

12-28-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RECORDATION 103354095

MRD 12/28/06

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Winstrol, LLC

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 22, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Merrill Lynch Capital, a division of
Name: Merrill Lynch Business Financial Services Inc.

Internal
Address: 16th Floor
Street Address: 222 N. LaSalle Street
City: Chicago
State: IL
Country: U.S.A. Zip: 60601

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
725,841

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Magdalini Rizakos

Internal Address: c/o Latham & Watkins

Sears Tower, Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9767

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Magdalini Rizakos
Signature

AID SIGNED
Date December 26, 2006

12/28/2006 **DBYRNE** 00000029 725841 Magdalini Rizakos
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to: **RECEIVED**
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-4450

01 FC:8521
02 FC:8523

TRADEMARK
REEL: 003451 FRAME: 0844

**MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS**

THIS MASTER REAFFIRMATION AND AMENDMENT TO SECURITY DOCUMENTS ("Master Reaffirmation") is made as of December 22, 2006, by and among OVATION PHARMACEUTICALS, INC., an Illinois corporation ("Borrower"), OVATION HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), OVATION PHARMACEUTICALS SERVICES, LLC, a Delaware limited liability company ("Ovation Services"), WINSTROL, LLC, an Illinois limited liability company ("Winstrol" and, together with Borrower, Holdings and Ovation Services, the "Debtors" and each a "Debtor"), and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent ("Merrill Lynch" and "Administrative Agent"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Borrower, the financial institutions from time to time parties thereto, each as a lender (the "Existing Lenders"), and Merrill Lynch, as administrative agent, are parties to that certain Credit Agreement dated as of August 10, 2005 (as amended or supplemented from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, Borrower, the financial institutions from time to time parties thereto, each as a Lender (the "Lenders"), and Merrill Lynch, as Administrative Agent, are parties to that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified or extended from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement;

WHEREAS, Debtors have previously executed and delivered to Administrative Agent, for the benefit of the Existing Lenders and Administrative Agent, various guaranty, security and related documents in connection with the Existing Credit Agreement; and

WHEREAS, it is a condition precedent to making the loans, advances and other financial accommodations of Administrative Agent and Lenders under the Credit Agreement that the Debtors enter into this Master Reaffirmation to acknowledge and agree that the Continuing Security Documents (as hereinafter defined) and the liens, security interests and guarantees granted and issued thereunder, secure and guarantee the Obligations under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Continuing Security Documents. "Continuing Security Documents" as used herein shall mean, collectively:
 - a. the Security Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Borrower Security Agreement"),

dated as of August 10, 2005 among Borrower and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

b. the Security Agreement (together with all amendments, supplements and counterparts, if any, from time to time thereto, the "Guarantor Security Agreement"), dated as of August 10, 2005 among Holdings, Ovation Services, Winstrol, Borrower and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

c. the Patent Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Patent Security Agreement"), dated as of August 10, 2005, between Borrower, as Grantor, and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

d. the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Borrower Trademark Security Agreement"), dated as of August 10, 2005, between Borrower, as Grantor, and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

e. the Trademark Security Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Winstrol Trademark Security Agreement"), dated as of August 10, 2005, between Winstrol, as Grantor, and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

f. the Pledge Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Borrower Pledge Agreement"), dated as of August 10, 2005, between Borrower, as Pledgor, and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

g. the Pledge Agreement (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Guarantor Pledge Agreement"), dated as of August 10, 2005, between Holdings, as Pledgor, and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

h. the Guaranty (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Guaranty"), dated as of August 10, 2005, between Holdings, Ovation Services, Winstrol and Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders;

i. the Agreement re: Pledged Accounts (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Pledged Accounts Agreement"), dated as of June 30, 2005, between Borrower, Merrill Lynch, in its capacity as Administrative Agent for the Existing Lenders, and LaSalle Bank National Association;

j. the Equitable Mortgage of Shares (together with all amendments, supplements, and counterparts, if any, from time to time thereto, the "Equitable Mortgage"), dated as of August 10, 2005, between Borrower (as successor in interest to Ovation Pharmaceuticals, LLC) and Merrill Lynch as Administrative Agent for the Existing Lenders; and

k. each other Security Document (as defined in the Existing Credit Agreement) to which any Debtor is a party.

2. Amendments to Continuing Security Documents.

a. Cross references in the Continuing Security Documents to particular section references in the Existing Credit Agreement, as applicable, shall be deemed to be cross references to the corresponding sections, as applicable, of the Credit Agreement.

b. Attached hereto is Schedule I, which contains the information required to be set forth on the schedules to the Borrower Security Agreement, which information is current as of the date hereof.

c. Attached hereto is Schedule II, which contains the information required to be set forth on the schedules to the Guarantor Security Agreement, which information is current as of the date hereof.

d. Attached hereto is Schedule III, which contains the information required to be set forth on the Schedule to the Patent Security Agreement, which information is current as of the date hereof.

e. Attached hereto is Schedule IV, which contains the information required to be set forth on the Schedule to the Borrower Trademark Security Agreement, which information is current as of the date hereof.

f. Attached hereto is Schedule V, which contains the information required to be set forth on the Schedule to the Winstrol Trademark Security Agreement, which information is current as of the date hereof.

g. Attached hereto is Schedule VI, which contains the information required to be set forth on the Schedule to the Borrower Pledge Agreement, which information is current as of the date hereof.

h. Attached hereto is Schedule VII, which contains the information required to be set forth on the Schedule to the Guarantor Pledge Agreement, which information is current as of the date hereof.

3. Reaffirmation. In connection with the execution and delivery of the Credit Agreement each Debtor, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, or in other similar capacities, as applicable, in which such Debtor grants liens or security interests in its properties or otherwise acts as an accommodation party or guarantor, as the case may be, in any case under any one or more Continuing Security Documents to which it is a party, ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of such Continuing Security Documents to which it is a party as deemed amended pursuant to Section 2 of this Master Reaffirmation. To the extent Debtors granted liens on or security interests in any of its properties pursuant to any such Continuing Security Document as security for the Obligations under or with respect to the Existing Credit Agreement and the other Financing Documents (as defined in the Existing Credit Agreement), Debtors hereby ratify and reaffirm such grant of

security and confirm and agree that such liens and security interests hereafter secure all of the Obligations under the Credit Agreement and the other Financing Documents. In each case each reference in such Continuing Security Documents to the obligations secured thereby shall be construed to hereafter mean and refer to the Obligations under the Credit Agreement and the Continuing Security Documents. Each Debtor hereby consents to the terms and conditions of the Credit Agreement and reaffirms its guaranty of all of the Obligations under or with respect to the Credit Agreement and the other Financing Documents. Each Debtor acknowledges receipt of a copy of the Credit Agreement and acknowledges that each of the Continuing Security Documents to which such Debtor is a party remains in full force and effect, and as hereby modified, ratified and confirmed. The execution of this Master Reaffirmation shall not operate as a waiver of any right, power or remedy of the Administrative Agent or Lenders, nor constitute a waiver of any provision of any of the Continuing Security Documents nor constitute a novation of any of the Obligations under the Credit Agreement or Continuing Security Documents as amended pursuant to Section 2 of this Master Reaffirmation.

4. Successors and Assigns. This Master Reaffirmation shall be binding upon the Debtors and upon their respective successors and assigns and shall inure to the benefit of Administrative Agent and the Lenders and their respective successors and assigns. The successors and assigns of such entities shall include, without limitation, their respective receivers, trustees, or debtors-in-possession.

5. Further Assurances. Each Debtor hereby agrees from time to time, as and when requested by Administrative Agent to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Administrative Agent may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Master Reaffirmation and any Security Documents to which such Debtor is a party.

6. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

7. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

8. Severability. Wherever possible, each provision of this Master Reaffirmation shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master Reaffirmation shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Master Reaffirmation.

9. Merger. This Master Reaffirmation represents the final agreement of the parties hereto with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or prior or subsequent oral agreements, among any of the Borrower, Administrative Agent or the Lenders.

10. Execution in Counterparts. This Master Reaffirmation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

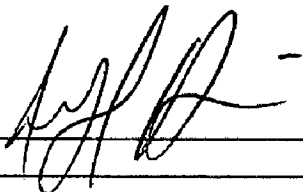
11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

*Balance of Page Intentionally Left Blank
- Signature Page Follows -*

WITNESS the due execution of this Master Reaffirmation by the respective duly authorized officers of the undersigned as of the date first written above.

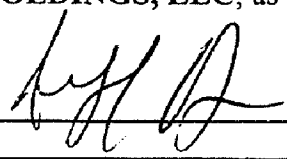
DEBTORS

OVATION PHARMACEUTICALS, INC., as Debtor

By 
Title _____

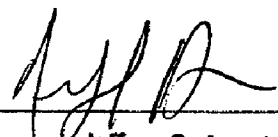
**Jeffrey S. Aronin
President & CEO**

OVATION HOLDINGS, LLC, as Debtor

By 
Title _____

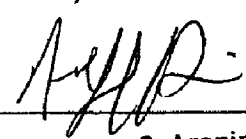
**Jeffrey S. Aronin
President & CEO**

OVATION PHARMACEUTICALS SERVICES, LLC, as Debtor

By 
Title _____

**Jeffrey S. Aronin
President & CEO**

WINSTROL, LLC, as Debtor


By 
Title _____

**Jeffrey S. Aronin
President & CEO**

[Signature Page to Master Reaffirmation and Amendment to Collateral Documents]

ADMINISTRATIVE AGENT

**MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent**

By: 
Name: Faraaz Kamran
Title: Vice President

[Signature Page to Master Reaffirmation and Amendment to Collateral Documents]

SCHEDULE I
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS
BORROWER SECURITY AGREEMENT SCHEDULES

Schedule 3.3

Collateral Locations, Chief Executive Office

Chief Executive Office:

4 Parkway North, Suites 100, 200 and 300
Deerfield, Illinois 60015

Collateral Locations:

100 Corporate Drive, Suites 104 and 105
Lebanon, New Jersey 08833

4 Parkway North, Suite 200
Deerfield, Illinois 60015

Collateral Locations (Inventory):

15 Ingram Blvd, Suite 100
LaVergne, TN 37086

3001 Red Lion Road
Philadelphia, PA 19114

8900 Capital Blvd
Raleigh, NC 27616

Schedule 3.5

Federal Registration Collateral

U.S. Patents

20030082249
6,090,979
5,208,345
5,380,936
5,473,099
5,512,698
5,440,065
5,316,944
5,292,943
5,464,869
D300,879

U.S. Trademarks

<u>Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
Cosmegen	759,115	10/29/63
Elspar	920,555	09/21/71
Mustargen	566,271	11/04/52
Panhematin	1,317,567	02/05/85
Peganone	627,656	05/29/56
Desoxyn	1,521,495	01/24/89
Desoxyn Gradumet	687,128	10/27/59
Mebaral	321,093	01/15/35
Nembutal	285,003	07/14/31
Sabril	1,366,276	10/22/85
T and Design	1,583,299	02/20/90
T-Tab	1,598,120	05/29/90
Ovation Logo	3,022,457	12/06/05
Ovation Pharmaceuticals	3,022,458	12/06/05
Chemet	1,443,827	06/23/87

Trademark Applications

<u>Description</u>	<u>Application No.</u>	<u>Date Applied</u>
Sabril	78/592,387	03/22/05
Sabrovil	78/779,408	12/22/05
Ovation Logo	78/725,983	10/04/05
Zabriga	78/779,481	12/22/05

Schedule 3.9

**Chattel Paper, Letter-of-Credit Rights, Commercial Tort Claims, Documents,
Titled Equipment**

None

Schedule 3.10

Deposit and Securities Accounts

LaSalle Bank National Association Accounts

5800360835

5800360827

SCHEDULE II
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS
GUARANTOR SECURITY AGREEMENT SCHEDULES

Schedule 3.3

Collateral Locations, Chief Executive Office

Chief Executive Office:

4 Parkway North, Suite 200
Deerfield, Illinois 60015

Collateral Locations:

100 Corporate Drive, Suites 104 and 105
Lebanon, New Jersey 08833

4 Parkway North, Suite 200
Deerfield, Illinois 60015

Collateral Locations (Inventory):

15 Ingram Blvd, Suite 100
LaVergne, TN 37086

3001 Red Lion Road
Philadelphia, PA 19114

8900 Capital Blvd
Raleigh, NC 27616

Schedule 3.5

Federal Registration Collateral

U.S. Trademarks:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Winstrol	725,841	1/02/62

Schedule 3.9

**Chattel Paper, Letter-of-Credit Rights, Commercial Tort Claims, Documents,
Titled Equipment**

None

Schedule 3.10

Deposit and Securities Accounts

LaSalle Bank National Association Accounts:

Holdings	5800360900
Ovation Services	5800430224, 5800430968
Winstrol	5800430638

SCHEDULE III
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS

PATENT SECURITY AGREEMENT SCHEDULE

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Compositions containing capsaicin and its derivatives, and their use in treating mucositis	20030082249
Process for the production of vinyl-GABA	6,090,979
Process for the productino of (S)-vinyl and allenyl gaba	5,208,345
Process for preparing 4-amino-5-hexenoic acid	5,380,936
Ethyl 4-trichloroacetamido-4-hexenoate	5,473,099
Ethyl 6-formyloxy-4-hexenoate	5,512,698
Process for preparing 4-amino-5-hexenoic acid	5,440,065
Enzymatic resolution of a racemic mixture of gamma-amino acids using penicillin acylase	5,316,944
Method for the preparation of low odor 2, 3-dimercaptosuccinic acid	5,292,943
Use of dimercaptan acids, salts and metabolites thereof as antiretroviral treatments	5,464,869
Pharmaceutical tablet or similar article (Design)	D300,879

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
NONE		

SCHEDULE IV
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS

BORROWER TRADEMARK SECURITY AGREEMENT SCHEDULE

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
Cosmegen	759,115	10/29/63
Elspar	920,555	09/21/71
Mustargen	566,271	11/04/52
Panhematin	1,317,567	02/05/85
Peganone	627,656	05/29/56
Desoxyn	1,521,495	01/24/89
Desoxyn Gradumet	687,128	10/27/59
Mebaral	321,093	01/15/35
Nembutal	285,003	07/14/31
Sabril	1,366,276	10/22/85
T and Design	1,583,299	02/20/90
T-Tab	1,598,120	05/29/90
Ovation Logo	3,022,457	12/06/05
Ovation Pharmaceuticals	3,022,458	12/06/05
Chemet	1,443,827	06/23/87

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Sabril	78/592,387	03/22/05
Sabrovil	78/779,408	12/22/05
Ovation Logo	78/725,983	10/04/05
Zabriga	78/779,481	12/22/05

SCHEDULE V
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS

WINSTROL TRADEMARK SECURITY AGREEMENT SCHEDULE

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
WINSTROL	725,841	01/02/62

SCHEDULE VI
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS

BORROWER PLEDGE AGREEMENT SCHEDULE

Exhibit A

Identification of Pledged Securities

Issuer	Class or Other Description of Pledged Securities	Certificate Number (if applicable)	Number of Pledged Securities	Total Outstanding Securities	Percentage of Total Outstanding Securities Pledged
Ovation Pharmaceuticals Services, LLC	N/A	N/A	N/A	N/A	100%
Winstrol, LLC	N/A	N/A	N/A	N/A	100%

SCHEDULE VII
to
MASTER REAFFIRMATION
AND AMENDMENT TO SECURITY DOCUMENTS
GUARANTOR PLEDGE AGREEMENT SCHEDULE

[To be confirmed by Borrower]

Exhibit A

Identification of Pledged Securities

Ovation Holdings, LLC:

Issuer	Class or Other Description of Pledged Securities	Certificate Numbers (if applicable)	Number of Pledged Securities	Total Outstanding Securities	Percentage of Total Outstanding Securities Pledged
Ovation Pharmaceuticals, Inc. (an Illinois corporation)	Common Shares	8, 9 and 10	109,910,820.27	[110,070,820.27] To be updated by Ovation	[99.85%] To be updated by Ovation