

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant Of A Security Interest In Grantor's (Debtor's) Ownership Rights To Grantee (Secured Party)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guardian II Acquisition Corporation		11/25/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, in its capacity as collateral agent		
Street Address:	One Federal Street, 3rd Floor		
Internal Address:	Attention: Alison D.B. Nadeau		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3101801	ANTARA	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2536		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-596-9156		
Email:	courtney.scanlon@ropesgray.com		
Correspondent Name:	Courtney Scanlon		
Address Line 1:	1211 Avenue of the Americas		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CRIH-080		
NAME OF SUBMITTER:	Courtney Scanlon		
Signature:	/Courtney Scanlon/		

CH \$40.00 3101801

Date:

11/26/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 25, 2008, by Guardian II Acquisition Corporation (the "Grantor"), in favor of U.S. Bank National Association, as collateral agent (the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Collateral Agent has requested the Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for its benefit and the benefit of the Noteholders, a security interest in and to all of its right, title and interest in, to and under all the following property:

(a) registered trademarks of the Grantor listed on Schedule I attached hereto, including all goodwill associated therewith.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 14 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the trademarks under this Trademark Security Agreement.

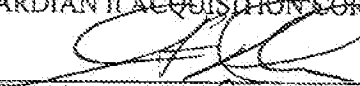
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject

to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control; provided, that, in the event of a conflict between the terms of the Indenture and this Trademark Security Agreement with respect to the duties and obligations of the Collateral Agent, the terms of the Indenture shall govern and control.

[Signature pages follow.]

GUARDIAN II ACQUISITION CORPORATION

By: 
Name: Steven M. Kauscher
Title: President

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

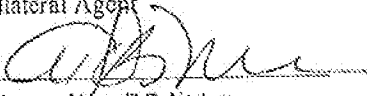
By: _____
Name:
Title:

{Trademark Security Agreement}

GUARDIAN II ACQUISITION CORPORATION

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Alison D. B. Nadeau
Title: Vice President

[Trademark Security Agreement]

**Schedule I
Trademark Registrations**

Trademarks

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Goods/Class
ANTARA	3101801	06/06/2006	78/433786	06/11/2004	5

SRV: 081145370

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Michael Newell 212-841-8857

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or use initials

1a. ORGANIZATION'S NAME
Guardian II Acquisition Corporation

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
1800 Winter Street, Suite 2200

1d. CITY
Waltham

1e. STATE
MA

1f. POSTAL CODE
02451

1g. COUNTRY
USA

1h. TYPE OF ORGANIZATION
Corporation

1i. JURISDICTION OF ORGANIZATION
Delaware

1j. ORGANIZATIONAL ID #, if any
4192216

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or use initials

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. CITY

2e. STATE

2f. POSTAL CODE

2g. COUNTRY

2h. TYPE OF ORGANIZATION

2i. JURISDICTION OF ORGANIZATION

2j. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (a NAME of 1014C ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
US Bank National Association, in its capacity as collateral agent

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
One Federal Street, 3rd Fl; Attn: Alison D.B. Nadeau

3d. CITY
Boston

3e. STATE
MA

3f. POSTAL CODE
02110

3g. COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:
 All Assets of the Debtor, whether now existing or hereafter acquired and wheresoever located, together with all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing including, without limitation, Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable) | LESSEESSOR | COBRIGHT/COASSIGNOR | BAL DEBAIDOR | SELLER/BUYER | AG LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be recorded in the REAL PROPERTY RECORDS (if applicable) | 7. Check to REQUEST REPORT REPORTED on (check) | No Subject | Debtor 1 | Debtor 2

8. OFFICIAL FILER REFERENCE DATA

EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Guardian II Acquisition Corporation
1000 Winter Street, Suite 2200
Waltham, MA 02451

Secured Party: U.S. Bank National Association, in its capacity as collateral agent
100 Wall Street, Suite 1600,
New York, NY 10005

Collateral:

All of the following property of the Debtor, whether now or hereinafter existing or acquired, whether tangible or intangible and wherever the same may be located (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Instruments;
- (e) all General Intangibles (including all Payment Intangibles, Intellectual Property, Out-License Agreements and Material Contracts and all Patents, trademarks and copyrights);
- (f) all Goods (including all Inventory and all Equipment);
- (g) all Investment Property;
- (h) all Supporting Obligations;
- (i) all Documents (including all warehouse receipts and bills of lading);
- (j) all Commercial Tort Claims;
- (k) all Fixtures; and
- (l) all Proceeds and products of any and all of the foregoing.

Each item of Collateral listed in this definition that is defined in Article 8 or Article 9 of the UCC shall have the meaning set forth in the UCC.

As used herein, the following terms have the meanings indicated:

"In-License Agreements" shall have the meaning set forth in the definition of Material Contract.

"Intellectual Property" shall mean all proprietary information; trade secrets; know-how; confidential information; inventions (whether patentable or unpatentable and whether or not reduced to practice or claimed in a pending patent application) and improvements thereto; Patents; registered or unregistered trademarks, trade names, service marks, including all goodwill associated therewith; registered and unregistered copyrights and all applications thereof; in each case that are owned, controlled by, issued to, licensed to, licensed by or hereafter acquired by or licensed by the Debtor (including, without limitation, those items in Annex A hereto, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its affiliates).

"Material Contract" shall mean any contract, agreement or other arrangement to which either the Debtor or any of its Subsidiaries is a party or any of the Debtors' or its subsidiaries' respective assets or properties are bound or committed pursuant to which an assignor is granted a license to Intellectual Property covering the Product (each an "In-License Agreement") or pursuant to which the Product is packaged.

"Out-License Agreements" shall mean any existing or future license, development, commercialization, co-promotion, collaboration, distribution, manufacturing, marketing or partnering agreement entered into by the Debtor or any of its affiliates relating to the Product pursuant to which the Debtor or any of its affiliates grant a license to distribute or sell the Product, in the United States of America, its territories and possessions.

"Patents" shall mean all patents, patent rights, patent applications, patent disclosures and invention disclosures issued or filed, together with all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, in each case which are owned, controlled by, issued to, licensed to or licensed by the Debtor (including, without limitation, those identified in Annex A hereto, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its affiliates).

"Product" shall mean any product used for treating patients with hypercholesterolemia, mixed with dyslipidemia or hypertriglyceridemia which includes: (i) the formulation of fenofibrate, known as 2-[4-(4-chlorobenzyl) phenoxy]-2-methyl-propanoic acid, 1-methylethyl ester; or (ii) any formulation, reformulation or line extension containing fenofibrate as an active ingredient, or any derivative or closely related analogs of fenofibrate (including but not limited to any stereoisomers, either separated or combined, any hydrates, any polymorphs, any salts, any solvates and any crystal forms) approved by the United States Federal Drug Association as monotherapy or in combination with any other pharmaceutical substance that is made,

developed, sold, offered for sale, distributed, marketed or promoted by the Debtor, its affiliates or licensees.

"UCC" shall mean the Uniform Commercial Code, as in effect on the date of this Agreement in the State of New York.

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TRADEMARK
REEL: 003894 FRAME: 0786

ANNEX A
Intellectual Property

PATENTS

Country	Application No.	Patent No. or (Publication No.)	Date Issued or (Publication Date)	Owner/Licensor
US	07/083,409	4,800,079	01/24/1989	Ethypharm
US	07/256,836	4,961,890	10/09/1990	Ethypharm
US	10/050,262	7,101,374	09/05/2006	Ethypharm
US	10/877,861	2004-0137055	07/15/2004	Ethypharm
US	11/111,971	2006-0083783	04/20/2006	Guardian II Acquisition Corporation
US	07/299,073	4,895,726	01/23/1990	Fournier Industrie Et Sante
US	09/005,128	6,074,670	06/13/2000	Laboratories Fournier S.A.
US	09/572,330	6,277,405	08/21/2001	Laboratories Fournier S.A.
US	10/126,375	6,589,552	07/08/2003	Laboratories Fournier S.A.
US	10/288,425	6,652,881	11/25/2003	Laboratories Fournier S.A.

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Goods/Class
ANTARA	3101801	06/06/2006	78/433786	06/11/2004	5

DOMAIN NAMES

Domain Name	Registration Date	Expiration Date
www.antarax.com	December 21, 2004	December 21, 2007

3721208 2,140C