

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANIP ACQUISITION COMPANY		02/18/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MERIDIAN VENTURE PARTNERS II, L.P., as Agent		
Street Address:	201 King of Prussia Road, Suite 240		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1879493	FERGLUCON	
Registration Number:	1786457	PODODERM	
Registration Number:	1771028	LIQUIPHARM	
CORRESPONDENCE DATA			
Fax Number:	(212)768-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-398-4882		
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Correspondent Name:	Miles Cowan c/o Sonnenschein Nath et al		
Address Line 1:	P. O. Box 061080		
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ATTORNEY DOCKET NUMBER:	20000516-0001-Q7M-R7M		
NAME OF SUBMITTER:	Miles Cowan		

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**TRADEMARK
 REEL: 004225 FRAME: 0529**

Signature:	/miles cowan/
Date:	06/15/2010
Total Attachments: 11 source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page1.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page2.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page3.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page4.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page5.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page6.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page7.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page8.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page9.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page10.tif source=ANIP - MERIDIAN VENTURE SECURITY AGMT - FILED 6-15-10#page11.tif	

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this "**Agreement**") is made effective as of the 18th day of February, 2010 by and between ANIP ACQUISITION COMPANY ("**Assignor**") and MERIDIAN VENTURE PARTNERS II, L.P. ("**Assignee**"), in its capacity as Agent for the Purchasers (defined below).

BACKGROUND

A. Pursuant to that certain Note and Warrant Purchase Agreement dated of even date herewith by and among Assignor, Assignee and the other parties named therein (together with the Assignee, the "**Purchasers**") (such Note and Warrant Purchase Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Purchase Agreement**"), the Purchasers have agreed to purchase from (i) Assignor a maximum of \$2,000,000.00 aggregate face amount of senior subordinated secured convertible notes (the "**Loan**") and (ii) warrants which shall entitle the holders thereof to purchase equity securities of the Assignor.

B. The Purchase Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, trademark applications, tradenames, goodwill, copyrights and licenses.

C. Pursuant to the Purchase Agreement, the Purchasers named Assignee as Agent, to act on their behalf.

D. The Company previously sold approximately \$2,505,000 aggregate face amount of subordinated secured convertible notes (the "**Old Notes**") pursuant to that certain Note and Warrant Purchase Agreement, dated as of September 30, 2009, by and among the Assignor, Assignee, as agent and a lender thereunder, and the other parties signatory thereto as lenders (the "**Old Purchasers**").

E. Concurrently herewith, the Company and the Old Purchasers are entering into a subordination agreement, pursuant to which the Old Notes shall be made subordinate the Loan.

F. The Company has entered into a certain credit facility (the "**Senior Debt**") with Bank of America, N.A. (the "**Senior Lender**"), as evidenced by a Loan and Security Agreement, dated as of July 3, 2007, and the Senior Loan Documents (as defined herein), between the Company and the Senior Lender.

G. Concurrently herewith, the Purchasers are amending that certain Subordination Agreement, dated as of September 30, 2009, by and among the Company, the Assignee, as agent and as creditor thereunder, the other parties signatory thereto as creditors and the Senior Lender, as previously amended (the "**Subordination Agreement**"), pursuant to which the Loan shall be made subordinate the Senior Debt.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Purchase Agreement.** The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Purchase Agreement and the Notes, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of Assignor owed to Assignee, are sometimes hereinafter referred to collectively as the “**Purchaser Indebtedness.**”

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Purchaser Indebtedness, Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a second mortgage and security interest having priority over all other security interests, except those existing for the benefit of the Senior Lender in respect of the Senior Debt, to the extent set forth in the Subordination Agreement, with power of sale, to the extent permitted by law, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof; and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof; whether in machine-readable form, programming language or any other language or symbols, and

whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and (iii) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof; and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

2.2 **Security Interest.** To secure the complete and timely payment and satisfaction of all Purchaser Indebtedness, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a second mortgage and security interest having priority over all other security interests, except those existing for the benefit of the Senior Lender in respect of the Senior Debt, to the extent set forth in the Subordination Agreement, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **Section 2.1**, above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

2.3 **Subordination.** The Assignee hereby agrees that their security interests and the right of payment hereunder are subordinate to the security interests and right of payment of the Senior Lender under the Senior Loan Documents, as provided (but only to the extent so provided) in the Subordination Agreement.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Purchaser Indebtedness shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with

Assignor's obligations under this Agreement or the Purchase Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement, which action or failure to act would result in a material adverse effect on Assignor.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Purchaser Indebtedness shall have been satisfied in full and the Purchase Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Term.** The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Purchaser Indebtedness has been satisfied in full and the Purchase Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, during regular business hours and on reasonable advance notice (provided that after the occurrence of a Default or an Event of Default such inspection may be at Lender's sole discretion and with or without advance notice), to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. If Assignor shall fail to establish reasonable product quality controls, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee, (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof, (iii) not to materially adversely change the quality of said products without Assignee's express written consent, and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Purchaser Indebtedness and termination of the Purchase Agreement, this

Agreement will terminate and Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter that is intended to be used in the Assignor's business, until all Purchaser Indebtedness shall have been paid in full and the Purchase Agreement is terminated, (ii) to make application on material unpatented but patentable inventions and on trademarks and copyrights, as may be determined by Assignor in its reasonable discretion, and (iii) to use commercially reasonable efforts to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights, unless the failure to do so would result in a Material Adverse Effect on Assignor. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld, unless such abandonment would result in a Material Adverse Effect on Assignor.

9. **Recordation.** Assignee may, without further notice to or consent of Assignor, immediately record this Assignment and all assignments previously executed and delivered to Assignee by Assignor after the date hereof and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) this Assignment and any absolute assignments to Assignee by Assignor, after the date hereof, of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses in the event Assignor fails to do so in a timely manner, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, following demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Purchase Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Purchase Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, to the extent not taken by Assignor in a timely manner, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Purchaser Indebtedness shall have been satisfied in full and the Purchase Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to such State's principles of conflict of laws.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing such counterpart.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ANIP ACQUISITION COMPANY

By: 

Name: Charlotte C. Arnold
Title: Chief Financial Officer

MERIDIAN VENTURE PARTNERS II, L.P.

By: MVP II G.P., L.P., its General Partner

MERIDIAN VENTURE PARTENRS II CO., its
General Partner

By: 

Name: Thomas A. Penn
Title: Vice President

EXHIBIT "A"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Patents

NONE.

EXHIBIT "B"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Trademarks

FERGLUCON Reg # 1,879,493
PODODERM Reg # 1,786,457
LIQUIPHARM Reg # 1,771,028

EXHIBIT "C"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Copyrights

NONE.

EXHIBIT "D"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Licenses

Manufacturing and Supply Agreement, which includes a License Provision granting to ANIP Acquisition Company the license to utilize Kiel Laboratories, Inc.'s ("KIEL") patented technology in the manufacture of products for Kiel's customers, dated as of March 18, 2005, by and between Kiel and the Borrower.

License Agreement dated as of March 28, 2006, by and between Wyeth, operating through its Wyeth Pharmaceuticals Division, and the Borrower.

License, Supply and Distribution Agreement between the Borrower and Arrow OTC Inc., dated March 13, 2006.

Distributors Licensing Agreement between the Borrower and USA Drug, d/b/a SAJ Distributors (Select Brand).

Services and License Agreement between the Borrower and Internet Commerce Corporation (CommerceSense™), dated May 1, 2003.