

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ParagonRx International LLC		01/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Swiss Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3089035	PARAGONRX	
Registration Number:	3089034	PROCESS OF CARE	
Registration Number:	3093793	RXFMEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	377422		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

**CH \$90.00 3089035**

**900161715**

**TRADEMARK  
 REEL: 004201 FRAME: 0899**

Signature:	/jep/
Date:	05/10/2010
Total Attachments: 4 source=5-10-10 ParagonRx-TM#page1.tif source=5-10-10 ParagonRx-TM#page2.tif source=5-10-10 ParagonRx-TM#page3.tif source=5-10-10 ParagonRx-TM#page4.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ParagonRx International LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware LLC

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) JANUARY 31, 2010

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other TRADEMARK SECURITY AGREEMENT

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: UBS AG, Stamford Branch, as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 677 Washington Boulevard

City: Stamford

State: CT

Country: USA Zip: 06901

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_

Other Swiss bank      Citizenship Switzerland  
if assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

3089035, 3089034 and 3093793

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Maureen P. Murphy  
Signature

MAY 7, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of ~~December~~<sup>January</sup> 31, 2010 by PARAGONRX INTERNATIONAL LLC (the "Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 5, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademark of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.


SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

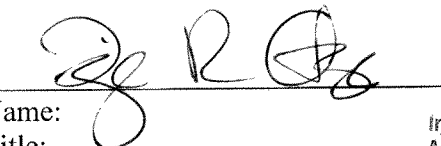
PARAGONRX INTERNATIONAL LLC

By:   
Name: David Bassin  
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

By:   
Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Registered Owner</b>	<b>Service Mark/Trademark</b>	<b>Registration/ Application No.</b>
ParagonRx International LLC	ParagonRx	3,089,035
ParagonRx International LLC	Process of Care	3,089,034
ParagonRx International LLC	RxFMEA	3,093,793