

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
Unigene Laboratories, Inc.		09/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Victory Park Management, LLC
Street Address:	227 W. Monroe Street, Suite 3900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1297236	UNIGENE
Registration Number:	2540973	FORCALTONIN
Registration Number:	1917114	FORTICAL
Registration Number:	2457466	FORTICAL
Serial Number:	78679380	SECRAPEP
Serial Number:	78679390	ENTERIPEP
Serial Number:	78679397	NASAPEP
Registration Number:	2505525	FORCALTONIN

CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/876-6557
Email:	christina.mcclure@lw.com
Correspondent Name:	Christina McClure
Address Line 1:	233 S. Wacker Dr., Suite 5800

CH \$215.00 1297236

Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	045871-0002
NAME OF SUBMITTER:	Christina McClure
Signature:	/cm/
Date:	10/03/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 30, 2008, by Unigene Laboratories, Inc., a Delaware corporation (the “**Grantor**”), in favor of Victory Park Management, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantor, Collateral Agent, and the other secured parties thereunder from time to time (together with Collateral Agent, the “**Secured Parties**”) which secures certain now existing and future arising obligations owing to the Secured Parties;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent and Secured Parties a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Collateral Agent and Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within Chicago, Illinois, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Page Follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UNIGENE LABORATORIES, INC.

By: W. P. Kelly
Name: WARREN P. KELLY
Title: PRESIDENT & CEO

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent

By: _____

A handwritten signature in cursive script that reads "Matthew Ray". The signature is written in black ink and is positioned above a horizontal line.

Name: Matthew Ray

Title: Manager

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003864 FRAME: 0887

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

See attached.

US Trademarks

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Unigene	1,297,236	9/18/84
Forcaltonin	2,540,973	2/19/02
Fortical	1,917,114	9/5/95
Fortical	2,457,466	6/5/01
Secrapep	Pending	
Enteripep	Pending	
Nasapep	Pending	
Forcaltonin	Pending	