TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APP Pharmaceuticals, LLC		09/10/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch
Street Address:	Winchester House
Internal Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	Collateral Agent: UNITED KINGDOM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1207817	M.T.E.
Registration Number:	1388211	MAXIFILL
Registration Number:	1354923	MAXIVIAL
Registration Number:	0774860	MURI-LUBE
Registration Number:	1711083	NEBUPENT
Registration Number:	1423564	NEOTRACE
Registration Number:	1423565	PEDTRACE
Registration Number:	1358807	PENTAM
Registration Number:	2355636	STERI-TAMP
Registration Number:	1562957	LYPHOCIN
Registration Number:	2544397	APP
Registration Number:	1469589	ASTRAMORPH
Registration Number:	1304645	DIPRIVAN

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Registration Number:	1902331	EMLA
Registration Number:	2148189	NAROPIN
Registration Number:	0648536	NESACAINE
Registration Number:	1376828	POLOCAINE
Registration Number:	1313013	SENSORCAINE
Registration Number:	0692703	XYLOCAINE
Registration Number:	0534232	XYLOCAINE
Registration Number:	2130448	NAROPIN
Registration Number:	1848947	EMLA
Serial Number:	78772508	READYFLEX SOLUTIONS
Serial Number:	77318374	APP
Serial Number:	77318368	APP

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart

Address Line 1: White & Case LLP

Address Line 2: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	4410650-0345

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	03/02/2009

Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, APP Pharmaceuticals, LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1501 East Woodfield Road, Suite 300 East, Schaumburg, IL 60173 hereby gives notice of a grant (the "Grant") to Deutsche Bank AG, London Branch, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester, Street, London EC2N 2DB (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto (ii) all Proceeds (as such term is defined in the Intellectual Property Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same; provided that with respect to any such Trademarks, applications in the United States Patent and Trademark Office to register such Trademarks on the basis of any Grantor's "intent to use such Trademarks will not be deemed to be Granted unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the Grant herein.

The Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the U.S. Intellectual Property Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 10, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Intellectual Property Security Agreement"). Upon the occurrence of a termination or release (as defined in section 5.13 of the Intellectual Property Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under the Grant.

The rights and remedies of the parties hereto with respect to the security interest noticed herein are as set forth in the Intellectual Property Security Agreement, all terms and provisions of which are set forth therein. In the event that any provisions of this notice are deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

APP PHARMACEUTICALS, LLC, Grantor

By_____

Name: Thomas H. Silberg

Title: President

Signature page to Grant in U.S. Intellectual Property

NEWYORK 6803176 (2K)

DEUTSCHE BANK AG, LONDON BRANCH,
as Primary Collateral Agent and Grantee

By: _____
Name: V. Mayer
Title: AVP

By: _____
Name: N Daniels
Title: AVP

signature page to grant in U.S. Intellectual Property

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. DATE	REG NO.
M.T.E.	9-14-82	1,207,817
MAXIFILL	4-1-86	1,388,211
MAXIVIAL	8-20/85	1,354,923
MURI-LUBE	8-11-64	774,860
NEBUPENT	9-1-92	1,711,083
NEOTRACE	1-6-87	1,423,564
PEDTRACE	1-6-87	1,423,565
PENTAM	9-10-85	1,358,807
STERI-TAMP	6-6-00	2,355,636
LYPHOCIN	10-31-89	1,562,957
APP & DESIGN	3-5-02	2,544,397
ASTRAMORPH	12-22-87	1,469,589
DIPRIVAN	11-13-84	1,304,645
EMLA	7-4-95	1,902,331
NAROPIN	3-31-98	2,148,189
NESACAINE	7-16-57	648,536
POLOCAINE	1-7-86	1,376,828
SENSORCAINE	1-8-85	1,313,013
XYLOCAINE	2-9-60	692,703
XYLOCAINE	12-5-50	534,232
NAROPIN & DESIGN	1-20-98	2,130,448
EMLA	8-9-94	1,848,947

Trademark Applications

MARK	FILING DATE	APPLICATION NO.
READYFLEX SOLUTIONS	12-13-05	78/772,508
APP	10-31-07	77/318,374
APP & DESIGN	10-31-07	77/318,368