

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Timm Medical Technologies, Inc.		03/27/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1320535	RIGISCAN
Registration Number:	1341920	JOHNSON'S
Registration Number:	1581349	ERECALD
Registration Number:	2034551	ESTEEM
Registration Number:	2309993	
Registration Number:	2380078	
Registration Number:	2708950	OSBON
Registration Number:	2133099	EASY ACTION

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2129093078  
 Email: szablocki@kirkland.com  
 Correspondent Name: Kirkland & Ellis LLP; Susan Zablocki  
 Address Line 1: 153 East 53rd Street

CH \$215.00 1320535

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40946-40

NAME OF SUBMITTER: Susan Zablocki

Signature: //susan zablocki//

Date: 04/01/2008

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made and entered into as of March 27, 2008 (the "Effective Date") by and between Timm Medical Technologies, Inc., a Delaware corporation (including its successors and assigns, "Grantor"), and Deutsche Bank Trust Company Americas, a New York banking corporation, (including its successors and assigns, "Grantee"), as U.S. collateral trustee pursuant to the Collateral Trust and Intercreditor Agreement, dated as of March 27, 2008 (as amended, supplemented or otherwise modified from time to time), by and between Plethora Solutions Holdings PLC, Plethora Therapeutics Limited, Grantor, ETV Capital S.A., Paul Royalty Fund Holdings II, Deutsche Trustee Company Limited and Grantee.

**WITNESSETH:**

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Trademark Security Agreement for purposes of filing;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Grantee a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the trademark registrations and trademark applications (except for applications filed on an intent-to-use basis, until the filing of a statement of use with respect thereto), including those trademark registrations and trademark applications set forth on Schedule A hereto;

(b) all goodwill, quality control standards and other General Intangibles with respect to the foregoing;

(c) all rights to sue for past, present and future infringement or dilution of any such trademark, including the right to receive all income, royalties and damages therefrom; and

to the extent not otherwise included, all products and proceeds of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the first priority security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Grantee whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantor shall give Grantee prompt notice in writing of any additional trademark registrations or applications therefor after the date hereof that are included in the Trademark Collateral. Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such future trademark registrations or applications therefor of Grantor and to make all filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the first security interest granted by Grantor to Grantee in the Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

6. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

7. **COUNTERPARTS; EFFECTIVENESS.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. This Trademark Security Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

8. **CONSTRUCTION.** When a reference is made in this Trademark Security Agreement to Sections, Subsections, Annexes or Schedules, such reference shall be to a Section, Subsection, Annex or Schedule to this Trademark Security Agreement unless otherwise indicated. The terms "Trademark Security Agreement," "herein," "hereto," "hereof" and words of similar import shall, unless the context otherwise requires, mean this Trademark Security Agreement, as amended, supplemented or otherwise modified from time to time. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." No party hereto shall be or be deemed to be the drafter of this Trademark Security Agreement for the purposes of construing this Trademark Security Agreement against any other party. The headings and captions in this Trademark Security Agreement are for convenience and reference purposes only and shall not be considered a part of or affect the construction or interpretation of any provision of this Trademark Security Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR:

TIMM MEDICAL TECHNOLOGIES, INC.

By: B. D. Hoy  
Name: Brad Hoy  
Title: Chief Financial Officer

GRANTEE:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003750 FRAME: 0327

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the date first above written.

GRANTOR: **TIMM MEDICAL TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

GRANTEE: **DEUTSCHE BANK TRUST COMPANY AMERICAS**

By: \_\_\_\_\_  
Name: **LOUIS BODI** **SUE KIM**  
Title: **VICE PRESIDENT** **ASSOCIATE**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**SCHEDULE A**  
**Trademark Registrations and Applications**

U.S. Trademark Registrations

<b>Country</b>	<b>Registration No.</b>	<b>Trademark</b>
United States	1320535	RIGISCAN
United States	1349120	ERECAID SYSTEM
United States	1581349	ERECAID
United States	2034551	ESTEEM
United States	2309993	DESIGN (ESTEEM)
United States	2380078	ESTEEM (design)
United States	2708950	OSBON
United States	2133099	EASY ACTION

Foreign Trademark Registrations:

<b>Country</b>	<b>Registration No.</b>	<b>Trademark</b>
Australia	A416635	RIGISCAN (paperwork in TIMMT-102)
France	1,286,296	RIGISCAN (paperwork in TIMMT-102)
United Kingdom	B1228139	RIGISCAN (paperwork in TIMMT-102)
Italy	787,466	RIGISCAN (paperwork in TIMMT-102)
Japan	2,171,516	RIGISCAN (paperwork in TIMMT-102)
West Germany	1,076,303	RIGISCAN (paperwork in TIMMT-102)
Australia	A498064	ERECAID SYSTEM (paperwork in TIMMT-103)
Spain	1285543	ERECAID SYSTEM (paperwork in TIMMT-103)
Sweden	209181	ERECAID SYSTEM (paperwork in TIMMT-103)
Benelux	447134	ERECAID SYSTEM BY OSBON
France	9406	ERECAID (paperwork in TIMMT-104)
Panama	55265	ERECAID (paperwork in TIMMT-104)
State of Georgia	T-9511	CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)

Country	Registration No.	Trademark
State of Georgia	T-9512	ERECAID WITHIN A CIRCULAR PINWHEEL DESIGN (paperwork in TIMMT-104)
State of Georgia	T-9513	ERECAID in plain lettering (paperwork in TIMMT-104)
State of Georgia	T-9514	OSBON MEDICAL SYSTEMS & DESIGN (paperwork in TIMMT-104)
Mexico	433007	ERECAID
Canada	68795	A MALE ERECTION SUSTAINER