

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Discovery Laboratories, Inc.		05/21/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.
<b>Street Address:</b>	222 N. LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	76555375	PULMOSURF
Serial Number:	76555378	PREMISURF
Serial Number:	76555377	RESPISURF
Serial Number:	76555385	AEROSURF
Serial Number:	76555384	AEROFACT
Serial Number:	76555380	AFECTAIR
Serial Number:	76555382	ACTISURF
Serial Number:	76555379	NEOSURF
Serial Number:	76617347	WARMING CRADLE
Serial Number:	78577412	DISCOVERYLABS
Serial Number:	78577978	INSPIRED INNOVATION
Serial Number:	78595884	INSPIRATION DELIVERED
Serial Number:	78577422	ADVANCING INSPIRATION
Serial Number:	78577433	NEOFAX

OP \$415.00 76555375

Serial Number:	78577457	SURFEXA
Serial Number:	78697409	SURFAXIN

**CORRESPONDENCE DATA**

Fax Number: (404)962-6836  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-885-3697  
Email: trademarks@troutmansanders.com  
Correspondent Name: Anne E. Yates  
Address Line 1: 600 Peachtree Street, N.E.  
Address Line 2: Troutman Sanders LLP - Suite 5200  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	37807.16
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/aey/
Date:	05/31/2007

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21<sup>st</sup> day of May, 2007, by Discovery Laboratories, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("Grantee"):

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of 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, and trademark applications (each, a "Trademark"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

**(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.**

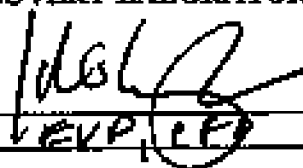
**[Signature page follows.]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DISCOVERY LABORATORIES, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_



Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DISCOVERY LABORATORIES, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.

By: Ching Yeh  
Its: VP

**SCHEDULE 1****TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0100</u>	<u>PULMOSURE</u>	<u>76/555375</u>	<u>Allow to abandon</u>	
<u>D2625.0101</u>	<u>PULMOSURE</u>	<u>003434099</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0102</u>	<u>PREMISURE</u>	<u>76/555378</u>	<u>Allow to abandon</u>	
<u>D2625.0103</u>	<u>PREMISURE</u>	<u>003434421</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0104</u>	<u>RESPISURE</u>	<u>76/555377</u>	<u>Statement of Use deadline extended to 5/3/07</u>	
<u>D2625.0105</u>	<u>RESPISURE</u>	<u>003434875</u>		<u>Registered (Renewal due 10/29/2013)</u>
<u>D2625.0106</u>	<u>HUMASURE</u>	<u>76/555376</u>	<u>Abandoned</u>	
<u>D2625.0107</u>	<u>HUMASURE</u>	<u>003432424</u>		<u>Abandoned</u>
<u>D2625.0108</u>	<u>AEROSURE</u>	<u>76/555385</u>	<u>Statement of Use deadline extended to 8/16/07</u>	
<u>D2625.0109</u>	<u>AEROSURE</u>	<u>003434677</u>		<u>Opposition pending</u>
<u>D2625.0110</u>	<u>AEROFACT</u>	<u>76/555384</u>	<u>Statement of Use deadline extended to 5/9/07</u>	
<u>D2625.0111</u>	<u>AEROFACT</u>	<u>003434371</u>		<u>Allow to become abandoned</u>
<u>D2625.0112</u>	<u>TRUSURE</u>	<u>76/555383</u>	<u>Abandoned</u>	
<u>D2625.0113</u>	<u>TRUSURE</u>	<u>003437051</u>		<u>Abandoned</u>
<u>D2625.0114</u>	<u>HUMANACT</u>	<u>76/555381</u>	<u>Abandoned</u>	
<u>D2625.0115</u>	<u>HUMANACT</u>	<u>003441995</u>		<u>Abandoned</u>
<u>D2625.0116</u>	<u>APECTAIR</u>	<u>76/555380</u>	<u>Statement of Use deadline extended to 5/9/07</u>	
<u>D2625.0117</u>	<u>APECTAIR</u>	<u>003432598</u>		<u>Registered (Renewal due 10/23/2013)</u>

<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0118</u>	<u>ACTISURE</u>	<u>76/555392</u>	<u>Statement of Use deadline extended to 5/3/07</u>	
<u>D2625.0119</u>	<u>ACTISURE</u>	<u>003442051</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0120</u>	<u>NEOSURE</u>	<u>76/555379</u>	<u>Statement of Use deadline extended to 5/7/07</u>	
<u>D2625.0121</u>	<u>NEOSURE</u>	<u>003434487</u>		<u>Registered (Renewal due 10/23/2013)</u>
<u>D2625.0122</u>	<u>WARMING CRADLE</u>	<u>76/617347</u>	<u>Statement of Use deadline extended to 7/24/07</u>	
<u>D2625.0123</u>	<u>WARMING CRADLE</u>	<u>004067336</u>		<u>Registered (Renewal due 10/16/2014)</u>
<u>D2625.0125</u>	<u>DISCOVERYLABS</u>	<u>78/577412</u>	<u>Statement of Use deadline extended to 8/21/07</u>	
<u>D2625.0126</u>	<u>DISCOVERYLABS</u>	<u>004296737</u>		<u>Opposition filed by Dentaurum JP - settlement negotiations</u>
<u>D2625.0127</u>	<u>INSPIRED INNOVATION</u>	<u>78/572978</u>	<u>Statement of Use due 5/28/07</u>	
<u>D2625.0139</u>	<u>INSPIRED INNOVATION</u>	<u>004296745</u>		<u>Appeal denied.</u>
<u>D2625.0128</u>	<u>INSPIRATION DELIVERED</u>	<u>78/595884</u>	<u>Pending (Final rejection issued 6/21/06)</u>	
<u>D2625.0132</u>	<u>INSPIRATION DELIVERED</u>	<u>004365706</u>		<u>Registered (Renewal due 3/31/2006)</u>
<u>D2625.0129</u>	<u>ADVANCING INSPIRATION</u>	<u>78/577422</u>	<u>Statement of Use due 5/21/07</u>	

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TRADEMARK  
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<u>FILE NO.</u>	<u>TRADEMARK</u>	<u>APPLN./REG. NO.</u>	<u>U.S.</u>	<u>CTM</u>
<u>D2625.0131</u>	<u>ADVANCING INSPIRATION</u>	<u>004298105</u>		<u>Registered (Renewal due 2/28/2015)</u>
<u>D2625.0133</u>	<u>NEOFAX</u>	<u>004238523</u>		<u>Registered (Renewal due 1/14/2015)</u>
<u>D2625.0134</u>	<u>NEOFAX</u>	<u>78/577433</u>	<u>Agreement with Novartis</u>	
<u>D2625.0135</u>	<u>SURFEXA</u>	<u>004238473</u>		<u>Registered (Renewal due 1/14/2015)</u>
<u>D2625.0136</u>	<u>SURFEXA</u>	<u>78/577457</u>	<u>Statement of Use deadline extended to 4/18/07</u>	
<u>D2625.0137</u>	<u>LUCINEX</u>	<u>004238374</u>		<u>Withdrawn</u>
<u>D2625.0138</u>	<u>LUCINEX</u>	<u>78/577448</u>	<u>Abandoned</u>	
<u>D2625.0140</u>	<u>INSPIRATION INSIDE</u>	<u>78/577428</u>	<u>Abandoned</u>	
<u>D2625.0141</u>	<u>SURFAXIN INSIDE</u>	<u>004297693</u>		<u>Abandoned</u>
<u>D2625.0142</u>	<u>SURFAXIN &amp; Design</u>	<u>78/697409</u>	<u>Statement of Use due 8/29/07</u>	
<u>D2625.0143</u>	<u>SURFAXIN &amp; Design</u>	<u>004607891</u>		<u>Registered (Renewal due 8/25/2015)</u>