathera		1,884,510
Harmony Labs, Inc.	United States	Quatrix		1,534,926
Harmony Labs, Inc.	United States	Quatrix (Stylized)	74/307,242	
Harmony Labs, Inc.	United States	Reagents	75/221,406	
Harmony Labs, Inc.	United States	Thera Sun		1,982,537
Harmony Labs, Inc.	United States	Theracaine	74/538,440	
Harmony Labs, Inc.	United States	Therapeutics	75/190,414	
Harmony Labs, Inc.	United States	Theracide	78/066,687	
Harmony Labs, Inc.	United States	Theracort		1,810,433
Harmony Labs, Inc.	United States	Theracure		2,008,175
Harmony Labs, Inc.	United States	Theragen		1,790,087
Harmony Labs, Inc.	United States	Theragen		1,830,099
Harmony Labs, Inc.	United States	Theragen (& Design)		1,456,009
Harmony Labs, Inc.	United States	Theralactin		2,468,232
Harmony Labs, Inc.	United States	Theranail		1,981,974
Harmony Labs, Inc.	United States	Theratein		2,024,778
Harmony Labs, Inc.	United States	Theratein (& Design)		1,456,010
Harmony Labs, Inc.	United States	Theroxidil		2,942,824

Schedule 1 to Trademark Security Agreement
DALLAS2 1198823v1 66596-00014

Trademark Licenses

None.

Trademark Applications

None.

Schedule 1 to Trademark Security Agreement
DALLAS2 1198823v1 66596-00014