

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Partial release	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProQuest Investments III, L.P. as collateral agent for secured parties		12/15/2009	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NovaDel Pharma Inc.		
<b>Street Address:</b>	25 Minneakoning Road		
<b>City:</b>	Flemington		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08822		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77176611	ZOLPIMIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	065972-0001		
<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Senior Paralegal		
<b>Signature:</b>	/Catherine R. Howell/		
<b>Date:</b>	12/21/2009		

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Total Attachments: 3

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## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

ProQuest Investments III, L.P. as collateral agent (the "Collateral Agent") for the ProQuest Investments II, L.P., ProQuest Investments II Advisors Fund, L.P. and ProQuest Investments III, L.P. (collectively, the "Secured Parties"), a Delaware limited partnership, having an office at 90 Nassau Street, 5<sup>th</sup> Floor, Princeton, NJ 08542, enters into this Release of Security Interests in Trademarks (the "Release") as of December 15, 2009, in favor of NovaDel Pharma Inc. ("Grantor" or "NovaDel"), a Delaware corporation, having its principal business address at 25 Minneakoning Road, Flemington, NJ 08822.

### Introduction

- A. NovaDel, the Secured Parties and the Collateral Agent entered into a Security and Pledge Agreement dated as of May 6, 2008 (the "Security Agreement"). Unless otherwise defined in this Release, all capitalized terms used herein shall have the meanings set forth in the Security Agreement.
- B. Pursuant to the Security Agreement, NovaDel granted to the Secured Parties a security interest (the "Security Interest") in the Trademark Collateral, including but not limited to the Trademark listed on the attached Schedule A.
- C. The United States Patent and Trademark Office ("PTO") recorded the Security Agreement against the United States Trademark on June 3, 2008 at Reel 3787; Frame 0968.
- E. The Collateral Agent and the Secured Parties have agreed with NovaDel to release the Trademark listed on the attached Schedule A (the "Released Mark") from the Security Agreement. Consequently, the Collateral Agent releases and reassigns to NovaDel any and all of its security interest in the Released Mark. The parties seek to make a record of that release and reassignment.

### Terms

Now, therefore, for good and valuable consideration, the receipt and adequacy of which the Collateral Agent acknowledges, the Collateral Agent confirms that as of December 15, 2009, it:

- (i) Releases, discharges, and relinquishes its security interest in the Released Mark; and
- (ii) Reassigns to NovaDel any and all right, title and interest that it may have had in the Released Mark.

The Collateral Agent specifically acknowledges that the Security Agreement is no longer effective with respect to the Released Mark and that it does not own any rights to or have any ownership interest in the Released Mark, and all of its rights and remedies with respect to the Released Mark have been and are now extinguished. Moreover, the Collateral Agent specifically acknowledges that this Release applies to it as Collateral Agent and also to all Secured Parties for the benefit of NovaDel.

The Collateral Agent will execute and deliver in the future as necessary, any additional documents that NovaDel reasonably determines are required to release, discharge, relinquish and reassign its security interests in the Released Mark to NovaDel.

**PROQUEST INVESTMENTS III, L.P.**

By: ProQuest Associates III LLC,  
its general partner

By: *P. DeAngelis*  
Name: Pasquale DeAngelis  
Title: Managing Member

State of NJ )  
County of Mercer )

On this 15<sup>th</sup> day of Dec., 2009, before me, the undersigned notary public, personally appeared Linda A. Gioino, proved to me through satisfactory evidence of identification, which was Pasquale DeAngelis, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.  
[affix seal]

Notary Public

My commission expires:

*Linda A. Gioino*



**Schedule A  
Released Trademark**

**Trademark:** ZOLPIMIST  
**U.S. App. Serial No.:** 77/176611  
**Filing Date:** May 9, 2007

DB1/64012200.3

**RECORDED: 12/21/2009**

**TRADEMARK  
REEL: 004118 FRAME: 0022**