

**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
Bioniche Teoranta		12/16/2008	COMPANY: IRELAND
Bioniche Pharma Group Limited		12/16/2008	COMPANY: IRELAND

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2565678	ALOPRIM
Registration Number:	2987562	CRYOSERV
Registration Number:	1973453	CYSTISTAT
Registration Number:	1010304	MEFOXIN
Registration Number:	3495949	SUPLASYN
Registration Number:	3123924	SOTRADECOL
Registration Number:	1695743	ENLON
Registration Number:	1640197	ENLON-PLUS

**CORRESPONDENCE DATA**

Fax Number: (404)541-3160  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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OP \$215.00 2565678

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ATTORNEY DOCKET NUMBER:	G3560-349234
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	12/16/2008

**Total Attachments: 20**

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Intellectual Property Security Agreement**”), dated as of December 16, 2008, is made by **BIONICHE PHARMA GROUP LIMITED**, a company incorporated under the laws of Ireland with number 313327, **BIONICHE TEORANTA**, a company incorporated under the laws of Ireland with number 130418 (each a “**Grantor**” and collectively, “**Grantors**”), with offices at the locations set forth on Schedule IV hereto, in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Security Agent under the Facilities Agreement described below, with offices at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20814 (the “**Security Agent**”).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Facilities Agreement, dated as of October 26, 2007, among Security Agent, Grantors, the other members of the Group signatory thereto and the Lenders signatory thereto from time to time, as amended by that certain First Amendment Agreement dated as of October 7, 2008, and by the Second Amendment (as defined below) (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Facilities Agreement**”), Finance Parties have, subject to certain terms and conditions set forth therein, agreed to extend the Loans and other financial accommodations (including but not limited to Letters of Credit and/or Letter of Credit Obligations) on behalf of Grantors and the other members of the Group, which Loans and other financial accommodations are guaranteed by Grantors pursuant to the Facilities Agreement and secured by a security interest in the assets of the Grantors pursuant to that certain Composite Debenture dated as of even date herewith (the “**Debenture**”);

**WHEREAS**, Grantors benefit from the credit facilities made available to them under the Facilities Agreement;

**WHEREAS**, Grantors and General Electric Capital Corporation previously entered into that certain Intellectual Property Security Agreement dated as of October 26, 2007 (the “**Original IP Security Agreement**”), whereby Grantors granted the Intellectual Property Collateral to General Electric Capital Corporation as lender;

**WHEREAS**, the parties hereto wish to amend and restate in its entirety the Original IP Security Agreement in connection with the Second Amendment (defined below) and other Finance Documents related thereto; and

**WHEREAS**, in order to induce Security Agent, Agent and Finance Parties to enter into that certain Second Amendment Agreement, dated as of December 3, 2008 (the “**Second Amendment**”) and to induce Finance Parties to extend the additional Loans and make other financial accommodations (including but not limited to Letters of Credit and Letter of Credit Obligations) as provided for in the Facilities Agreement and the Second Amendment, Grantors have agreed to grant the Intellectual Property Collateral to Security Agent in accordance herewith;

**NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter contained and to induce Finance Parties to make Loans under the Facilities Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Definitions.**

“Code” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Illinois; provided that to the extent that the Code is used to define any term herein or in any Finance Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Security Agent’s Security on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Illinois, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Termination Date” means the date on which (a) all of the Loans have been repaid in full in cash, (b) all other obligations under the Facilities Agreement and the other Finance Documents have been completely discharged (other than any indemnity obligation of an Obligor which is expressly stated to survive the termination of the Facilities Agreement and in respect of which a Finance Party has not made a claim) and (c) Finance Parties shall not have any obligation to make Loans or grant extensions of credit under the Facilities Agreement.

All capitalized terms used but not otherwise defined herein have the meanings given to them in Clause 1.1 of the Facilities Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Secured Obligations (as defined in the Debenture), each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Agent a Security upon all of its right, title and interest of such Grantor in, to and under the following Intellectual Property, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the “**Intellectual Property Collateral**”):

- (a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I and Schedule IV hereto, respectively;
- (b) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule II and Schedule IV hereto, respectively;
- (c) all of its copyrights and copyright licenses to which it is a party including those referred to on Schedule III and Schedule IV hereto, respectively;
- (d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent licensed under any patent license, (ii) injury to the goodwill associated with any patent or any patent licensed under any patent license, (iii) infringement or dilution of any trademark or trademark licensed under any trademark license, (iv) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (v) infringement or dilution of any copyright or copyright licensed under any copyright license, and (vi) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

3. **Representations and Warranties.** Each Grantor represents and warrants to Security Agent and the Finance Parties that such Grantor does not have any interest in, or title to, any Intellectual Property except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Security on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Securities in favor of Security Agent (for the benefit of itself and the Finance Parties) on each Grantor's Intellectual Property and such perfected Securities are enforceable as such as against any and all creditors of and purchasers from any Grantor to the extent that recording in the United States Copyright Office and the United State Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Documents, all action necessary or desirable to protect and perfect Security Agent's Security on each Grantor's Intellectual Property shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of Security Agent in issued registrations and applications for other U.S. Intellectual Property that are acquired by any Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect Security Agent's Security therein, and the taking of actions outside the United States may be required in order to perfect Security Agent's Security in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Covenants.** Each Grantor covenants and agrees with Security Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Security Agent immediately if they know or have reason to know that any material application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and

Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Security Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Security Agent, such Grantor shall execute and deliver a supplement hereto as Security Agent may request to evidence Security Agent's Security on such Intellectual Property of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Security Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of the Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall promptly take all commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution, unless such Grantor reasonably determines that such Intellectual Property Collateral is not material to the conduct of its business or operations.

5. **Security Agreement.** The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Security Agent, on behalf of itself and the Finance Parties, pursuant to the Security Documents. Each Grantor and Security Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Documents in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by Security Agent or the Finance Parties of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Documents. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Documents, then the terms and conditions of the Security Documents shall prevail.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be

reinstated, as the case may be, if at any time payment and performance of the obligations under the Facilities Agreement and the other Finance Documents, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the obligations under the Facilities Agreement and the other Finance Documents, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations under the Facilities Agreement and the other Finance Documents shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Facilities Agreement.

8. **Termination; Authorized Sales of Collateral.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In the event any Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Clause 25.13 of the Facilities Agreement, Security Agent agrees, at the expense of such Grantor, to execute and deliver to such Grantor, prior to or contemporaneously with Grantor’s receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of Security Agent.

9. **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS. GRANTORS HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN CLAUSE 35 OF THE FACILITIES AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

10. **AMENDMENT AND RESTATEMENT.** This Intellectual Property Security Agreement constitutes an amendment and restatement of the Original IP Security Agreement effective from and after the date hereof. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Intellectual Property Collateral pursuant to Section 2 of this Intellectual Property Security Agreement is not intended to, nor shall it be construed, as constituting a release of any prior security interests granted by any Grantor or any other Person in favor of General Electric Capital Corporation, Finance Parties or any other Person in or to any Intellectual Property Collateral or any other property of such Person pursuant to the Original IP Security Agreement, but is intended to constitute a restatement and reconfirmation of all prior security interests granted by each Grantor in favor of General Electric Capital Corporation or any other Person in and to such Intellectual Property Collateral pursuant to the Original IP Security Agreement. On the date hereof, this Intellectual Property Security Agreement will supersede and replace the Original IP Security Agreement, the security interests and the terms and conditions thereof described in the Original IP Security Agreement shall be amended and replaced by the security interests and the terms and conditions thereof described herein, and all obligations of any Grantor and any other Person outstanding as of such date under the Original IP Security Agreement shall be deemed to be obligations of such Grantor or such other Person as described herein or any other Finance Document without further action by any Person. The Schedules and Exhibits attached to this Agreement and made a part hereof shall be deemed to replace the Schedules and Exhibits to the Original IP Security Agreement.

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

**GRANTORS:**

**Present when the Common Seal of  
BIONICHE PHARMA GROUP LIMITED  
was hereunto affixed**

By: *Daniel Cashman*  
Name: Daniel Cashman  
Title: Authorized Officer *Signature*

(SEAL)

By: *Pat McFath*  
Name: \_\_\_\_\_  
Title: Director

**Present when the Common Seal of  
BIONICHE TEORANTA  
was hereunto affixed**


By: *Daniel Cashman*  
Name: Daniel Cashman  
Title: Authorized Officer *Signature*

(SEAL)

By: *Pat McFath*  
Name: \_\_\_\_\_  
Title: Director

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Security Agent

By:   
Name: Adam Willis  
Title: Duly Authorized Signatory

IP SECURITY AGREEMENT  
SIGNATURE PAGE

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**TRADEMARK**  
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Ireland

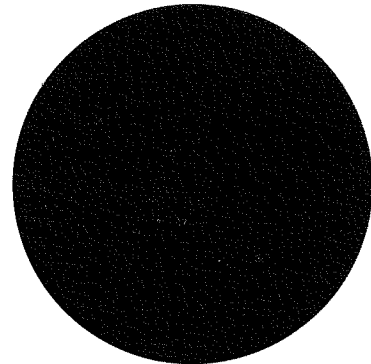
COUNTY OF Dublin

On this 9<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2008, before me personally appeared David Cohen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bioniche Pharma Group Limited, who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

Bernard Rea  
Notary Public

{seal}

**Bernard Rea**  
47 Nutley Park, Donnybrook,  
Dublin 4, Ireland.  
Notary Public  
Commissioned for Life



ACKNOWLEDGMENT OF GRANTOR

STATE OF Ireland

COUNTY OF Dublin

On this 9<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2008, before me personally appeared Daniel Costine, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bioniche Teoranta, who being by me duly sworn did depose and say that he is the Authorized Person of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said corporation.

Bernard Rea  
Notary Public

{seal}

**Bernard Rea**  
47 Nutley Park, Donnybrook,  
Dublin 4, Ireland.  
Notary Public  
Commissioned for Life



SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Title	Country	Patent No. Issue Date	Status	Owner	Comments
Use of hyaluronic acid for the treatment of interstitial cystitis	Australia	705289 08/26/1999	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing and treating radiating cystitis using hyaluronic acid	Australia	761158 09/11/1999	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	Canada	2203621 4/28/1998	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing and treating radiating cystitis using hyaluronic acid	Canada	2347110 8/26/2008	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	Czech Republic	288218 03/13/2001	Issued Patent - status unknown	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Austria	E 247476 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Austria	264674 05/15/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Belgium	EP 813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of radiation cystitis	EP Belgium	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Denmark	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Denmark	EP 1124546 4/21/2004	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	EP France	EP 813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.

Title	Country	Patent No. Issue Date	Status	Owner	Comments
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP France	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Germany	69629553.9 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Germany	69916643.8 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Great Britain	EP 813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Great Britain	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Greece	3046731 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Greece	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Ireland	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Ireland	EP 1124546 4/21/2004	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Italy	EP 813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Italy	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Luxembourg	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Luxembourg	EP 1124546 4/21/2004	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Monaco	0813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.

Title	Country	Patent No. Issue Date	Status	Owner	Comments
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Monaco	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Netherlands	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Netherlands	EP 1124546 4/21/2004	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Portugal	EP 813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Portugal	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Spain	0813417 8/20/2003	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Spain	1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Sweden	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Sweden	EP 1124546 4/21/2004	IN FORCE	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	EP Switzerland	EP 813417 8/20/2003	IN FORCE	Bioniche Teoranta	
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	EP Switzerland	EP 1124546 4/21/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	Japan		Published application - status unknown	Bioniche Teoranta	
A method for preventing, reducing and treating radiating cystitis using hyaluronic acid	Japan	2002528410 09/03/2002	Published unexamined application based on international application	Bioniche Teoranta	

Title	Country	Patent No. Issue Date	Status	Owner	Comments
A method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	Korea	268660 07/14/2000	Issued patent - status unknown	Bioniche Teoranta	
Use of hyaluronic acid for the treatment of interstitial cystitis	Mexico	204144 09/13/2001	Issued patent	Bioniche Life Sciences, Inc.	Assignment not yet filed
Use of hyaluronic acid for the treatment of interstitial cystitis	New Zealand	300903 11/12/1999	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
A method for preventing, reducing and treating radiating cystitis using hyaluronic acid	New Zealand	511068 02/09/2004	IN FORCE	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Use of hyaluronic acid for the treatment of interstitial cystitis	Norway	315842 11/3/2003	Issued patent - status unknown	Bioniche Teoranta	
A method for preventing, reducing and treating radiating cystitis using hyaluronic acid	Taiwan	149851 05/21/2004	Issued Patent - status unknown	Bioniche Life Sciences, Inc.	Assignment to Bioniche Teoranta filed but not yet recorded.
Method for treating the internal urinary bladder and associated structures using hyaluronic acid	U.S.	5,880,108 3/9/1999	IN FORCE	Bioniche Teoranta	
Method for treating the urinary bladder and associated structures using hyaluronic acid	U.S.	5,888,986 3/30/1999	IN FORCE	Bioniche Teoranta	
Method for treating the urinary bladder and associated structures using hyaluronic acid	U.S.	5,591,724 1/7/1997	IN FORCE	Bioniche Teoranta	
Method for preventing, reducing, and treating radiation cystitis using hyaluronic acid	U.S.	6,667,296 12/23/2003	IN FORCE	Bioniche Teoranta	
Compositions and use for Sodium Tetracycl Sulfate	U.S.				Company disclosed this provisional patent application.
N-PHENYL-N-(4-PIPERIDINYL)AMIDES USEFUL AS ANALGESICS	U.S.	5,019,583 5/28/91	IN FORCE	Bioniche Teoranta	
ANESTHETIC USE OF N-PHENYL-N-(4-PIPERIDINYL)AMIDES	U.S.	5,466,700 11/14/95	IN FORCE	Bioniche Teoranta	
STABLE FORMULATIONS OF REMIFENTANIL	U.S.	5,866,591 2/2/99	IN FORCE	Bioniche Teoranta	
PROCESS FOR PREPARING A PIPERIDINE DERIVATIVE	U.S.	5,599,938 2/4/97	IN FORCE	Bioniche Teoranta	



II. PATENT APPLICATIONS

Reference is made to Section I above (Patent Registrations).

III. PATENT LICENSES

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Trademark	Country	Reg. No./ Reg. Date	Status	Owner
ALOPRIM	USA	2,565,678 04/30/2002	REGISTERED	BIONICHE TEORANTA
CRYOSERV	USA	2,987,562 08/23/2005	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	BRAZIL			BIONICHE TEORANTA
CYSTISTAT	CANADA	TMA458939 06/07/1996	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	CHINA	3384877 07/28/2004	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	COLOMBIA	288907 09/30/2004	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	CTM	607424 02/09/1999	REGISTERED;	BIONICHE TEORANTA
CYSTISTAT	ISRAEL	162945 01/04/2004	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	MEXICO	842589 07/19/2004	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	SOUTH KOREA	573483 02/04/2004	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	SOUTH KOREA	609025 02/21/2005	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	SWITZERLAND	508520 03/25/2003	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	TAIWAN	1053253 08/16/2003	REGISTERED	BIONICHE TEORANTA
CYSTISTAT	U.S.	1973453 05/07/1996	REGISTERED	BIONICHE TEORANTA
CYSTISTAT & DESIGN cystistat	CANADA	TMA655795 12/23/2005	REGISTERED	BIONICHE TEORANTA
MEFOXIN	USA	1010304 05/13/1975	REGISTERED	BIONICHE TEORANTA
RIMSO-50	CTM	2245256 10/14/2002	REGISTERED	BIONICHE TEORANTA
RIMSO-50	UNITED KINGDOM	1203743 09/20/1983	REGISTERED	BIONICHE TEORANTA
RIMSO-50	USA	2,529,846 01/15/2002	REGISTERED	BIONICHE TEORANTA
SUPLASYN	CANADA	TMA474090 04/02/1997	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	USA	3495949 09/02/2008	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	ARUBA	25166 07/11/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	BARBADOS	81/19642 01/25/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	BELIZE	2442.04 08/12/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	BERMUDA	41119 03/02/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	BRAZIL	826637841 08/21/2007	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	COLUMBIA	288852 10/26/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	COSTA RICA	146748 04/22/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	DOMINICAN REP.	143387 08/30/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED

Trademark	Country	Reg. No./ Reg. Date	Status	Owner
SUPLASYN	EUROPEAN COMMUNITY	718403 08/10/199	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	GUATEMALA	135063 04/04/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	HAITI	57 REG-144 11/03/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	IRELAND	229387 11/16/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	EL SALVADOR	237 03/11/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	JAMAICA	45223 05/18/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	KUWAIT	56260 04/08/2003	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	MADRID PROTOCOL	833378 07/19/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	MEXICO	845683 08/06/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	MOROCCO	85268 02/18/2003	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	NETH. ANTILLES	10638 06/14/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	NICARAGUA	82504LM 06/09/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	PANAMA	136427 03/08/2005	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	SWITZERLAND	508519 04/08/2003	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	TANGIERS	25721 02/18/2003	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	TRINIDAD & TOBAGO	35020 10/05/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	TUNISIA	EE02.2110 04/13/2004	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SOTRADECOL	USA	3123924 08/01/2006	REGISTERED	BIONICHE PHARMA GROUP LIMITED
SOTRADECOL	CANADA	TMA587585 08/20/2003	REGISTERED	BIONICHE PHARMA GROUP LIMITED
ENLON	USA	1695743 06/23/1992	REGISTERED	BIONICHE TEORANTA
ENLON-PLUS	USA	1640197 04/09/1991	REGISTERED	BIONICHE TEORANTA
MESOYAL	SWITZERLAND	567228 01/28/2008	REGISTERED	BIONICHE TEORANTA

## II. TRADEMARK APPLICATIONS

Trademark	Country	Reg. No.	Status	Owner
CYSTISTAT	EGYPT	N/A	PENDING	BIONICHE TEORANTA
SUPLASYN	BAHAMAS	N/A	PENDING	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	EGYPT	N/A	PENDING	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	HONDURAS	N/A	PENDING	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	CUBA	N/A	PENDING	BIONICHE PHARMA GROUP LIMITED
SUPLASYN	SOUTH AFRICA	N/A	PENDING	BIONICHE PHARMA GROUP LIMITED

### III. TRADEMARK LICENSES

The license granted in respect of the trademarks with Registration Nos. 2,055,663 and 2,061,915 pursuant to that certain Assignment and Assumption Agreement dated as of December 16, 2008 by and among Glaxo Group Limited, Abbott Laboratories and Bioniche Teoranta.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. WORKS PROTECTED BY COPYRIGHT

Copyrights in which a license is granted under the Copyright Assignment Agreement dated as of December 16, 2008 by among Abbott Laboratories and Bioniche Teoranta.

IVIII. COPYRIGHT LICENSES

The license granted under the Copyright Assignment Agreement dated as of December 16, 2008 by among Abbott Laboratories and Bioniche Teoranta.

SCHEDULE IV  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Names of each Grantor:

Bioniche Pharma Group Limited  
Bioniche Teoranta

2. Office location of each Grantor:

(a) Bioniche Pharma Group Limited

300-1 Holiday Ave.  
Pointe-Claire, Quebec  
H9R5N3

(b) Bioniche Teoranta

Kilroe East  
Inverin  
Co. Galway, Ireland