

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

**02/05/2009**  
**900126407**

<b>CORRECTED</b>
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest (Lien) in Grantor's (Licensee's/Debtor's) License Rights to Grantee (Secured Party) (See Document for Details)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRISM PHARMACEUTICALS, INC.		01/30/2009	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARDIOVASCULAR HOLDINGS LLC		
<b>Street Address:</b>	140 East 45th Street, 44th Floor		
<b>Internal Address:</b>	c/o Paul Capital Partners		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:	DELAWARE	
<b>PROPERTY NUMBERS Total: 1</b>			
<span style="border: 1px solid black; padding: 2px;">Correction</span>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2767898	CAPTISOL-ENABLED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(877)840-9771		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	7038164057		
<b>Email:</b>	wfg@nixonvan.com		
<b>Correspondent Name:</b>	WILLEM F. GADIANO		
<b>Address Line 1:</b>	NIXON & VANDERHYE P.C.		
<b>Address Line 2:</b>	901 N. GLEBE ROAD, 11TH FLOOR		
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203		
<b>ATTORNEY DOCKET NUMBER:</b>	WFG-4379-20		
<b>NAME OF SUBMITTER:</b>	Willem F. Gadiano		

OP \$40.00 2767898

700398889

**TRADEMARK**  
**REEL: 003932 FRAME: 0941**

Signature:	/Willem F. Gadiano/
Date:	02/05/2009
Total Attachments: 8 source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page1.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page2.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page3.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page4.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page5.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page6.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page7.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page8.tif	

TO:WILLEM F. GADIANO COMPANY:NIXON &amp; VANDERHYE P.C.

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/05/2009  
900126407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of a Security Interest (Lien) in Grantor's (Licensee's/Debtor's) License Rights to Grantee (Secured Party) (See Document for Details)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	PRISM PHARMACEUTICALS, INC.		01/30/2009
			CORPORATION:
RECEIVING PARTY DATA			
Name:	CARDIOVASCULAR HOLDINGS LLC		
Street Address:	140 East 45th Street, 44th Floor		
Internal Address:	c/o Paul Capital Partners		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2767898	CAPTISOL-ENABLED
CORRESPONDENCE DATA			
Fax Number:	(877)840-9771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7038164057		
Email:	wfg@nixonvan.com		
Correspondent Name:	WILLEM F. GADIANO		
Address Line 1:	NIXON & VANDERHYE P.C.		
Address Line 2:	901 N. GLEBE ROAD, 11TH FLOOR		
Address Line 4:	ARLINGTON, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	WFG-4379-20		
NAME OF SUBMITTER:	Willem F. Gadiano		

OP \$40.00 2767898

TRADEMARK  
REEL: 003932 FRAME: 0943

TO:WILLEM F. GADIANO COMPANY:NIXON & VANDERHYE P.C.

Signature:	/Willem F. Gadiano/
Date:	02/05/2009
Total Attachments: 8 source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page1.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page2.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page3.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page4.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page5.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page6.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page7.tif source=WFG4379-0020-Prism-CVH-(Recorded05Feb2009)#page8.tif	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 05:45 PM 01/30/2009  
INITIAL FILING # 2009 0324936

SRV: 090089009

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jayashree Lakshmanan  
CT Corporation  
208 S. LaSalle Street  
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - (use debtor's legal name (1a or 1b) - do not abbreviate or use initials or aliases)

1a. ORGANIZATION'S NAME  
**Prism Pharmaceuticals, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**1150 First Avenue, Suite 1050 King of Prussia PA 19406 U.S.**

1d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

**Corporation Delaware 3616835**  NONE

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL. INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR (SPA) - insert only any assigned party name (3a or 3b))

3a. ORGANIZATION'S NAME  
**Cardiovascular Holdings LLC**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**140 East 45th Street, 44th Floor New York NY 10017 U.S.**

4. This FINANCING STATEMENT covers the following collateral:  
See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILORE  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Additional Filing Information:  F. SECURED PARTY  7. CHECK TO REQUEST SEARCH REPORT (on CHECKOFF)  AT Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA  
**DE Secretary of State (457679-0041) 7474588 50 799 JL ①**

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)  
DEUCC1PRAT - 12/17/2008 C T System Online

**EXHIBIT A TO UCC FINANCING STATEMENT**

**Debtor:** Prism Pharmaceuticals, Inc.  
1150 First Avenue, Suite 1050  
King of Prussia, Pennsylvania 19406

**Secured Party:** Cardiovascular Holdings LLC  
140 East 45th Street, 44th Floor  
New York, New York 10017

**Collateral:**

All of the following personal 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) the Assigned Interests, the Intellectual Property, the Product and the Regulatory Approvals;
- (b) its rights under the License Agreements, including, without limitation, (i) all rights to receive moneys due or to become due under or pursuant to the License Agreements, (ii) all rights to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the License Agreements, (iii) all claims for damages arising out of any breach of or default under the License Agreements, and (iv) all rights to terminate, amend, supplement, modify or exercise rights or options under the License Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;
- (c) its rights under the CyDex Agreement;
- (d) all Accounts, contract rights, Payment Intangibles, Instruments, Chattel Paper and General Intangibles and other rights to payment, in each case, constituting, comprising or evidencing any of the foregoing Collateral;
- (e) all books, records, databases, information, clinical data, test results, study results and regulatory filings and approvals, in each case, specifically relating to any of the foregoing Collateral;
- (f) the Deposit Account and the Joint Concentration Account (collectively, the "Pledged Deposit Accounts"), all funds on deposit in each Pledged Deposit Account, all investments arising out of such funds, all claims thereunder or in connection therewith and special purpose subaccounts maintained therein, and all monies and credit balances from time to time held in the Pledged Deposit Accounts or such subaccounts; all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by Prism in substitution for or in addition to any or all of the then existing items described in this subsection (f) and all

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interest, dividends, cash, securities, rights, instruments and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds, or such investments or received in exchange for any or all of the items described in this subsection (f);

- (g) all money now or at any time in the possession or under the control of, or in transit to, CVH or Prism relating to any of the foregoing Collateral;
- (h) all Proceeds, products, rents and profits of or from any and all of the foregoing Collateral, all proceeds that constitute property, and, to the extent not otherwise included, all payments under insurance (whether or not CVH is the loss payee or beneficiary thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral; and
- (i) all rights to license or otherwise exploit the Intellectual Property.

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, it being the intention of the Debtor that the description of the Collateral set forth above be construed to include the broadest possible range of assets described herein.

As used herein the following terms have the meanings indicated:

**"Affiliate"** shall mean any Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, **"control"** shall mean (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

**"Applicable Percentage"** shall mean, as of any date of determination, on a Fiscal Year-by-Fiscal Year basis (or applicable portion thereof in the first and last Fiscal Years under the Revenue Interests Agreement), during the Revenue Interest Period,

- (a) prior to the date that the payments received and retained (i.e., not refunded by CVH) by CVH under Sections 2.02 and 5.08 of the Revenue Interests Agreement and in respect of cash interest on the Debt Advance are less than two and one-half (2.5) times the aggregate amount paid by CVH under Section 2.03 of the Revenue Interests Agreement, the following:
  - (i) with respect to Net Revenues of up to and including \$50,000,000, nine and one-half percent (9.5%);
  - (ii) with respect to Net Revenues in excess of \$50,000,000 but less than and including \$80,000,000, six percent (6%); and
  - (iii) with respect to Net Revenues in excess of \$80,000,000, one percent (1%);

provided, that if the aggregate amount paid by CVH to Prism pursuant to Section 2.03 of the Revenue Interests Agreement is less than \$30,000,000, each of the percentages set forth in clauses (i), (ii) and (iii) above shall be multiplied by a fraction, the numerator of which is the aggregate amount paid by CVH to Prism pursuant to Section 2.03 of the Revenue Interests Agreement and the denominator of which is \$30,000,000;

and

- (b) from and after the date that the payments received and retained (i.e., not refunded by CVH) by CVH under Sections 2.02 and 5.08 of the Revenue Interests Agreement and in respect of cash interest on the Debt Advance are at least two and one-half (2.5) times the aggregate amount paid by CVH under Section 2.03 of the Revenue Interests Agreement, one percent (1.0%).

"Assigned Interests" shall mean CVH's right to receive amounts equal to the Applicable Percentage of the Net Revenues generated during the Revenue Interest Period pursuant to the terms and conditions of the Revenue Interests Agreement.

"Bag Formulation" shall mean pre-mixed bag formulation of the Product.

"CVH" shall mean Cardiovascular Holdings LLC, a Delaware limited liability company.

"CVH Concentration Account" shall mean a segregated account established for the benefit of CVH and maintained at the Deposit Bank pursuant to the terms of the Deposit Agreement and the Revenue Interests Agreement. The CVH Concentration Account shall be the account into which the funds held in the Joint Concentration Account which are payable to CVH pursuant to the Revenue Interests Agreement are swept by the Deposit Bank in accordance with the terms of the Revenue Interests Agreement and the Deposit Agreement.

"CyDex" shall mean CyDex, Inc.

"CyDex Agreement" shall mean that certain License Agreement, dated as of January 4, 2006, by and between CyDex and Prism, as amended from time to time.

"Debt Advance" shall mean the amount payable by CVH to Prism pursuant to Section 2.03(a) of the Revenue Interests Agreement.

"Deposit Account" shall mean collectively, any deposit and segregated deposit account established and maintained at the Deposit Bank pursuant to a Deposit Agreement and the Revenue Interests Agreement. The Deposit Account shall be the account into which all payments made to Prism in respect of the sale of the Product are to be remitted.

"Deposit Agreement" shall mean any agreement entered into by a Deposit Bank, Prism and CVH, substantially in the form of Exhibit C attached to the Revenue Interests Agreement, pursuant to which, among other things, the Deposit Account, the Joint Concentration Account, the CVH Concentration Account and the Prism Concentration Account shall be established and maintained.



**"Deposit Bank"** shall mean JPMorgan Chase Bank, N.A. or such other bank or financial institution approved by each of CVH and Prism and a party to any Deposit Agreement.

**"FDA"** shall mean the United States Food and Drug Administration or any successor federal agency thereto.

**"Fiscal Year"** shall mean the calendar year.

**"Governmental Authority"** shall mean any government, court, regulatory or administrative agency or commission, or other governmental authority, agency or instrumentality, whether federal, state or local, in any of the Major Countries, including the United States Patent and Trademark Office, the FDA, the United States National Institutes of Health, or any other governmental authority having jurisdiction over any of the Major Countries.

**"Gross Product Revenues"** means, for any period of determination, the sum of the following for such period: (i) the amounts invoiced by Prism or any of its Affiliates to a Third Party with respect to the sale of Product by Prism or any of its Affiliates, (ii) the amounts invoiced by Prism or any of its Affiliates to a Third Party with respect to the sale, distribution or other use of the Product by such Third Party in connection with any marketing, royalty or manufacturing arrangements (including any amounts invoiced by Prism or its Affiliates under License Agreements) and (iii) any cash received by Prism for any milestone or similar payments in respect of the Product. For the avoidance of doubt, Gross Product Revenues shall not include any consideration received by Prism or any of its Affiliates in return for, as payment for, or otherwise in respect of (a) the sale or issuance of any of Prism's equity or debt securities by Prism (~~provided, however,~~ that any issue or sale in excess of fair market value shall be included to the extent of such excess of fair market value); or (b) the reimbursement of development or other costs or services provided or to be provided by Prism (~~provided, however,~~ that any consideration received by Prism or any of its Affiliates in excess of the actual costs incurred by Prism or such Affiliate using customary and consistent accounting practices shall be included to the extent of such excess).

**"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 Prism, in each case materially relating to the Product.

**"Joint Concentration Account"** shall mean a segregated account, subject to a control agreement in favor of CVH, established for the benefit of Prism and CVH and maintained at the Deposit Bank pursuant to the terms of the Deposit Agreement and the Revenue Interests Agreement. The Joint Concentration Account shall be the account into which the Deposit Bank sweeps the funds held in the Deposit Account.

**"Launch"** shall be deemed to have occurred only upon such time as the Product is being commercially sold in the United States without any intended limitation by Prism in its distribution irrespective of whether the Bag Formulation has received FDA approval. For the avoidance of doubt, a Launch will not be deemed to have occurred upon the first commercial

sale of the Product pursuant to any regional or similarly limited launch of the Product in the United States or to any pediatric or similarly limited subset of the target patient population (i.e., the arrhythmia population).

"License Agreement" shall mean any existing or future license, development, commercialization, co-promotion, collaboration, distribution, manufacturing, marketing or partnering agreement entered into before or during the Revenue Interest Period by Prism or any of its Affiliates relating to the Product and/or under the Intellectual Property.

"Major Countries" shall mean any of Germany, France, Italy, Spain, the United Kingdom, the United States or Japan.

"Net Revenues" shall mean, for any period of determination, the difference of

- (a) Gross Product Revenues for such period, less
- (b) the sum, with respect to the items described in clauses (i) and (ii) of the definition of Gross Product Revenues, of
  - (i) cash, trade discounts and rebates actually granted or paid but only if and to the extent the same are in accordance with sound business practices and not in excess of customary industry standards,
  - (ii) allowances and adjustments actually credited to customers for Product that is spoiled, damaged, outdated, obsolete, returned or otherwise recalled, but only if and to the extent the same are in accordance with sound business practices and not in excess of customary industry standards,
  - (iii) charges for freight, postage, shipping, delivery, service and insurance charges, to the extent invoiced,
  - (iv) taxes, duties or other governmental charges to the extent invoiced,
  - (v) write-offs or allowances for bad debts (consistent with a commercially reasonable credit and collection policy), and
  - (vi) rebates and chargebacks and other price reduction programs granted to managed care entities, Governmental Authorities, GPOs or pharmaceutical benefit management companies.

In calculating Net Revenues, any transfer from Prism to an Affiliate shall be disregarded and the calculation shall instead be based on the first transfer to a Third Party.

"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 relating to the Product, composition of matter, formulation, or methods of manufacture or use thereof that are owned, controlled by, issued to, licensed to or licensed by Prism or any of its Affiliates.

"Person" shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, but not including a government or political subdivision or any agency or instrumentality of such government or political subdivision.

"Prism" shall mean Prism Pharmaceuticals, Inc., a Delaware corporation.

"Prism Concentration Account" shall mean a segregated account established and maintained at the Deposit Bank pursuant to the terms of the Deposit Agreement and the Revenue Interests Agreement. The Prism Concentration Account shall be the account into which the funds remaining in the Joint Concentration Account after payment therefrom of the amounts payable to CVH pursuant to the Revenue Interests Agreement are swept in accordance with the terms of the Revenue Interests Agreement and the Deposit Agreement.

"Product" shall mean (i) any FDA approved pharmaceutical product used for the treatment of acute cardiac arrhythmias by means of an intravenous formulation, (ii) any product of any formulation containing the active ingredient amiodarone or (iii) any derivative or closely related analogs of amiodarone (including but not limited to any stereoisomers, either separated or combined, any hydrates, any polymorphs, any salts, any solvates or any crystal forms).

"Regulatory Approval" shall mean all approvals (including, without limitation, where applicable, pricing and reimbursement approval and schedule classifications), product and/or establishment licenses, registrations or authorizations of any Governmental Authority of a Drug Approval Application necessary for the manufacture, use, storage, import, export, transport, offer for sale, or sale of the Product in a regulatory jurisdiction.

"Revenue Interest Period" shall mean the period from and including the date of Launch through and including the expiration of ten (10) complete calendar years (ending December 31) following the date of Launch, unless earlier terminated upon a repurchase of the Assigned Interests by Prism pursuant to Section 5.07 of the Revenue Interests Agreement or otherwise in accordance with the terms of the Revenue Interests Agreement.

"Revenue Interests Agreement" shall mean that certain Revenue Interests Assignment Agreement, dated as of August 10, 2006 and as amended on September 5, 2006, and as modified by that certain Letter Agreement, dated January 29, 2009, by and between Prism and CVH.

"Third Party" shall mean any Person other than Prism or CVH or their respective Affiliates.

"UCC" shall mean the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

**EXHIBIT****IN-LICENSED PATENTS AND PATENT APPLICATIONS**

<b>Country</b>	<b>Patent Number</b>	<b>Application Number</b>
United States	6,869,939	10/139,620
Europe		3728598.8 (EP1501496 A2)
Australia	2003234285	2003234285
Canada		2483774
Japan		2004-500775
Korea		1020047017639
WIPO (PCT)		PCT/US03/13250

**IN-LICENSED TRADEMARK**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Application Number</b>
United States	CAPTISOL-ENABLED	2767898	76/395460

**CORPORATE TRADEMARKS**

<b>Country</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Application Number</b>
United States	PRISM PHARMACEUTICALS	3459378	78/635053
United States	PRISM PHARMACEUTICALS & Logo	3455282	78/635067
United States	NEXTERONE	3438253	78/910301
United States	PREXTA		78/910312
United States	VIDERONE		78/910292

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