

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
Aton Pharma, Inc.		02/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CIT Healthcare LLC, as agent
Street Address:	505 Fifth Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0689024	AQUAMEPHYTON
Registration Number:	0760911	CUPRIMINE
Registration Number:	1051092	DEMSER
Registration Number:	0789575	EDECRIN
Registration Number:	1156075	LACRISERT
Registration Number:	0582261	MEPHYTON
Registration Number:	1510660	SYPRINE
Registration Number:	1902106	TIMOPTIC-XE
Registration Number:	1103298	TIMOPTIC
Registration Number:	0817467	OCUMETER
Registration Number:	1818707	OCUDOSE
Serial Number:	77021119	ATON PHARMA
Serial Number:	77021113	ATON PHARMA
Serial Number:	77423387	EDECRIN

CH \$415.00 0689024

Serial Number:	77423383	LACRISERT
Serial Number:	77423385	MEPHYTON

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37832.00.0045
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	02/19/2009

Total Attachments: 18

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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (this “**Agreement**”) dated as of February 17, 2009, made by and among ATON PHARMA, INC., a Delaware corporation (“**Aton**”; and together with such other Persons joined hereto as a grantor from time to time, collectively, the “**Grantors**” and individually, a “**Grantor**”), and CIT HEALTHCARE LLC, a Delaware limited liability company, as agent for the Lenders referred to below (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Agent and Sole Book Runner, certain financial institutions from time to time a party thereto (the “**Lenders**”), CIT Capital Securities LLC and Fifth Third Bank, as Joint Lead Arrangers, Aton, and the other Loan Parties party thereto have entered into that certain Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated of even date herewith, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to the Grantors;

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Credit Agreement and to secure the Obligations under the Credit Agreement and the other Loan Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined herein have the meanings assigned thereto in the Credit Agreement; and (b) the following terms have the following meanings:

“**Collateral**” see - Section 2.

“**Default**” means the occurrence of any Event of Default.

- (ii) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Credit Agreement and any

of the other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Grantor's now owned or existing and hereafter acquired or arising (collectively, the "**Collateral**"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement, whether entered into prior to or after the date hereof, which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, such Grantor will in good faith use reasonable efforts to obtain consent for

the creation of a security interest in favor of the Agent in such Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Subject to the last sentence of Section 2(iii), none of the Grantors will, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Grantor further agrees that it will not take any action, and will not permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks and Licenses. Each of the Grantors represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Grantor, which are material to the operation of such Grantor's business. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and, to the extent such Trademark or license is material to the operation of such Grantor's business, such Grantor shall give to Agent prompt written notice thereof. Each of the Grantors hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, each of the Grantors hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Credit Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent for its benefit and the ratable benefit of the Lenders a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Each of the Grantors hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Nature and Continuation of Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Credit Agreement terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, in accordance with the terms and conditions of the Credit Agreement, to inspect the premises of each of the Grantors and to examine the books, records, and operations of each of the Grantors relating to the Trademarks and the Licenses, including, without limitation, such Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. From and after the occurrence of, and during the continuance of, a Default, and subject to the terms of the Credit Agreement, each of the Grantors agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks or the Licenses. Each of the Grantors agrees (i) not to sell or assign its respective interests in, or grant any license under (other than granting any license in the ordinary course of business), the Trademarks or the Licenses without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

9. Duties of Grantors. Each of the Grantors shall have the duty, to the extent desirable in the normal conduct of such Grantor's business and consistent with such Grantor's current business practices or such Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks and (iv) obtain any consents, waivers or agreements necessary to enable Agent to exercise its remedies with respect to any and all Collateral. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. No Grantor shall abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of such Grantor's business, as determined in such Grantor's commercially reasonable business judgment. Grantors agree to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

10. Agent's Right to Sue; Limited License. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, each of the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby. Each of the Grantors hereby grants to Agent a license with respect to all Trademarks and Licenses owned or used by such Grantor to the extent necessary to enable Agent, effective upon the occurrence of any Default, to realize on the Trademarks and Licenses and any successor or assign to enjoy the benefits of the Trademarks and Licenses. This license shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Grantor or any other Person by Agent or any other Person.

11. Waivers. No course of dealing between any Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Credit Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of a Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of such Grantor's business. Any proceeds of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Agent toward the payment of such of the Obligations, and in such order of application, as the Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Grantors or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or non-exclusive license with respect to the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Licenses to anyone on commercially reasonable terms. Each of the Grantors hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Credit Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and each of the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor;

provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. EACH PARTY HERETO HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY (INCLUDING ITS APPELLATE DIVISION), AND OF ANY OTHER APPELLATE COURT IN THE STATE OF NEW YORK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH LOAN PARTY HEREBY ALSO SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ALL FEDERAL AND STATE COURTS SITTING IN ANY STATE IN WHICH A BORROWER OR OTHER LOAN PARTY OWNS PROPERTY OR OPERATES ITS BUSINESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT 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.

19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered personally (effective upon delivery), via facsimile (effective upon confirmation of transmission), via overnight courier (effective the next Business Day after dispatch if instructed to deliver on next Business Day) or via U.S. Mail (effective three (3) days after mailing, postage prepaid, first class) to each party at its address(es) and/or facsimile

number(s) set forth below its signature, or to such other address as either party shall specify to the other in writing from time to time.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, the Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantors. Agent and the Grantors shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

ATON PHARMA, INC., a Delaware corporation

By: 
Name: Michael G. Wells
Title: Chief Executive Officer and President

Address:

3150 Brunswick Pike, Suite 230
Lawrenceville, New Jersey 08648
Attn: Michael Wells, President
Fax: (609) 671-9046

With a copy to:

Lowenstein Sandler PC
65 Livingston Avenue
Roseland, New Jersey 07068
Attn: Robert G. Minion, Esq.
Fax: (973) 597-2425

Signature Page to Trademark and License Security Agreement

AGENT:

CIT HEALTHCARE LLC, a Delaware limited liability company, as Agent

By: 

Name: Leland Richards

Title: Director

Address:

505 Fifth Avenue, 6th Floor

New York, New York 10017

Attn: Healthcare – Cash Flow Portfolio Manager

Fax: (212) 771-9317

Signature page for the Trademark and License Security Agreement dated as of _____, 2009 (the “**Agreement**”), by and among ATON PHARMA, INC. and CIT HEALTHCARE LLC, as Agent; capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned is executing a counterpart of this Agreement for purposes of becoming a party to this Agreement (and attached to this signature page are supplements to the Schedules to the Agreement setting forth all relevant information with respect to the undersigned). The undersigned hereby agrees that this Signature Page may be attached to the Agreement, that it shall be bound by all of the terms of the Agreement and that the Trademarks, Licenses and other Collateral described on the supplements attached to this Signature Page shall be deemed part of the Collateral under the Agreement securing the Obligations (as defined in the Credit Agreement). Without limiting the generality of the foregoing, pursuant to Section 2 of the Agreement, the undersigned hereby grants to Agent for its benefit and the ratable benefit of the Lenders, a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of undersigned’s interest in now owned or existing and hereafter acquired or arising Collateral to secure all Obligations.

[ADDITIONAL GRANTOR]


By: _____
Title: _____


SCHEDULE A

to Trademark and License Security Agreement

Trademarks

FOREIGN REGISTRATIONS

Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	Algeria	LACRISERT	60899
Aton Pharma, Inc.	Argentina	CUPRIMINE	1582727
Aton Pharma, Inc.	Aruba	LACRISERT	19714
Aton Pharma, Inc.	Australia	CUPRIMINE	179936
Aton Pharma, Inc.	Australia	DEMSEER	195163
Aton Pharma, Inc.	Australia	LACRISERT	360348
Aton Pharma, Inc.	Austria	EDECRIN	53457
Aton Pharma, Inc.	Bangladesh	EDECRIN	2253
Aton Pharma, Inc.	Benelux	LACRISERT	373151
Aton Pharma, Inc.	Benelux	LACRISERT	374698
Aton Pharma, Inc.	Bermuda	AQUAMEPHYTON	20543
Aton Pharma, Inc.	Bermuda	EDECRIN	5332
Aton Pharma, Inc.	Bolivia	CUPRIMINE	17253-C/64058-A
Aton Pharma, Inc.	Brazil	CUPRIMINE	0006549373
Aton Pharma, Inc.	Brunei	CUPRIMINE	15738
Aton Pharma, Inc.	Canada	AQUAMEPHYTON	TMA114927
Aton Pharma, Inc.	Canada	CUPRIMINE	TAM132150
Aton Pharma, Inc.	Canada	DEMSEER	TMA145840
Aton Pharma, Inc.	Canada	EDECRIN	TMA141081
Aton Pharma, Inc.	Canada	LACRISERT	TMA265693
Aton Pharma, Inc.	Canada	SYPRINE	TMA372268
Aton Pharma, Inc.	Colombia	CUPRIMINE	54452
Aton Pharma, Inc.	Costa Rica	AQUAMEPHYTON	105242
Aton Pharma, Inc.	Costa Rica	CUPRIMINE	27623/20462
Aton Pharma, Inc.	Costa Rica	LACRISERT	61010
Aton Pharma, Inc.	Ecuador	LACRISERT	383398
Aton Pharma, Inc.	Egypt	EDECRIN	51760
Aton Pharma, Inc.	Egypt	LACRISERT	58982
Aton Pharma, Inc.	El Salvador	CUPRIMINE	10744
Aton Pharma, Inc.	European Community		002827152

Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	European Community		002824365
Aton Pharma, Inc.	Finland	LACRISERT	84808
Aton Pharma, Inc.	France	DEMSEK	1596822
Aton Pharma, Inc.	France	EDECRINE	1536426
Aton Pharma, Inc.	France	LACRISERT	1662800
Aton Pharma, Inc.	Ghana	EDECRIN	13281
Aton Pharma, Inc.	Ghana	LACRISERT	22358
Aton Pharma, Inc.	Guatemala	CUPRIMINE	15898
Aton Pharma, Inc.	Honduras	EDECRIN	13485
Aton Pharma, Inc.	Hong Kong	CUPRIMINE	530/1963
Aton Pharma, Inc.	Hong Kong	EDECRIN	127664
Aton Pharma, Inc.	Iceland	CUPRIMINE	8/1964
Aton Pharma, Inc.	International Register (Coverage to France, Germany, Monaco)	DEMSEK	302739
Aton Pharma, Inc.	International Registration (Coverage to Monaco)	LACRISERT	466068
Aton Pharma, Inc.	Iran	LACRISERT	53910
Aton Pharma, Inc.	Ireland	EDECRIN	67021
Aton Pharma, Inc.	Israel	CUPRIMINE	21725
Aton Pharma, Inc.	Israel	EDECRIN	88404
Aton Pharma, Inc.	Israel	LACRISERT	52145
Aton Pharma, Inc.	Israel	MEPHYTON	88401
Aton Pharma, Inc.	Israel	SYPRINE	88403
Aton Pharma, Inc.	Italy	LACRISERT	440122
Aton Pharma, Inc.	Kenya	LACRISERT	28677
Aton Pharma, Inc.	Kuwait	LACRISERT	12611
Aton Pharma, Inc.	Lebanon	LACRISERT	40777
Aton Pharma, Inc.	Malaysia	CUPRIMINE	M/39510
Aton Pharma, Inc.	Malaysia	EDECRIN	M/39510
Aton Pharma, Inc.	Malta	EDECRIN	8077
Aton Pharma, Inc.	Mauritius	EDECRIN	243
Aton Pharma, Inc.	Mauritius	LACRISERT	189
Aton Pharma, Inc.	Mexico	LACRISERT	835086
Aton Pharma, Inc.	Morocco	LACRISERT	77274
Aton Pharma, Inc.	Myanmar	EDECRIN	8871964





Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	Myanmar	MEPHYTON	186354
Aton Pharma, Inc.	Netherland Antilles	EDECRIN	02762
Aton Pharma, Inc.	Netherland Antilles	LACRISERT	02752
Aton Pharma, Inc.	New Zealand	DEMSER	78746
Aton Pharma, Inc.	Nicaragua	LACRISERT	13526CC
Aton Pharma, Inc.	Nigeria	EDECRIN	15126
Aton Pharma, Inc.	Nigeria	LACRISERT	39721
Aton Pharma, Inc.	Norway	CUPRIMINE	62184
Aton Pharma, Inc.	Norway	LACRISERT	111676
Aton Pharma, Inc.	Panama	CARMINE	14101
Aton Pharma, Inc.	Peru	CUPRIMINE	53067
Aton Pharma, Inc.	Portugal	LACRISERT	211722
Aton Pharma, Inc.	Qatar	EDECRIN (with Arabic characters)	1381
Aton Pharma, Inc.	Qatar	LACRISERT (with Arabic)	1728
Aton Pharma, Inc.	Saudi Arabia	AQUAMEPHYTON	5534
Aton Pharma, Inc.	Saudi Arabia	EDECRIN	1798
Aton Pharma, Inc.	Sierra Leone	EDECRIN	6925
Aton Pharma, Inc.	Singapore	CUPRIMINE	T6332474F
Aton Pharma, Inc.	Singapore	EDECRIN	T6435198D
Aton Pharma, Inc.	South Africa	CUPRIMINE	63/0587
Aton Pharma, Inc.	South Africa	EDECRIN	641994
Aton Pharma, Inc.	South Africa	LACRISERT	813106
Aton Pharma, Inc.	Spain	LACRISERT MERCK & CO., INC. (Stylized)	977613
Aton Pharma, Inc.	Sweden	CUPRIMINE	108839
Aton Pharma, Inc.	Sweden	EDECRIN	113986
Aton Pharma, Inc.	Sweden	EDECRINA	116533
Aton Pharma, Inc.	Sweden	LACRISERT	18902
Aton Pharma, Inc.	Syria	LACRISERT	21638
Aton Pharma, Inc.	Taiwan	CUPRIMINE (in Chinese)	16848
Aton Pharma, Inc.	Taiwan	CUPRIMINE	16634
Aton Pharma, Inc.	Taiwan	EDECRIN	21048
Aton Pharma, Inc.	Taiwan	EDECRIN (in Chinese characters)	21049
Aton Pharma, Inc.	Taiwan	LACRISERT	166631
Aton Pharma, Inc.	Taiwan	LACRISERT (in Chinese)	1075975
Aton Pharma, Inc.	Taiwan	LACRISERT (in Chinese)	589745
Aton Pharma, Inc.	Thailand	CUPRIMINE	Kor2236
Aton Pharma, Inc.	Turkey	CUPRIMINE	103212
Aton Pharma, Inc.	U.K.	DEMSER	1394318

Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	U.K.	EDECIN	865481
Aton Pharma, Inc.	Uruguay	CUPRIMINE	363828
Aton Pharma, Inc.	Uruguay	LACRISERT	378491
Aton Pharma, Inc.	Uzbekistan	EDECIN	2072

U.S. REGISTRATIONS

Grantor	Mark	Reg. No.
Aton Pharma, Inc.	AQUAMEPHYTON	689024
Aton Pharma, Inc.	CUPRIMINE	760911
Aton Pharma, Inc.	DEMSER	1051092
Aton Pharma, Inc.	EDECIN	789575
Aton Pharma, Inc.	LACRISERT	1156075
Aton Pharma, Inc.	MEPHYTON	582261
Aton Pharma, Inc.	SYPRINE	1510660

U.S. APPLICATIONS

Grantor	Mark	Appl. No.	Appl. Date
Aton Pharma, Inc.	ATON PHARMA	77021119	10/13/2006
Aton Pharma, Inc.	 The logo for Aton Pharma, featuring the word "ATON" in a large, bold, serif font with a small circle containing a cross inside the letter "O". Below "ATON" is the word "PHARMA" in a smaller, spaced-out, sans-serif font.	77021113	10/13/2006
Aton Pharma, Inc.	 The logo for Edecrin, featuring the word "Edecrin" in a bold, sans-serif font.	77423387	3/17/2008
Aton Pharma, Inc.	 The logo for Lacrisert, featuring a stylized graphic of three curved lines above the word "LACRISERT" in a bold, sans-serif font.	77423383	3/17/2008
Aton Pharma, Inc.	 The logo for Mephyton, featuring a stylized graphic of a crown or crown-like shape above the word "Mephyton" in a bold, sans-serif font.	77423385	3/17/2008

FOREIGN APPLICATION

Grantor	Jurisdiction	Mark	App. No.
Aton Pharma, Inc.	Argentina	LACRISERT	2780712

ACQUIRED INTELLECTUAL PROPERTY

ACQUIRED TRADEMARKS

Country	Trademark	Status	Registration Number
United States	TIMOPTIC-XE	Registered	1902106
United States	TIMOPTIC	Registered	1103298
United States	OCUMETER	Registered	817467
United States	OCUDOSE	Registered	1818707
Puerto Rico	TIMOPTIC-XE	Registered (Renewal Pending)	36549
Puerto Rico	TIMOPTIC	Registered	22261

ACQUIRED DOMAIN NAMES

1. timoptic.biz, timoptic.com, timoptic.info, timoptic.us, timoptic-xe.biz, timoptic-xe.com, timoptic-xe.info and timoptic-xe.us.

SCHEDULE B

to Trademark and License Security Agreement

LICENSES

None.