

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

80034 - 1167

5

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alaven Pharmaceutical LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other DE Limited Liability Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 3, 2008

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name
- Second Amended & Restated

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation

Internal as agent

Address: _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 740

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

12/16/08
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$740.00 232428 77135850

Continuation
Item 4

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

TRADEMARKS:

TRADEMARKS

1	BALNEOL	Registration No. 3,239,122	Registered - 8&15 due 5/08/13
2	ROWASA	Registration No. 1,461,626	Registered - Renewal due 10/20/17
3	ANADROL	Registration No. 1,719,177	Registered - Renewal due 8/01/11
4	UNIFIBER	Registration No. 1,191,509	Registered - Renewal due 3/09/12
5	ALAVEN	Registration No. 3,483,077	Registered - 8&15 due 8/12/14
6	PREFERA	Application Serial No. 77/135,850	Pending
7	PREFERA-OB	Application Serial No. 77135877	Pending
8	PREFERA OB (special form/black-and-white)	Registration No. 3,439,501	Registered - 8&15 due 6/3/14
9	PREFERA OB (special form/colored)	Application Serial No. 77/214,831	Pending
10	CALAFOL	Registration No. 2,890,417	Registered - 8&15 due 9/28/10
11	PREFERA OB DHA (stylized)	Application Serial No. 77/394,583	Pending
12	PREFERA OB DHA (typed word)	Application Serial No. 77/347,542	Pending
13	PreferaOB (typed word, no hyphen)	Application Serial No. 77/347,506	Pending
14	SF ROWASA (typed word)	Application Serial No. 77/347,497	Abandoned
15	BIFERA	Application Serial No. 77/394,597	Pending
16	LEVSIN	Registration No. 691,484	Registered - Renewal due 3/27/16
17	LEVSINEX	Registration No. 2,092,769	Registered - Renewal due 9/02/17
18	LEVBID	Registration No. 2,045,931	Registered - Renewal due 3/18/17
19	FOLPACE	Registration No. 2,883,328	Registered - 8&15 due 9/07/10
20	HEXAFED	Registration No. 2,859,039	Registered - 8&15 due 6/29/10
21	HEXAFLU	Registration No. 2,859,043	Registered - 8&15 due 6/29/10
22	ALAVEN	Application Serial No. 77/459,503	Response to OA due 2/25/09
23	REGLAN	Registration No. 1,154,480	Registered - Renewal due

24	SF ROWASA	Application Serial No. 77/459,520	5/19/11
25	NUREGLAN	Application Serial No. 77/463,506	Pending
26	LOWASA	Application Serial No. 77/463,538	Pending
27	REGLAN ODT	Application Serial No. 77/505,513	Pending
28	DEMILYTE	Application Serial No. 77/505,528	Pending
29	GASTROBRIEF	Application Serial No. 77/506,334	Pending

LICENSED MARKS				
<u>Registrations</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration No</u>	<u>Registration Date</u>	<u>Recorded Owner</u>
COLYTE	United States of America	1302386	10/30/1984	SRZ Properties, Inc.
	Egypt	IR583650	2/25/1992	Glaxo Smith Kline
	Israel	75242	1/2/1997	Schwarz Pharma, Inc.
	Saudi Arabia	351/87	9/25/1995	Schwarz Pharma, Inc.
TRILYTE	United States of America	3154739	10/10/2006	SRZ Properties, Inc.
PROCTOFOAM	United States of America	819021	11/22/1986	SRZ Properties Inc.
	Israel	55528	1/12/1983	Schwarz Pharma, Inc.
CORTIFOAM	United States of America	938531	7/25/1992	SRZ Properties Inc.
DIPENTUM	United States of America	1337522	5/28/1985	UCB Pharma Ltd.
PROCTOCREAM	No subsisting registration			

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REGLAN	United States of America	1154480	5/18/1981	SRZ Properties, Inc.
REGLAN ODT	No subsisting registration			

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EXECUTION COPY

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2008 (this "Trademark Security Agreement"), by ALAVEN PHARMACEUTICAL LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement, dated as of February 15, 2008 (the "Existing Trademark Security Agreement"), which continues in effect as so amended and restated as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, Alaven Consumer Healthcare, Inc., the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Amended and Restated Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority

security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. AMENDMENT AND RESTATEMENT; REAFFIRMATION OF SECURITY. This Trademark Security Agreement amends and restates in its entirety the Existing Trademark Security Agreement, by and among the Grantors and the Agent, which Existing Trademark Security Agreement continues in effect as so amended and restated as set forth herein. Without limiting the generality of the immediately preceding sentence, the Liens granted under the Existing Trademark Security Agreement, as so amended and restated as set forth in this Trademark Security Agreement, shall in all respects be and remain continuing, securing the payment of all of the Obligations. The Grantors acknowledge the execution and delivery of the Credit Agreement on the date hereof and hereby reaffirms the security interests and Liens granted to the Agent for its benefit and the ratable benefit of the Lenders pursuant to the Existing Trademark Security Agreement as so amended and restated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

ALAVEN PHARMACEUTICAL LLC,
as Grantor

By: 

Name: Bala Venkataraman

Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: _____

Name: Adam N. Willis

Title: Duly Authorized Signatory

[Signature Page to Second Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 003905 FRAME: 0884

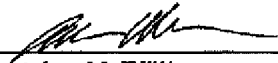
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ALAVEN PHARMACEUTICAL LLC,
as Grantor

By: _____
Name: Bala Venkataraman
Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

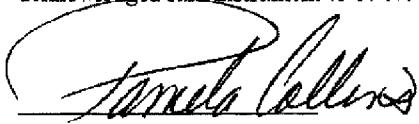
By:  _____
Name: Adam N. Willis
Title: Duly Authorized Signatory

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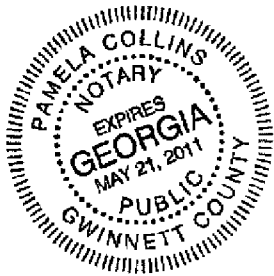
ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
COUNTY OF _____) ss.

On this 3rd day of DEC 2008 before me personally appeared Bala Venkataraman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alaven Pharmaceutical LLC, 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal} Notary Public



[Acknowledgment of Grantor to Second Amended and Restated Trademark Security Agreement]

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REGLAN	United States of America	1154480	5/18/1981	SRZ Properties, Inc.
REGLAN ODT	No subsisting registration			

Other Matters:

1. By way of license from UCB, Inc., and the business entities merged therewith, or otherwise owned thereby, including Schwarz Pharma Manufacturing, Inc. and Schwarz Pharma Inc., Alaven has been granted rights in and to certain proprietary polyethylene glycol (PEG) lavage preparations, branded and sold under the federally registered trademarks Trilyte® and Colyte® (hereinafter the "Trilyte® and Colyte® products"). Alaven's licensed rights include, *inter alia*, the right to enforce and protect various intellectual property rights attendant to the Trilyte® and Colyte® products, including, but not limited to, trade secrets, confidential and protected know-how, and other confidential, protected and/or proprietary information, attributable to the formulation, manufacture, packaging, promotion, distribution, marketing and sale of the Trilyte® and Colyte® products.

On June 30, 2008, Alaven filed an action for misappropriation of trade secrets, brought pursuant to the Illinois Trade Secrets Act, 765 Ill. Comp. Stat. 1065/1 *et seq.*, in the United States District Court for the Northern District of Illinois, Eastern Division (Civil Action No. 1:08-cv-3717), against Patrin Pharma, Inc. and Jay S. Trivedi ("the Defendants"). Alaven has alleged that the Defendants have misappropriated, used and disclosed certain trade secret materials of and relating to the Trilyte® and Colyte® products, in violation of the Illinois Trade Secrets Act. Alaven seeks preliminary and permanent injunctive relief, compensatory or general damages, punitive or exemplary damages, attorneys' fees and costs. The Defendants have not counterclaimed.

2. The registration of the mark COLYTE in Egypt was legally assigned to an Affiliate of UCB, however, such assignment has not been properly recorded.

DOMAIN NAMES:

1. www.cortifoam.com
2. www.proctofoam.com
3. www.e-colyte.com
4. www.trilyte.com
5. www.aboutcolyte.com
6. www.colyte.com
7. www.colyte.net