

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lev Pharmaceuticals, Inc.		11/02/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mast Capital Management, LLC, as collateral agent		
<b>Street Address:</b>	535 Boylton Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76636322	LEV PHARMA	
<b>Serial Number:</b>	76638194	SERPINEX	
<b>Serial Number:</b>	77264508	LEVCARE	
<b>Serial Number:</b>	77212447	CPLENISH	
<b>Serial Number:</b>	77212428	CINRYZE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	240792-6		

**CH \$140.00 76636322**

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	11/06/2007
<b>Total Attachments: 5</b> source=Trademark Security Agreement (LEV)#page1.tif source=Trademark Security Agreement (LEV)#page2.tif source=Trademark Security Agreement (LEV)#page3.tif source=Trademark Security Agreement (LEV)#page4.tif source=Trademark Security Agreement (LEV)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2007, is between the undersigned ("Grantor") and Mast Capital Management, LLC, in its capacity as collateral agent (the "Collateral Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS pursuant to the terms of that certain Term Loan Agreement, dated as of November 2, 2007 (as it may be amended or modified from time to time the "Credit Agreement") by and among Lev Pharmaceuticals, Inc., a Delaware corporation ("Lev"), and Lev Development Corp., a Delaware corporation ("Development" and Lev, each a "Borrower" and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and Mast Capital Management, LLC as administrative agent and collateral agent (the "Agent"), the Agent and the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Pledge and Security Agreement, dated as of November 2, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and the Collateral Agent, Grantor granted to the Collateral Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of the Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that the Collateral Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement and Security Agreement and used herein have the meaning given to them in the Credit Agreement and Security Agreement, as applicable.

### ***Section 2. Grant of Security Interest in Trademarks***

Grantor hereby grants to the Collateral Agent a security interest in, and continuing lien on, all of Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks, any other applicable United States government officer or any applicable foreign government office record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

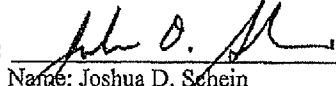
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

LEV PHARMACEUTICALS, INC.

By:   
Name: Joshua D. Schein  
Title: Chief Executive Officer


*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 003655 FRAME: 0667**

COLLATERAL AGENT:

MAST CAPITAL MANAGEMENT, LLC

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

  
Name: John S. Ehlinger  
Title: Partner

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Lev Pharmaceuticals, Inc. - U.S. Registered Trademarks and Pending Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration (Application) Number</b>	<b>Registration (Filing) Date</b>	<b>Class(es)</b>	<b>Status</b>
LEV PHARMA	United States	(76/636,322)	(4/18/2005)	42	OPPOSED
SERPINEX	United States	(76/638,194)	(5/9/2005)	5	ALLOWED
LEVCARE	United States	77/264508	(8-27-07)		PENDING
CPLENISH	United States	77/212447	(6-21-07)		PENDING
CINRYZE	United States	77/212428	(6-21-07)		PENDING