

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laureate Pharma, Inc.		05/06/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2909928	LAUREATEPHARMA	
Registration Number:	3024054	LAUREATE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-956-3417		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1800 Century Park East, 8th Floor		
Address Line 2:	Donald Kay		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	412403		
NAME OF SUBMITTER:	Oleh Hereliuk		

CH \$65.00 2909928

Signature:

/oh/

Date:

05/09/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Agreement**”) is dated as of May 6, 2008, by and among LAUREATE PHARMA, INC., a Delaware corporation (“**Pledgor**”), and PNC BANK, NATIONAL ASSOCIATION (in its capacity as administrative agent for the Lenders (defined below), “**Secured Party**”), pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as amended, restated, or otherwise modified, the “**Credit Agreement**”), among Pledgor, certain of its Subsidiaries party thereto from time to time, the financial institutions party thereto from time to time (collectively, the “**Lenders**”), and Secured Party. Initially capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

RECITALS:

A. Pursuant to the terms of the Credit Agreement, Pledgor has granted to Secured Party a lien and security interest in all General Intangibles of Pledgor, including, without limitation, all of Pledgor’s right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a “**Trademark**”), together with the goodwill of the business symbolized by Pledgor’s Trademarks, and trademark licenses (each such trademark license, a “**Trademark License**”), and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on and a continuing security interest in all of Pledgor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired, to the extent included in the Collateral (as defined in the Credit Agreement):

(1) each Trademark, trademark registration (“**Trademark Registration**”), and trademark application (“**Trademark Application**”), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, Trademark Application, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Credit Agreement. To the extent there is

any conflict between the terms of this Agreement and the Credit Agreement, the Credit Agreement shall control.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page is Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

LAUREATE PHARMA, INC.,
a Delaware corporation

By: 

Robert J. Broeze
President and Chief Executive Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Mark A. Deneen
Senior Vice President

Signature Page

LAUREATE: Trademark Security Agreement #5315038

TRADEMARK
REEL: 003775 FRAME: 0355

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

LAUREATE PHARMA, INC.,
a Delaware corporation

By: _____
Robert J. Broeze
President and Chief Executive Officer

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: _____
Mark A. Deneen
Mark A. Deneen
Senior Vice President

Signature Page

**Schedule 1
to
Trademark Security Agreement**

Trademark Licenses

None.

Trademarks and Trademark Applications

Mark	Country	Serial No.	Reg. No.
LAUREATEPHARMA (design)	United States	76/544,140	2,909,928
LAUREATE	United States	76/408,359	3,024,054

Schedule 1

\\LAUREATE: Trademark Security Agreement #5315038 (v.1).doc