

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACP Lantern Acquisition, Inc.		01/08/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1484982	CARDIOLITE
Registration Number:	2478324	DEFINITY
Registration Number:	2276361	MIRALUMA
Registration Number:	1496535	NEUROLITE
Registration Number:	1812837	TECHNELITE
Registration Number:	1812836	TECHNELITE
Registration Number:	2628446	VIALMIX

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2264

Email: marc.wytenbach@srz.com

Correspondent Name: Marc Wytenbach, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

TRADEMARK

REEL: 003733 FRAME: 0415

900100913

CH \$190.00 1484982

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0869
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NAME OF SUBMITTER:	Marc Wyttebbach, Esq. (014851.0869)
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Signature:	/kc for mw/
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Date:	03/06/2008
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Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, ACP Lantern Acquisition, Inc., a Delaware corporation (the "Grantor") own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 8, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 8, 2008.

ACP LANTERN ACQUISITION, INC.

By: _____

Name:

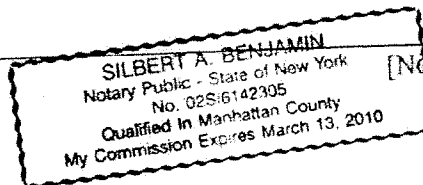
Title:

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of January, 2008, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of ACP Lantern Acquisition, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of ACP Lantern Acquisition, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[NOTARY SEAL]

Trademark Assignment

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

TRADEMARK	APPL. NO. / REG. NO.	APPL. DATE / REG. DATE
CARDIOLITE	73/662,052 1,484,982	05/21/1987 04/19/1988
DEFINITY	75/479,438 2,478,324	05/05/1998 08/14/2001
MIRALUMA	75/237,528 2,276,361	02/06/1997 09/07/1999
NEUROLITE	73/700,614 1,496,535	12/14/1987 07/19/1988
TECHNELITE	74/254,668 1,812,837	03/12/1992 12/21/1993
TECHNELITE (Stylized)	74/254,537 1,812,836	03/12/1992 12/21/1993
VIALMIX	78/100,860 2,628,446	01/04/2002 10/01/2002