# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Security Agreement

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Strakan International Limited		03/27/2007	COMPANY: BERMUDA

#### **RECEIVING PARTY DATA**

Name:	Morgan Stanley Bank International Limited		
Street Address:	25 Cabot Square, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4Q\$		
Entity Type:	COMPANY: UNITED KINGDOM		

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2824580	ITNOGEN
Registration Number:	2900107	RECTOGESIC
Registration Number:	2814630	SANCUSO
Registration Number:	2660062	TOSTRELLE
Registration Number:	2852504	XOMOLIX
Registration Number:	2859382	ZOMOVIR
Serial Number:	77096631	CELLEGESIC
Serial Number:	77096624	FORTIGEL

## **CORRESPONDENCE DATA**

900073130

Fax Number: (212)735-2000

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

Phone: 212-735-3000

Email: rschloss@skadden.com

Correspondent Name: Resa Schlossberg

Address Line 1: Skadden, Arps, slate, Meagher & Flom LLP

TRADEMARK REEL: 003511 FRAME: 0844 \$215,00

Address Line 2: Four Times Square Address Line 4: New York, NEW YORK 10036				
ATTORNEY DOCKET NUMBER:	695220/82			
DOMESTIC REPRESENTATIVE				
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:				
NAME OF SUBMITTER:	Resa Schlossberg			
Signature:	/Resa Schlossberg/			
Date:	03/30/2007			
Total Attachments: 2 source=US Trademark#page1.tif				

source=US Trademark#page2.tif

TRADEMARK REEL: 003511 FRAME: 0845

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") dated March 27, 2007, is made by Strakan International Limited, a Bermudan company having a registered office at The Penthouse, 5th Floor, Washington Mall I, Church Street, Hamilton, HM1186, Bermuda (the "Assignor") in favor of Morgan Stanley Bank International Limited, a company incorporated in England and Wales, with its registered office at 25 Cabot Square, Canary Wharf, London E14 4QA England, in its capacity as Security Trustee for the Finance Parties (together with any permitted successors and assigns, the "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Debenture (as hereinafter defined).

WHEREAS, the Assignor has entered into a Debenture dated March 27, 2007, in favor of Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Debenture");

WHEREAS as collateral security for all of the Secured Obligations, Assignor has in the Debenture pledged, granted and assigned to Assignee for the benefit of the Finance Parties a continuing security interest in, among other collateral, all assignor's Intellectual Property and Intellectual Property Rights, including but not limited to all of Assignor's Trademarks and trademark applications (as such terms are defined in the Debenture) (collectively, the "Collateral"):

WHEREAS, Assignor is the owner of the United States trademarks, trademark registrations and trademarks applications listed on the annexed Schedule A;

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Debenture, as collateral security for all of the Secured Obligations, Assignor hereby pledges, grants, assigns and charges to the Assignee for the benefit of the Finance Parties a continuing security interest in the trademarks, trademark registrations and trademark applications on Schedule A hereto and confirms that such trademarks, trademark registrations and trademark applications are part of the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Debenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

Strakan International Limited

By: About M Can
Name: Avolar M Lens
Title: Andator

# Schedule A

# **Trademarks**

Trademark	App. No.	App. Date	Reg. No. Reg. Dat		Record Owner	Status
CELLEGESIC	77-096,631	2/1/2007			Strakan International Limited	Pending
FORTIGEL	77-096,624	2/1/2007			Strakan International Limited	Pending
ITNOGEN	76-460,344	10/17/2002	2,824,580	3/23/2004	Strakan International Limited	Registered
RECTOGESIC	76-089,287	7/14/2000	2,900,107	11/2/2004	Cellegy Pharmaceuticals Inc.†	Registered
SANCUSO	76-460,343	4/17/2002	2,814,630	10/17/2002	Strakan International Ltd	Registered
TOSTRELLE	75-894,751	1/12/2000	2,660,062	12/10/2002	Cellegy Pharmaceuticals, Inc.†	Registered
XOMOLIX	76-402,558	4/30/2002	2,852,504	6/15/2004	Strakan International Limited	Registered
ZOMOVIR	76-402,557	4/30/2002	2,859,382	7/6/2004	Strakan International Limited	Registered

<sup>†:</sup> Pursuant to an assignment dated Nov. 26, 2006, these trademarks have been assigned to Strakan International Limited.

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**RECORDED: 03/30/2007**