

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services Inc.	FORMERLY Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.	03/18/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Ovation Pharmaceuticals, LLC
<b>Street Address:</b>	Four Parkway North, Suite 200
<b>Internal Address:</b>	Attn: Lundbeck Inc.
<b>City:</b>	Deerfield
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60015
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	0759115	COSMEGEN
Registration Number:	0920555	ELSPAR
Registration Number:	0566271	MUSTARGEN
Registration Number:	1317567	PANHEMATIN
Registration Number:	0627656	PEGANONE
Registration Number:	1521495	DESOXYN
Registration Number:	0687128	DESOXYN GRADUMET
Registration Number:	0321093	MEBARAL
Registration Number:	0285003	NEMBUTAL
Registration Number:	1366276	SABRIL
Registration Number:	1583299	T
Registration Number:	1598120	T-TAB

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Registration Number:	3022457	OV
Registration Number:	3022458	OVATION PHARMACEUTICALS
Registration Number:	1443827	CHEMET
Serial Number:	78592387	SABRIL
Serial Number:	78779408	SABOVRIL
Serial Number:	78725983	OV
Serial Number:	78779481	ZABRIGA

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-739-5652  
Email: chowell@morganlewis.com  
Correspondent Name: Catherine R. Howell, Senior Paralegal  
Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	069357-0024
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	03/20/2009

**Total Attachments: 4**  
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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS (this "Release") is dated as of March 18, 2009 by GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as Administrative Agent ("Grantee").

WHEREAS, Grantee and Ovation Pharmaceuticals, Inc., an Illinois corporation ("Borrower") entered into that certain Trademark Security Agreement dated as of August 10, 2005 (the "Borrower Trademark Security Agreement");

WHEREAS, Grantee and Ovation Pharmaceuticals, LLC, a Delaware limited liability company (which subsequently merged with and into Borrower) entered into that certain Trademark Security Agreement dated as August 10, 2005 (the "LLC Trademark Security Agreement");

WHEREAS, Grantee and Winstrol, LLC, an Illinois limited liability company ("Winstrol" and together with Borrower (including Ovation Pharmaceuticals, LLC for the avoidance of doubt), the "Grantors") entered into that certain Trademark Security Agreement dated as of August 10, 2005 (the "Winstrol Trademark Security Agreement" and collectively with the Borrower Trademark Security Agreement and the LLC Trademark Security Agreement, the "Trademark Security Agreements");

WHEREAS, the Trademark Security Agreements were reaffirmed and amended by that certain Master Reaffirmation and Amendment to Security Documents dated as of December 22, 2006 (the "Reaffirmation" and, together with the Trademark Security Agreements, the "Amended Trademark Security Agreements") by and among the Grantee, Grantors, and the other Debtors (as defined therein) party thereto (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Reaffirmation);

WHEREAS, pursuant to the Amended Trademark Security Agreements, Grantee was granted a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for Obligations;

WHEREAS, Grantee recorded the Trademark Security Agreements against:

1. Ovation Pharmaceuticals, Inc. on August 18, 2005 at Reel 3143, Frame 0161 in the United States Patent and Trademark Office;
2. Ovation Pharmaceuticals, Inc. on December 28, 2005 at Reel 3451, Frame 0749 in the United States Patent and Trademark Office;
3. Ovation Pharmaceuticals, LLC on August 18, 2005 at Reel 3143, Frame 0097 in the United States Patent and Trademark Office;

4. Winstrol, LLC on August 18, 2005 at Reel 3143, Frame 0155  
in the United States Patent and Trademark Office, and
5. Winstrol, LLC on December 28, 2006 at Reel 3451, Frame 0844  
in the United States Patent and Trademark Office;

WHEREAS, Grantors have satisfied all of the Obligations and have requested that Grantee release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

Grantee hereby fully releases and terminates its security interests in and liens on:

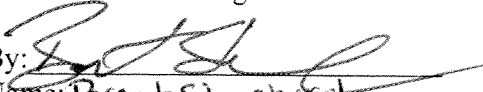
- (a) all of Grantors' now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country or used in the United States or any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantors' business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantors against third parties for infringement of the Trademarks or of any license with respect thereto.

Grantee further agrees, at the sole cost and expense of Grantors, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to, the recording, filing and entering into of any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature follows]

IN WITNESS WHEREOF, Grantee has executed this Release as of the date first above written.

**GE BUSINESS FINANCIAL SERVICES INC.,**  
as Administrative Agent

By:   
Name: Brent Shephard  
Its: Duly Authorized Signatory

[Signature Page to Release of Trademarks]

**TRADEMARK**  
**REEL: 003956 FRAME: 0573**

Schedule A

Trademarks

<u>Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
Cosmegen	759,115	10/29/63
Elspar	920,555	09/21/71
Mustargen	566,271	11/04/52
Panhematin	1,317,567	02/05/85
Peganone	627,656	05/29/56
Desoxyn	1,521,495	01/24/89
Desoxyn Gradumet	687,128	10/27/59
Mebaral	321,093	01/15/35
Nembutal	285,003	07/14/31
Sabril	1,366,276	10/22/85
T (and Design)	1,583,299	02/20/90
T-Tab	1,598,120	05/29/90
Ovation Logo/Stylized "OV"	3,022,457	12/06/05
Ovation Pharmaceuticals	3,022,458	12/06/05
Chemet	1,443,827	06/23/87
WINSTROL	725,841	01/02/62

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Sabril	78/592,387	03/22/05
Sabovril	78/779,408	12/22/05
Ovation Logo	78/725,983	10/04/05
Zabriga	78/779,481	12/22/05