

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triax Pharmaceuticals, LLC		08/31/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Laminar Direct Capital L.P., as Collateral Agent
Street Address:	10000 Memorial Drive
Internal Address:	Suite 500
City:	Houston
State/Country:	TEXAS
Postal Code:	70024
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3150767	TRETIN X
Registration Number:	0877677	MINOCIN
Registration Number:	2136591	LOCOID LIPOCREAM
Registration Number:	1058915	LOCOID
Serial Number:	78727602	T3
Serial Number:	78727600	T3
Serial Number:	78682421	TRIAx PHARMACEUTICALS

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

OP \$190.00 3150767

Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	033532.075 NTTRIAX JES/KA
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	09/25/2007

Total Attachments: 4
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of August 31, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), and Laminar Direct Capital L.P., as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
	See Schedule 1 attached hereto.	

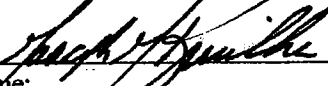
TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
	See Schedule 1 attached hereto.	

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

TRIAx PHARMACEUTICALS, LLC

By: 
Name: _____
Title: _____

Acknowledged and Accepted:

LAMINAR DIRECT CAPITAL L.P., as Collateral Agent

By: Robert J. Ladd

Name: Robert Ladd

Title: Authorized Signatory

Schedule 1

**Triax Pharmaceuticals, LLC
(Delaware LLC)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
TRETIN X	3150767	10/03/06
MINOCIN	0877677	09/30/69
LOCOID	2136591	02/17/98
LOCOID LIPOCREAM	1058915	02/15/77

Pending Applications

Mark	Application No.	Filing Date
T3	78727602	10/06/05
T3	78727600	10/06/05
TRIAx PHARMACEUTICALS	78682421	06/27/06