

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MonoSol Rx LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____

☒ Other Limited Liability CompanyCitizenship (see guidelines) DelawareAdditional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) April 1, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: White Oak Global Advisors, LLC, as Agent

Internal _____

Address: _____

Street Address: 575 Market Street, 14th FloorCity: San FranciscoState: CACountry: U.S.A. Zip: 94105-2853

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Company Limited Liability Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Schedule A attached hereto and made a part hereof.**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Chapman and Cutler LLPInternal Address: Attention: Brian CoughlanStreet Address: 595 Market Street, 26th FloorCity: San FranciscoState: CA Zip: 94105Phone Number: (415) 541-0500Fax Number: (415) 541-0506Email Address: coughlan@chapman.com**6. Total number of applications and registrations involved:**

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers 1002
Expiration Date 08/2009

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

April 1, 2008

Date

Brian Coughlan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Trademark	Country Name	Registration Status	Application No.	Initial Filing Date	Registration Due	Goods
MONOSOL RX	United States of America	Registered	78/618,510	27-Apr-2005	13-Nov-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.
PHARMFILM	United States of America	Allowed	76/577,939	26-Feb-2004		Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans.
RX & Design	United States of America	Published	78/618,508	27-Apr-2005		Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.
TEAR DROP Logo	United States of America	Registered	78/618,505	27-Apr-2005	04-Dec-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.

SCHEDULE A

MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Mexico	Registered	747425	27-Oct-2005	916675	25-Jan-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MONOSOL RX	Mexico	Registered	747423	27-Oct-2005	916674	25-Jan-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Japan	Registered	2005-100980	27-Oct-2005	4945791	14-Apr-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MONSOL RX & Design	Japan	Registered	2005-100981	27-Oct-2005	5043346	27-Apr-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	European Community	Pending	4720637	27-Oct-2005			Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods, with the exclusion of all goods in relation to footwear industry.
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	European Community	Registered	4042834	23-Sep-2004	4042834	10-Nov-2005	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MONOSOL RX	European Community	Registered	4720694	27-Oct-2005	4720694	23-Oct-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MONOSOL RX	Canada	Allowed	1278012	26-Oct-2005			Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
TEAR DROP Logo	Canada	Published	1278011	26-Oct-2005			Polymer compositions in sheet and strip form used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods

MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Australia	Registered	1082829	26-Oct-2005	1082829	13-Mar-2006	household goods. Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MONOSOL RX	Australia	Registered	1082831	27-Oct-2005	1082831	27-Feb-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of April 1, 2008, is between MONOSOL RX LLC, a Delaware limited liability company (the "*Grantor*"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company, as agent for the benefit of Secured Creditors (as hereinafter defined) ("*Agent*").

RECITALS

A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of April 1, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "*Loan Agreement*"), among Grantor, the entities from time to time parties thereto as Lenders, and Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor (Agent, and Lenders, are sometimes hereinafter referred to collectively as "*Secured Creditors*" and individually as a "*Secured Creditor*").

B. As a condition to extending credit to Grantor under the Loan Agreement, Secured Creditors have required, among other things, that Grantor grant to Agent for the benefit of Secured Creditors a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Loan Agreement, Grantor agrees, for the benefit of Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Loan Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Agent, and grant a security interest and lien to Agent in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "*Trademark Collateral*"):

(a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on Schedule A attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the

foregoing, and (ii) and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on **Schedule A** attached hereto (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*"); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. New Trademarks. If, before the Obligations shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Agent prompt notice thereof in writing. Grantor authorizes Agent to modify this Agreement by amending **Schedule A** to include any future Trademarks and any future Trademark Licenses.

Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, but subject in any event to any terms and conditions of the Subordination Agreement, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Agent deems in the best interests of Secured Creditors. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence of an Event of Default, the use by Agent of all or any Trademark Collateral shall be without any liability for royalties or other related charges from Agent to Grantor.

Section 5. Duties of Grantor. Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts worldwide that are necessary to desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Agent, which consent shall not be unreasonably withheld.

Section 6. Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Agreement, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs, and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this Section 6.

Section 7. Agent's Right to Act. Subject to the terms of the Loan Agreement, if Grantor fails to comply with any of its obligations hereunder, Agent may (but shall not be obligated) do so in Grantor's name or in Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including, without limitation, attorney's fees, incurred by Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 8. Loan Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 9. Release of Security Interest. Upon payment in full in cash of all Obligations, Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

Section 10. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 11. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by Grantor to Agent, and it shall not be necessary for Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

Section 13. Governing Law.

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402).

(b) EACH OF GRANTOR AND AGENT IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE FOUND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR IRREVOCABLY WAIVES AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, ANY CLAIM THAT IT IS NOT SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) GRANTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT A FINAL JUDGMENT IN ANY SUIT, ACTION OR PROCEEDING OF THE NATURE REFERRED TO IN SECTION 13(B) BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON IT SUBJECT TO RIGHTS OF APPEAL, AS THE CASE MAY BE, AND MAY BE ENFORCED IN THE COURTS OF THE UNITED STATES OF AMERICA OR THE STATE OF NEW YORK (OR ANY OTHER COURTS TO THE JURISDICTION OF WHICH IT OR ANY OF ITS PROPERTIES IS OR MAY BE SUBJECT) BY A SUIT UPON SUCH JUDGMENT.

(d) GRANTOR AGREES TO WAIVE ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING AGENT TO EXERCISE ANY REMEDIES SET FORTH HEREIN.

(e) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.11 OF THE LOAN AGREEMENT. NOTHING IN THIS

AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(f) NOTHING IN THIS SECTION 13 SHALL LIMIT ANY RIGHT THAT AGENT MAY HAVE TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY APPROPRIATE JURISDICTION OR TO ENFORCE IN ANY LAWFUL MANNER A JUDGMENT OBTAINED IN ONE JURISDICTION IN ANY OTHER JURISDICTION.

Section 14. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

MONOSOL RX, LLC

as Grantor

By: 

Name: A. Mark Schobel

Title: President and Chief Executive Officer

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC

as Agent

By: _____

Name: Barbara J.S. McKee

Title: Managing Member

TRADEMARK

REEL: 003759 FRAME: 0362

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

MONOSOLRX LLC
as Grantor

By _____
Name: A. Mark Schobel
Title: President and Chief Executive Officer

ACCEPTED AND AGREED:

WHITE OAK GLOBAL ADVISORS, LLC
as Agent

By: *Barbara J.S. McKee*
Name: Barbara J.S. McKee
Title: Managing Member

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1. **FEDERALLY REGISTERED TRADEMARKS**

[Include Registration Number and Date]

2. **TRADEMARK APPLICATIONS**

[Include Application Number and Date]

3. **TRADEMARK LICENSES**

[Include complete legal description of agreement (name of agreement, parties and date)]