

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
EKR Therapeutics, Inc.		03/07/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1312013	CARDENE
Registration Number:	2175074	RETAVASE
Serial Number:	78817295	EKR THERAPEUTICS, INC.
Serial Number:	78855227	REMETRY
Serial Number:	78855231	REMETRY
Serial Number:	78855223	REMETRY
Serial Number:	78855233	RENCIRQ
Serial Number:	78855235	RENCIRQ
Serial Number:	78855236	RENCIRQ
Serial Number:	78876158	RENSTINCT
Serial Number:	78855238	RENSTINCT
Serial Number:	78855240	RENSTINCT
Serial Number:	78855242	SEBLIZE
Serial Number:	78855217	SEBLIZE

**OP \$390.00 1312013**

Serial Number:

78855241

SEBLIZE

**CORRESPONDENCE DATA**

Fax Number: (404)541-3160

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

Phone: 404-815-6500

Email: mcogburn@kilpatrickstockton.com

Correspondent Name: Kilpatrick Stockton LLP

Address Line 1: 1100 Peachtree Street

Address Line 2: Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

G3560.353857

NAME OF SUBMITTER:

Margaret A. Cogburn

Signature:

/Margaret A. Cogburn/

Date:

08/14/2008

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2008, is made by EKR Therapeutics, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

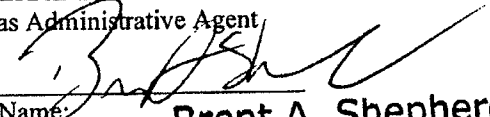
Very truly yours,

EKR THERAPEUTICS, INC.  
as Grantor

By:   
Name: *Richard DeSimone*  
Title: *Chief Financial Officer*

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: **Brent A. Shepherd**  
Title: **Duly Authorized Signatory**

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Morris )

On this 4<sup>th</sup> day of March 2008 before me personally appeared Richard De Simone, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EKR Therapeutics, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

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Notary Public

EILEEN M. OLSON  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 6/16/2010





SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**A. Registered Trademarks**

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration number</u>	<u>Registration date</u>
CARDENE	EKR Therapeutics, Inc.	Algeria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Austria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Brazil	811352579	7/21/1987
CARDENE	EKR Therapeutics, Inc.	Bulgaria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Canada	307698	10/25/1985
CARDENE	EKR Therapeutics, Inc.	China (Peoples Republic)	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Croatia	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Czech Republic	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Egypt	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	France	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Germany	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Hungary	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Int'l Registration- Madrid Agreement/Protocol	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Italy	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Japan	3258326	2/24/1997
CARDENE	EKR Therapeutics, Inc.	Liechtenstein	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Mexico	760297	8/23/2002
CARDENE	EKR Therapeutics, Inc.	Monaco	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Morocco	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Poland	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Portugal	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Romania	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	San Marino	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Serbia (Old Code)	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Slovenia	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Switzerland	395322	7/22/1992
CARDENE	EKR Therapeutics, Inc.	Trinidad and Tobago	21838	8/6/1993
CARDENE	EKR Therapeutics, Inc.	Ukraine	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	United States of America	1312013	1/1/1985
CARDENE	EKR Therapeutics, Inc.	Venezuela	P243841	2/25/2000
CARDENE	EKR Therapeutics, Inc.	Venezuela	P243840	2/25/2000
RETAVASE	EKR Therapeutics, Inc.	Canada	TMA507002	1/25/1999
RETAVASE	EKR Therapeutics, Inc.	United States of America	2175074	7/21/1998
RENCIRQ	EKR Therapeutics, Inc.	European Community	5355921	7/27/2007
SEBLIZE	EKR Therapeutics, Inc.	European Community	005355714	9/6/2007



**B. Trademark Applications**

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application number</u>	<u>Application date</u>
EKR Therapeutics, Inc.	EKR Therapeutics, Inc.	United States of America	78/817,295	2/17/2006
REMETRY	EKR Therapeutics, Inc.	European Community	5355847	10/4/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,227	4/6/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,231	4/6/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,223	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,233	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,235	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,236	4/6/2006
RENSTINCT	EKR Therapeutics, Inc.	European Community	5356051	10/4/2006
RENSTINCT	EKR Therapeutics, Inc.	United States of America	78/876,158	5/4/2006
RENSTINCT	EKR Therapeutics, Inc.	United States of America	78/855,238	4/6/2006
RENSTINCT	EKR Therapeutics, Inc.	United States of America	78/855,240	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,242	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,217	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,241	4/6/2006

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]