

TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/24/2009
900139449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cumberland Pharmaceuticals, Inc.		07/22/2009	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	4th Floor, Bank of America Plaza, 414 Union St.
Internal Address:	Attn: Healthcare Banking Group
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37239-1697
Entity Type:	National Banking Association; United States of America

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2780113	ACETADOTE
Registration Number:	2854095	AMELIOR
Serial Number:	77559301	AMIPROFEN
Serial Number:	77559307	CALDOLOR
Registration Number:	2965809	CUMBERLAND PHARMACEUTICALS
Registration Number:	3274306	CUMBERLAND PHARMACEUTICALS
Registration Number:	2965810	
Registration Number:	2439494	KRISTALOSE
Serial Number:	77692820	PROFEN IV

CORRESPONDENCE DATA

Fax Number: (615)742-0410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 61-742-7780

CH \$240.00 2780113

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

Email: trademarks@bassberry.com
Correspondent Name: Robert L. Brewer
Address Line 1: 315 Deaderick Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	101617-350
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NAME OF SUBMITTER:	Robert L. Brewer
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Signature:	/Robert L. Brewer/
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Date:	07/24/2009
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Total Attachments: 10

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TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

**FOURTH AMENDMENT TO
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS FOURTH AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of July 22, 2009, is made by and between CUMBERLAND PHARMACEUTICALS INC., a Tennessee corporation (the "Grantor"), and BANK OF AMERICA, N.A., a national banking association (the "Lender").

WITNESSETH:

A. The Grantor and the Lender entered into that certain Trademark and Patent Security Agreement dated April 19, 2002, as amended by that certain First Amendment to Trademark and Patent Security Agreement dated August 1, 2002, as further amended by that certain Second Amendment to Trademark and Patent Security Agreement dated April 6, 2006, as amended by that certain Third Amendment to Trademark and Patent Security Agreement dated December 30, 2008 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), in connection with (i) that certain Amended and Restated Loan Agreement between the Grantor and the Lender dated as of October 21, 2003 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Original Loan Agreement") and (ii) that certain Second Amended and Restated Loan Agreement dated April 6, 2006 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "2006 Loan Agreement") and (iii) that certain Third Amended and Restated Loan Agreement dated December 20, 2008 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Existing Loan Agreement").

B. At the Grantor's request and in reliance upon the representations and inducements of the Grantor set forth herein and therein, the Lender has agreed to modify the terms and conditions of the Existing Loan Agreement and to amend and restate the Existing Loan Agreement pursuant to that certain Fourth Amended and Restated Loan Agreement of even date herewith (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Restated Loan Agreement").

C. Pursuant to the Restated Loan Agreement, the Lender has agreed to make available to the Grantor (i) a line of credit in the maximum principal amount of \$4,000,000 (the "Line of Credit") and (ii) a term loan in the principal amount of \$18,000,000 (the "Term Loan"; and collectively with the Line of Credit, the "Loans").

D. It is a condition precedent to the obligation of the Lender to make the Loans to the Grantor under the Restated Loan Agreement that the Grantor execute this Amendment.

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E. The Grantor and the Lender desire to execute and deliver this Amendment in order to induce the Lender to make the Loans.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and to induce the Lender to make the Loans, the Grantor and the Lender hereby agree as follows:

1. **Defined Terms.**

(a) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan Agreement" as defined therein shall mean "that certain Fourth Amended and Restated Loan Agreement dated July 22, 2008, by and between the Grantor and the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Loan Agreement" in the Security Agreement shall be a reference to "that certain Fourth Amended and Restated Loan Agreement dated July 22, 2009, by and between the Grantor and the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

(b) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan" as defined therein shall mean "collectively, (i) a line of credit in the maximum principal amount of \$4,000,000 and (ii) a term loan in the original principal amount of \$18,000,000." Each reference to "Loan" in the Security Agreement shall be a reference to "collectively, (i) a line of credit in the maximum principal amount of \$4,000,000 and (ii) a term loan in the original principal amount of \$18,000,000."

(c) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Note" as defined therein shall mean "collectively, (i) that certain Seventh Amended and Restated Promissory Note dated July 22, 2009, in the maximum principal amount of \$4,000,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Second Amended and Restated Term Promissory Note dated July 22, 2009, in the principal amount of \$18,000,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Note" in the Security Agreement shall be a reference to "collectively, (i) that certain Seventh Amended and

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Restated Promissory Note dated July 22, 2009, in the maximum principal amount of \$4,000,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Second Amended and Restated Term Promissory Note dated July 22, 2009, in the principal amount of \$18,000,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

2. Schedule A. Schedule A of the Security Agreement is hereby amended by deleting the existing Schedule A and substituting the Schedule A attached hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

CUMBERLAND PHARMACEUTICALS INC.

By: [Signature]
Name: David L. Lawrence
Title: CEO

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTOR:

CUMBERLAND PHARMACEUTICALS INC.

By: _____
Name: _____
Title: _____

LENDER:

BANK OF AMERICA, N.A.

By: Suzanne B. Smith
Name: Suzanne B. Smith
Title: Senior Vice President

7941677.2

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

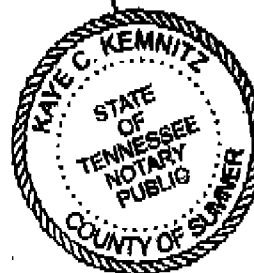
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David L. Lawrence, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the CEO of CUMBERLAND PHARMACEUTICALS INC., the within named bargainer, a corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

WITNESS my hand, at office in Nashville, TN., this 22nd day of July, 2009.

Kaye C. Kemnitz
Notary Public

My Commission Expires:

Sept. 19, 2011



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a _____ Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in _____, this _____ day of July, 2009.

Notary Public

My Commission Expires:

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of CUMBERLAND PHARMACEUTICALS INC., the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such _____.

WITNESS my hand, at office in _____, this _____ day of July, 2009.

Notary Public

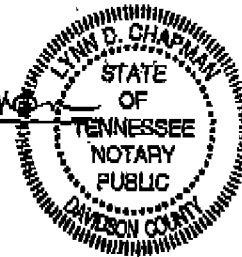
My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Suzanne Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in Nashville TN, this 21st day of July, 2009.

Lynne D. Chapman
Notary Public



My Commission Expires:

9/19/09

Fourth Amendment to Trademark and Patent Security Agreement

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SCHEDULE A to TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks

	Trademark:	Country	Serial / Registration No.
1	ACETADOTE	Thailand	Serial No. 704489
2	ACETADOTE	New Zealand	Reg. No. 790906
3	ACETADOTE	Australia	Reg. No. 1250665
4	ACETADOTE	Canada	Serial No. 1399345
5	ACETADOTE	Malaysia	Serial No. 8014434
6	ACETADOTE	United States of America	Reg. No. 2780113
7	ACETADOTE	Taiwan	Reg. No. 1351653
8	ACETADOTE	Hong Kong	Reg. No. 301135467
9	ACETADOTE	Philippines	Serial No. 42008007809
10	ACETADOTE	Macau	Serial No. N/036694
		WIPO [Australia, China, CTM, Iceland, Japan, South Korea, Liechtenstein, Monaco, Singapore, Switzerland, Turkey, and Vietnam]	
11	ACETADOTE		IR No. 966382
12	AMELIOR	Canada	Reg. No. TMA674111
13	AMELIOR	Australia	Reg. No. 1266473
14	AMELIOR	China	Serial No. 4786582
15	AMELIOR	United States of America	Reg. No. 2854095
16	AMELIOR	Hong Kong	Reg. No. 300395956
17	AMELIOR	Philippines	Reg. No. 42005002993
18	AMELIOR	Korea South	Reg. No. 602008
19	AMELIOR	Singapore	Reg. No. T05/05311E
20	AMPROFEN	United States of America	Serial No. 77559301
21	CALDOLOR	New Zealand	Serial No. 807996
22	CALDOLOR	Mexico	Serial No. 1012905
23	CALDOLOR	Canada	Serial No. 1441384
24	CALDOLOR	United States of America	Serial No. 77559307
25	CALDOLOR	Hong Kong	Serial No. 301363392
26	CALDOLOR	Brazil	*No. no assigned
27	CALDOLOR	Philippines	Serial No. 4/2009/005948
		WIPO [Australia, China, CTM, South Korea, Norway, Singapore, and Switzerland]	
28	CALDOLOR		*No. not assigned
29	CUMBERLAND PHARMACEUTICALS	United States of America	Reg. No. 2965809
30	CUMBERLAND PHARMACEUTICALS	United States of America	Reg. No. 3274306
31	Design	United States of America	Reg. No. 2965810

TRADEMARK

REEL: 004032 FRAME: 0518

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32	KRISTALOSE (licensed from Inalco S.p.A.)	United States of America	Reg. No. 2439494
33	PROFEN IV	United States of America	Serial No. 77692920

License Agreement

Kristalose Agreement, between Cumberland Pharmaceuticals, Inc. and Inalco Biochemicals Inc. and Inalco S.p.A., dated April 7, 2006.

Patents

	Title:	Country	Serial / Patent No.
1.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	US (United States of America)	Serial No. 09 / 985,246 Patent No. 6,727,286
2.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	PCT (Patent Cooperation Treaty)	Serial No. PCT / US01 / 42894 Publication No. WO/2003/039532
3.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	AU (Australia)	Serial No. 2002224475 Patent No. 2002224475
4.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	CA (Canada)	Serial No. 2,462,452 Patent No. 2,462,452
5.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	CN (China)	Serial No. 01823764.9 Patent No. ZL01823764.9
6.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	EP (European Patent Office)	Serial No. 01274674.9 Patent No. 1439830
7.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	HK (Hong Kong)	Serial No. 05100493.7 Patent No. HK1068782
8.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	IN (India)	Serial No. 706 / KOLNP / 2004 Patent No. 214237
9.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	JP (Japan)	Serial No. 2003-541823 Patent No. N / A
10.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	KR (Korea)	Serial No. 10-2004-7005994 Patent No. 10-0851679
11.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	MX (Mexico)	Serial No. PA / a / 2004 / 004024 Patent No. 241292
12.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	PH (Philippines)	Serial No. 1-2004-500495 Patent No. 1-2004-500495
13.	Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid	SG (Singapore)	Serial No. 200402210-9 Patent No. 104064
14.	N-Acetylcysteine Composition and Uses Therefor	US (United States of America)	Serial No. 11 / 209,804 Patent No. N / A
15.	N-Acetylcysteine Composition and Uses Therefor	PCT (Patent Cooperation Treaty)	Serial No. PCT / US06 / 20691 Publication No. WO2007/024311
16.	N-Acetylcysteine Composition and Uses Therefor	AU (Australia)	Serial No. 2006282030 Patent No. N / A

TRADEMARK

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17.	N-Acetylcysteine Composition and Uses Therefor	CA (Canada)	Serial No. 2,619,441 Patent No. N / A
18.	N-Acetylcysteine Composition and Uses Therefor	CN (China)	Serial No. 200680030443.9 Patent No. N / A
19.	N-Acetylcysteine Composition and Uses Therefor	EP (European Patent Office)	Serial No. 06771456.8 Pub. No. 1928449
20.	N-Acetylcysteine Composition and Uses Therefor	HU (Hong Kong)	Serial No. 08113428.7 Patent No. N / A
21.	N-Acetylcysteine Composition and Uses Therefor	JP (Japan)	Serial No. 2008-527905 Patent No. N / A
22.	N-Acetylcysteine Composition and Uses Therefor	KR (Republic of Korea)	Serial No. 10-2008-7006611 Patent No. N / A
23.	N-Acetylcysteine Composition and Uses Therefor	NZ (New Zealand)	Serial No. 566100 Patent No. N / A
24.	N-Acetylcysteine Composition and Uses Therefor	PH (Philippines)	Serial No. 1-2008-500349 Patent No. N / A
25.	N-Acetylcysteine Composition and Uses Therefor	SG (Singapore)	Serial No. 200801568-7 Patent No. N / A
26.	N-Acetylcysteine Composition and Uses Therefor	VN (Viet Nam)	Serial No. 1-2008-00711 Patent No. N / A
27.	Administration of Intravenous Ibuprofen	US (United States of America)	Serial No. 61 / 159,585 Patent No. N / A