

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Minrad Inc.		06/15/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	First Niagara Bank
Street Address:	6950 South Transit Road
Internal Address:	P.O. Box 514
City:	Lockport
State/Country:	NEW YORK
Postal Code:	14095-0514
Entity Type:	Federally Chartered Financial Institution: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	76663514	SOJOURN
Serial Number:	76664567	MINRAD INC.
Serial Number:	76664599	SABRESOURCE
Serial Number:	77155154	TORRANE
Serial Number:	77163608	VERRANE

**CORRESPONDENCE DATA**

Fax Number: (716)849-0349  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Correspondent Name: Rachel S. Watt  
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CH \$140.00 76663514

ATTORNEY DOCKET NUMBER:	026403.00294 FNB
NAME OF SUBMITTER:	Rachel S. Watt
Signature:	/rachel s. watt/
Date:	07/26/2007
Total Attachments: 3 source=Executed Collateral Assignment of Trademarks1#page1.tif source=Executed Collateral Assignment of Trademarks1#page2.tif source=Executed Collateral Assignment of Trademarks1#page3.tif	

## COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks dated as of June 15, 2007 (the "Agreement"), between MINRAD INC., a Delaware corporation (together with its successors and assigns, the "Assignor"), and FIRST NIAGARA BANK, a federally chartered financial institution (together with its successors and assigns, the "Secured Party"):

### RECITALS:

(1) This Agreement is made pursuant to certain financing in the principal amount not to exceed \$5,000,000 (the "Financing"), evidenced, in part, by a certain note dated of even date by Assignor to Secured Party (such note, as amended, restated, renewed, replaced or otherwise modified from time to time, the "Note").

(2) In connection with the Note and the Financing, Assignor is a party to a certain General Security Agreement, dated this date (as amended, restated or otherwise modified from time to time, the "Security Agreement") from Assignor to Secured Party, pursuant to which Assignor has granted to Secured Party a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees with Secured Party as follows:

Section 1. Defined Terms. Terms used herein without definition have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, Assignor hereby assigns, transfers, conveys and grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any other office, agency or other governmental authority of any state, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Security Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Security Agreement. This Agreement has been entered into by Assignor and Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between Assignor, as debtor, and Secured Party. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MINRAD INC.

By: William H. Burns, Jr.  
William H. Burns, Jr., Chief Executive Officer

Accepted and acknowledged by:  
FIRST NIAGARA BANK

By: Penny Hokanson  
Penny Hokanson, Vice President

**Schedule A  
to  
Collateral Assignment of Trademarks**

<b>Trademark Application</b>	<b>Serial No.</b>	<b>Registration Date</b>
SOJOURN	76/663,514	07/24/2006
MINRAD INC & DESIGN	76/664,567	08/14/2006
SABRESOURCE	76/664,599	08/14/2006
TORRANE	77/155,154	04/12/2007
VERRANE	77/163,608	04/23/2007