OF \$40.00 31960

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ricerca Biosciences, LLC		103/08/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Healthcare LLC, as Administrative Agent
Street Address:	305 Fellowship Road
Internal Address:	Suite 300
City:	Mount Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3196015	EQUO

CORRESPONDENCE DATA

Fax Number: (919)416-8363

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

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 021363.7SARICERCABIOJES

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

REEL: 003499 FRAME: 0930

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Date:	03/15/2007
Total Attachments: 3	
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TRADEMARK REEL: 003499 FRAME: 0931

SECURITY AGREEMENT

WHEREAS, RICERCA BIOSCIENCES, LLC, a Delaware limited liability company (herein referred to as "<u>Grantor</u>"), has adopted, used and is using the trademarks listed on the annexed <u>Schedule 1</u> annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, Grantor is obligated to CIT Healthcare LLC, as administrative agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of March 8, 2007 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 6th Floor, New York, New York 10017.

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IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the day of March, 2007.

RICERCA BIOSCIENCES, LLC

Name:

itle: TREASURE

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Schedule 1

Ricerca Biosciences LLC (Delaware Corporation)

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
EQUO	3196015	01/09/07

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RECORDED: 03/15/2007

TRADEMARK

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