

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
TEAMM Pharmaceuticals, Inc.		07/10/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd.
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	COMPANY: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2809479	RESPI-TANN
Registration Number:	2825194	TEAMM PHARMACEUTICALS
Registration Number:	2943009	XODOL
Serial Number:	78256754	XODOLOR
Serial Number:	78256753	XOLDOL
Serial Number:	78526598	XOPRO
Serial Number:	78526594	XOPROFEN
Serial Number:	78526592	XODOPRO

CORRESPONDENCE DATA

Fax Number: (212)202-6490
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: nytrademark@loeb.com
 Correspondent Name: Alison J. Dow
 Address Line 1: 345 Park Avenue
 Address Line 2: Loeb & Loeb LLP

CH \$215.00 2809479

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER: 203891-10014 (TEAMM)

NAME OF SUBMITTER: Alison J. Dow

Signature: /Alison J. Dow/

Date: 11/29/2006

Total Attachments: 8

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

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of July 10, 2006, is executed by TEAMM Pharmaceuticals, 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 April 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among certain other Assignors (as defined in the Security Agreement) and the Secured Party, and joined to by the Grantor on February 13, 2006, 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., TEAMM Pharmaceuticals, Inc. and The Analytica Group, Inc.

B. The Grantor (1) has adopted, used and is using 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 registered or applied for registration in the United States Patent and Trademark Office of the patents 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.

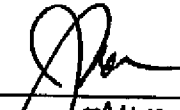
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition 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.

TEAMM PHARMACEUTICALS, INC.

By: 
Name: JAMES A. MCNULTY, CPA
Title: SECRETARY

LAURUS MASTER FUND, LTD.

By: 

Name: *EUGENE GRIN*

Title: *DIRECTOR.*

STATE OF Florida)
) ss.:
COUNTY OF Hillsborough

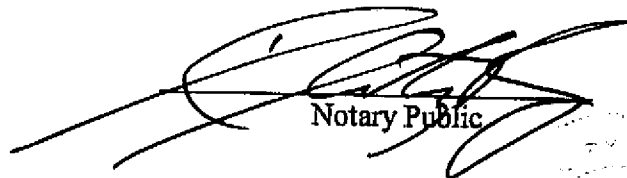
On this 10th day of July, 2006, before me personally came James
McNulty who, being by me duly sworn, did state as follows: that [s]he is
Secretary of TEAMM Pharmaceuticals, Inc. that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Michelle L. Brown
Notary Public

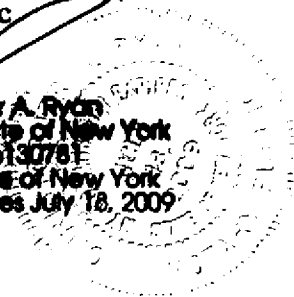


STATE OF New York)
COUNTY OF New York) ss.:

On this 10th day of July, 2006, before me personally came Eugene Grin who, being by me duly sworn, did state as follows: that he is a Director of Laurus Master Fund, Ltd., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

Christopher A. Ryan
Notary Public State of New York
No 01RY6130781
Qualified in State of New York
Commission Expires July 18, 2009



SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
"Respi-Tann"	2,809,479	01/27/04	USA
"TEAMM Pharmaceuticals"	2,825,194	03/23/04	USA
"XODOL"	2,943,009	04/19/05	USA
"XODOLOR"	78/256754	05/18/04	USA
ext to file Statement of Use	78/256753	11/16/04	
"XOLDOL"	78/256753	05/18/04	USA
ext to file Statement of Use	78/256753	11/16/04	
"XOPRO"	78/526598	12/07/04	USA
"XOPROFEN"	78/526594	12/07/04	USA
"XODOPRO"	78/526592	12/07/04	USA

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
Sustained Release Preparations - SRL Technologies, Inc.	02757428.4	05/13/04	European Union
Sustained Release Preparations - SRL Technologies, Inc.	10/230,263	08/29/02	USA
Sustained Release Preparations - SRL Technologies, Inc.	PCT/US02/27401	08/29/02	PCT
Sustained Release Preparations - SRL Technologies, Inc.	91119525	08/28/02	Taiwan