Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Victory Pharma, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A.
Internal Address:
Street Address: 315 Montgomery Street, 13th Floor
City: San Francisco
State: California
Country: USA Zip: 94104

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Nationally chartered bank Citizenship USA

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)

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

Execution Date(s) July 29, 2010

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)
See attached additional sheet

B. Trademark Registration No.(s)
See attached additional sheet

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: MICHELE SABO ASSAYAG, ESQ.
Internal Address: ASSAYAG MAUSS PLC
Street Address: 2915 Redhill Avenue, Suite 200
City: Costa Mesa
State: California Zip: 92626
Phone Number: (714) 427-6800
Fax Number: (714) 427-6888
Email Address: N/A

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 365.00

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature:

Signature

October 8, 2010
Date

PETER E. KIM
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3130

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

OP $365.00 77625855

VICTORY PHARMA, INC.

ATTACHMENT SHEET

4A. Trademark Application No.(s)

1. 77/625,855
2. 77/906,187
3. 77/934,413
4. 77/693,797
5. 77/673,512
6. 77/580,590

4B. Trademark Registration No.(s)

7. 881,598
8. 3,259,839
9. 3,259,840
10. 3,259,841
11. 3,627,404
12. 3,706,773
13. 3354517
14. 3220454

4C. Identification or Description of Trademark(s)

1. ml (Stylized) (77/625,855)
2. MOXATAG PAK (Stylized) (77/906,187)
3. MOXATAG PAK (Word Mark) (77/934,413)
4. MOXPAK (77/693,797)
5. MOX-PAK (77/673,512)
6. MOXPAK 1 (Stylized) (77/850,590)
7. KEFLEX (881,598)
8. KEFLEX 250 MG (and Design) (3,259,839)
9. KEFLEX 500 MG (and Design) (3,259,840)
10. KEFLEX 750 MG (and Design) (3,259,841)
11. MOXATAG (3,627,404)
12. MOXATAG 1 (Stylized) (3,706,773)
13. Design Only (Cephalosporin green capsule) (3354517)
14. PULSYS (3220454)

Bank of America

SECOND AMENDED AND RESTATED SECURITY AGREEMENT
(Multiple Use)

1. THE SECURITY. The undersigned Victory Pharma, Inc., a Delaware corporation, successor-in-interest to Victory Pharma, Inc., a California corporation (collectively, "Pledgor"), hereby assigns and grants to Bank of America, N.A., its subsidiaries and affiliates (collectively, the "Bank"), a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract (as defined in Paragraph 2 below); and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor (including, but not limited to, the equipment described in the attached Equipment Description, if any).

(d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to: (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; and (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, any causes of action relating to the Collateral, and all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral and sums due from a third party which has damaged or

TRADEMARK
REEL: 004295 FRAME: 0028

destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(j) All books, data and records pertaining to any Collateral, whether in the form of a writing, photograph, microfilm or electronic media, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of the Pledgor to the Bank. Each party obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise. Indebtedness shall include, without limitation, all obligations of the Debtor arising under any Swap Contract. "Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank.

3. PLEDGOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral, defend the Collateral against any adverse claims and demands, and keep accurate Books and Records.

(b) The Pledgor resides (if the Pledgor is an individual), or the Pledgor's chief executive office (if the Pledgor is not an individual) is located, in the state specified on the signature page hereof. In addition, the Pledgor (if not an individual or other unregistered entity), is incorporated in or organized under the laws of the state specified on such signature page. The Pledgor shall give the Bank at least thirty (30) days notice before changing its residence or its chief executive office or state of incorporation or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name, identity or business structure.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank.

(e) The Pledgor will promptly notify the Bank in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest (collectively, the "Collateral Costs"). Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such Collateral Costs, and discharge encumbrances on the Collateral, and such Collateral Costs payments shall be a part of the Indebtedness and bear interest at the rate set out in the Indebtedness. The Pledgor agrees to reimburse the Bank on demand for any Collateral Costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(j) The Pledgor will maintain and keep in force all risk insurance covering the Collateral against fire, theft, liability and extended coverages (including without limitation windstorm coverage and hurricane coverage as applicable), to the extent that any Collateral is of a type which can be so insured. Such insurance shall be in form, amounts, coverages and basis reasonably acceptable to the Bank, shall require losses to be paid on a replacement cost basis, shall be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank. Upon the request of the Bank, the Pledgor will deliver to the Bank a copy of each insurance policy, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

(k) The Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) The Pledgor shall not withdraw funds from any deposit account which is part of the Collateral without the Bank's prior written consent. The Pledgor agrees that, upon maturity of any deposit account with a maturity date, such deposit account shall be renewed at the Bank's then prevailing rate of interest for successive ninety (90) day periods (or such other time period as may be agreed by the Bank and the Pledgor). Notwithstanding the Bank's security interest in the proceeds of the deposit accounts, the Bank will continue to pay to the Pledgor interest accruing thereunder until the occurrence of a default under this Agreement.

(m) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, for which the Pledgor is the owner of record. To the extent required by the Bank in its discretion, the Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending Exhibit A to include any such Collateral.

(n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto, except for such patents, service marks and trademarks that are being sold, donated or abandoned by the Pledgor pursuant to the terms of its intellectual property management program. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered

trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any material claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral where such infringement would materially impair the value or use of the Collateral to the Pledgor or the Bank. The Pledgor will not license or transfer any of the Collateral, except for such licenses as are customary in the ordinary course of the Pledgor's business, or except with the Bank's prior written consent.

4. ADDITIONAL OPTIONAL REQUIREMENTS. The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments, chattel paper or letters of credit which are part of the Collateral, and to assign to the Bank the proceeds of any such letters of credit.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. DEFAULTS. Upon the occurrence of any curable event of default, the Pledgor will have five (5) calendar days following such curable event of default to cure the default. If the default is cured within the requisite time period, the Pledgor will not be deemed to be in default as to such matter. Any one or more of the following shall be a default hereunder:

(a) Any Indebtedness is not paid when due, or any default occurs under any agreement relating to the Indebtedness, after giving effect to any applicable grace or cure periods.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement, or under any other obligation of the Pledgor to the Bank, and such breach remains uncured after any applicable cure period.

(c) The Bank fails to have an enforceable first lien (except for any prior liens to which the Bank has consented in writing) on or security interest in the Collateral.

(d) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Indebtedness.

(e) The Pledgor or any guarantor or other party obligated under any Indebtedness becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, dies, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(f) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Indebtedness under any bankruptcy or other law for the relief of, or relating to, debtors.

(g) Any involuntary lien of any kind or character attaches to any Collateral, except for liens for taxes not yet due.

(h) The Pledgor has given the Bank any false or misleading information or representations.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default, the Bank may do any one or more of the following, to the extent permitted by law:

(a) Declare any Indebtedness immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account of the Pledgor maintained with the Bank by applying such account to the Indebtedness.

(d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging

TRADEMARK
REEL: 004295 FRAME: 0032

and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. The Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Indebtedness.

(o) Exercise any other remedies available to the Bank at law or in equity.

7. ENVIRONMENTAL MATTERS.

(a) The Pledgor represents and warrants: (i) it is not in violation of any health, safety, or environmental law or regulation regarding hazardous substances and (ii) it is not the subject of any claim, proceeding, notice, or other communication regarding hazardous substances. "Hazardous substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

(b) The Pledgor shall deliver to the Bank, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any governmental authority relating to health, safety, the environment, or any hazardous substances with regard to the Pledgor's property, activities, or operations, or (ii) any claim against the Pledgor regarding hazardous substances.

(c) The Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to the Pledgor, to enter and visit any locations where the Collateral is located for the purposes of observing the Collateral, taking and removing environmental samples, and conducting tests. The Pledgor shall reimburse the Bank on demand for the costs of any such environmental investigation and testing. The Bank will make reasonable efforts during any site visit, observation or testing conducted pursuant to this paragraph to avoid interfering with the Pledgor's use of the Collateral. The Bank is under no duty to observe the Collateral or to conduct tests, and any such acts by the Bank will be solely for the purposes of protecting the Bank's security and preserving the Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") will: (i) result in a waiver of any default of the Pledgor; (ii) impose any liability on the Bank; or (iii) be a representation or warranty of any kind regarding the Collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event the Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to the Pledgor or any other party, the Pledgor authorizes the Bank to make such a disclosure. The Bank may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in the Bank's judgment. The Pledgor further understands and agrees that any

TRADEMARK
REEL: 004295 FRAME: 0033

Environmental Report or other information regarding a site visit, observation or testing that is disclosed to the Pledgor by the Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of the Pledgor) by the Pledgor without advice or assistance from the Bank.

(d) The Pledgor will indemnify and hold harmless the Bank from any loss or liability the Bank incurs in connection with or as a result of this Agreement, which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance. This indemnity will apply whether the hazardous substance is on, under or about the Pledgor's property or operations or property leased to the Pledgor. The indemnity includes but is not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns.

8. DISPUTE RESOLUTION PROVISION. This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to (i) this agreement (including any renewals, extensions or modifications) or (ii) any document related to this agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Bank involved in the servicing, management or administration of any obligation described or evidenced by this agreement.

(b) At the request of any party to this agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Bank may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where real or tangible personal property collateral for this credit is located or if there is no such collateral, in the state specified in the governing law section of this agreement. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million and No/100 Dollars ($5,000,000.00), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

TRADEMARK
REEL: 004295 FRAME: 0034

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (j) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this agreement.

(f) The procedure described above will not apply if the Claim, at the time of the proposed submission to arbitration, arises from or relates to an obligation to the Bank secured by real property. In this case, all of the parties to this agreement must consent to submission of the Claim to arbitration.

(g) To the extent any Claims are not arbitrated, to the extent permitted by law the Claims shall be resolved in court by a judge without a jury, except any Claims which are brought in California state court shall be determined by judicial reference as described below.

(h) Any Claim which is not arbitrated and which is brought in California state court will be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice. The referee (or panel of referees) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 638 and the following related sections. The referee shall determine all issues, whether of fact or law, in accordance with existing California law and the California rules of evidence and civil procedure. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The award that results from the decision of the referee(s) will be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644(a) and 645. The parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(i) This Dispute Resolution Provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration or judicial reference.

(j) Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). The Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a Claim. Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The parties to this agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

TRADEMARK
REEL: 004295 FRAME: 0035

(k) By agreeing to binding arbitration or judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this Dispute Resolution Provision, to the extent any Claim is not arbitrated or submitted to judicial reference, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

9. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the extent that the Bank has greater rights or remedies under federal law, whether as a national bank or otherwise, this paragraph shall not be deemed to deprive the Bank of such rights and remedies as may be available under federal law. Jurisdiction and venue for any action or proceeding to enforce this Agreement shall be the forum appropriate for such action or proceeding against the Debtor, to which jurisdiction the Pledgor irrevocably submits and to which venue the Pledgor waives to the fullest extent permitted by law any defense asserting an inconvenient forum in connection therewith.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) In the event of any action by the Bank to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorneys' fees and allocated costs for in-house legal services to the extent permitted by law.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, the Pledgor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this

Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(j) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Indebtedness or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Indebtedness or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor if more than one are joint and several and all shall be binding upon the personal representatives, heirs, successors and assigns of the Pledgor.

10. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF; (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY; (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES; AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

[signature page follows]

Dated: July 29, 2010

BANK OF AMERICA, N.A.

By: _____
Name: Geoffrey C. Wilson
Title: Senior Vice President

Address for Notices:
Geoffrey C. Wilson
Senior Vice President
315 Montgomery Street, 13th Floor
San Francisco, CA 94104

VICTORY PHARMA, INC.,
a Delaware corporation,
successor-in-interest to Victory Pharma, Inc., a California corporation

By: _____
Name: Matthew Heck
Title: President and Chief Executive Officer

By: _____
Name: David Parker
Title: Executive Vice President and Chief Financial Officer

Pledgor's Location (chief executive office):
11682 El Camino Real, Suite 250
San Diego, CA 92130
Telephone: (858) 720-4500
Facsimile: (858) 720-4501

Pledgor's state of incorporation or organization:
Delaware

TRADEMARK
REEL: 004295 FRAME: 0038

Dated: July 29, 2010.

BANK OF AMERICA, N.A.

By: _____
Name: Geoffrey C. Wilson
Title: Senior Vice President

Address for Notices:
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Facsimile: (858) 720-4501

Pledgor's state of incorporation or organization:
Delaware

TRADEMARK
REEL: 004295 FRAME: 0039

Dated: July 29, 2010.

BANK OF AMERICA, N.A.

By: _____
Name: Geoffrey C. Wilson
Title: Senior Vice President

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Senior Vice President
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Name: David Parker
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San Diego, CA 92130
Telephone: (858) 720-4500
Facsimile: (858) 720-4501

Pledgor's state of incorporation or organization:
Delaware

TRADEMARK
REEL: 004295 FRAME: 0040

EXHIBIT A

Owned U.S. Patents:

Patent #: 6,723,341
Issue Date: April 20, 2004
Application Serial #: 10/325780
Filing date: December 20, 2002
Title: Antibiotic product, use and formulation thereof

Patent #: 6,991,807
Issue Date: January 31, 2006
Application Serial #: 10/440675
Filing date: May 19, 2003
Title: Antibiotic composition

Patent #: 6,929,804
Issue Date: August 16, 2005
Application Serial #: 10/320,113
Filing date: December 16, 2002
Title: Anti-fungal composition

Patent #: 6,541,014
Issue Date: April 1, 2003
Application Serial #: 09/791,906
Filing date: February 22, 2001
Title: Antiviral product, use and formulation thereof

Patent #: 6,544,555
Issue Date: April 8, 2003
Application Serial #: 09/792,092
Filing date: February 22, 2001
Title: Antibiotic product, use and formulation thereof

Patent #: 6,667,057
Issue Date: December 23, 2003
Application Serial #: 10/027,366
Filing date: December 20, 2001
Title: Levofloxacin antibiotic product, use and formulation thereof

Patent #: 6,669,948
Issue Date: December 30, 2003
Application Serial #: 10/027,609
Filing date: December 20, 2001
Title: Antibiotic product, use and formulation thereof

Patent #: 6,667,042
Issue Date: December 23, 2003
Application Serial #: 10/027,837
Filing date: December 20, 2001
Title: Fluroquinilone antibiotic product, use and formulation thereof

Patent #: 6,663,890
Issue Date: December 16, 2003
Application Serial #: 10/027,866
Filing date: December 20, 2001
Title: Metronidazole antibiotic product, use and formulation thereof

Patent #: 6,730,320
Issue Date: May 4, 2004
Application Serial #: 10/028,590
Filing date: December 20, 2001
Title: Tetracycline antibiotic product, use and formulation thereof

Patent #: 6,663,891
Issue Date: December 16, 2003
Application Serial #: 10/028,595
Filing date: December 20, 2001
Title: Erythromyacin antibiotic product, use and formulation thereof

Patent #: 6,623,758
Issue Date: September 23, 2003
Application Serial #: 10/092,811
Filing date: March 7, 2002
Title: Cephalosporin-metronidazole antibiotic composition

Patent #: 6,627,222
Issue Date: September 30, 2003
Application Serial #: 10/092,854
Filing date: March 7, 2002
Title: Amoxicillin-dicloxacillin antibiotic composition

Patent #: 6,632,453
Issue Date: October 14, 2003
Application Serial #: 10/092,858
Filing date: March 7, 2002
Title: Ciprofoxacin-metronidazole antibiotic composition

Patent #: 6,638,532
Issue Date: October 28, 2003
Application Serial #: 10/093,214
Filing date: March 7, 2002
Title: Tetracycline--doxycycline antibiotic composition

Patent #: 6,610,328
Issue Date: August 26, 2003
Application Serial #: 10/093,321
Filing date: March 7, 2002
Title: Amoxicillin-clarithromycin antibiotic composition

Patent #: 7,025,989
Issue Date: April 11, 2006
Application Serial #: 10/211,039

EXHIBIT A

Filing date: August 2, 2002
Title: Multiple-delayed released antibiotic product, use and formulation thereof

Patent #: 7,157,095
Issue Date: January 2, 2007
Application Serial #: 10/211,682
Filing date: August 2, 2002
Title: Multiple-delayed release antifungal product, use and formulation thereof

Patent #: 7,074,417
Issue Date: July 11, 2006
Application Serial #: 10/211,729
Filing date: August 2, 2002
Title: Multiple-delayed release anti-viral product, use and formulation thereof

Patent #: 6,984,401
Issue Date: January 10, 2006
Application Serial #: 10/288,000
Filing date: November 5, 2002
Title: Antiviral product, use and formulation thereof

Patent #: 7,282,221
Issue Date: October 16, 2007
Application Serial #: 11/273,661
Filing date: November 14, 2005
Title: Antiviral product, use and formulation thereof

Patent #: 6,623,757
Issue Date: September 23, 2003
Application Serial #: 09/791,983
Filing date: February 23, 2001
Title: Antibiotic composition

Patent #: 6,565,882
Issue Date: May 20, 2003
Application Serial #: 09/791,536
Filing date: February 23, 2001
Title: Antibiotic composition with inhibitor

Patent #: 7,122,204
Issue Date: October 17, 2006
Application Serial #: 10/419,357
Filing date: April 21, 2003
Title: Antibiotic composition with inhibitor

EXHIBIT A

Owned Patent Applications* (As filed with the U.S. Patent and Trademark Office):

Publication #: 20060018837 A1
Publication Date: January 26, 2006
Application Serial #: 10/899213
Filing date: July 26, 2004
Title: Pharmaceutical compositions and methods for the prevention of drug misuse

Publication #: 20080176955
Publication Date: July 24, 2008
Application #: 12/015413
Filing date: January 16, 2008
Title: Combined administration of benzonatate and guaifenesin

Publication #: 20080241231
Publication Date: October 2, 2008
Application Serial #: 12/035349
Filing date: February 21, 2008
Title: Transdermal delivery of dexamethasone and promethazine

Publication #: 20030099707
Publication Date: May 29, 2003
Application Serial #: 10/292617
Filing date: November 12, 2002
Title: Antifungal product, use and formulation thereof

Publication #: 20040052842
Publication Date: March 18, 2004
Application Serial #: 10/611076
Filing date: July 1, 2003
Title: Antibiotic product, use and formulation thereof

Publication #: 20080132478
Publication Date: June 5, 2008
Application Serial #: 11/633315
Filing date: December 4, 2006
Title: Modified release amoxicillin products

Publication #: 20080139526
Publication Date: June 12, 2008
Application Serial #: 11/634633
Filing date: December 6, 2006
Title: Modified release dosage forms of amoxicillin

Publication #: 20050019402
Publication Date: January 27, 2005
Application Serial #: 10/894787
Filing date: July 20, 2004
Title: Antibiotic product, use and formulation thereof

EXHIBIT A

Publication #: 20050019401
Publication Date: January 27, 2005
Application Serial #: 10/894786
Filing date: July 20, 2004
Title: Antibiotic product, use and formulation thereof

Publication #: 20050019403
Publication Date: January 27, 2005
Application Serial #: 10/894994
Filing date: July 20, 2004
Title: Antibiotic product, use and formulation thereof

Publication #: 20050037071
Publication Date: February 17, 2005
Application Serial #: 10/915912
Filing date: August 11, 2004
Title: Robust pellet

Publication #: 20050037076
Publication Date: February 17, 2005
Application Serial #: 10/917059
Filing date: August 12, 2004
Title: Antibiotic product, use and formulation thereof

Publication #: 20050048114
Publication Date: March 3, 2005
Application Serial #: 10/922412
Filing date: August 20, 2004
Title: Antibiotic product, use and formulation thereof

Publication #: 20050058708
Publication Date: March 17, 2005
Application Serial #: 10/940265
Filing date: September 14, 2004
Title: Antibiotic product, use and formulation thereof

Publication #: 20050142187
Publication Date: June 30, 2005
Application Serial #: 11/021309
Filing date: December 23, 2004
Title: Enhanced absorption of modified release dosage forms

Publication #: 20060003005
Publication Date: January 5, 2006
Application Serial #: 11/173929
Filing date: July 1, 2005
Title: Tablet for pulsed delivery

Publication #: 20070134327
Publication Date: June 14, 2007
Application Serial #: 11/636291

Filing date: December 8, 2006
Title: Compositions and methods for improved efficacy of penicillin-type antibiotics

Publication #: 20070154547
Publication Date: July 5, 2007
Application Serial #: 11/644707
Filing date: December 22, 2006
Title: Gastric release pulse system for drug delivery

Publication #: 20080050430
Publication Date: February 28, 2008
Application Serial #: 11/800574
Filing date: May 7, 2007
Title: Pharmaceutical compositions and methods for improved bacterial eradication

Publication #: 20100016333
Publication Date: January 21, 2010
Application Serial #: 11/890747
Filing date: August 7, 2007
Title: Once-a-day (RNA-Polymerase Inhibiting or phenazine) - dihydropteroate synthase inhibiting - dihydrofolate reductase inhibiting antibiotic pharmaceutical product, formulation thereof, and use thereof in treating infection caused by Methicillin-Resistant Staphylococcus aureus

Publication #: 20100120896
Publication Date: May 13, 2010
Application Serial #: 12/459415
Filing date: July 1, 2009
Title: Once-A-Day RNA-Polymerase inhibiting and elongation factor G (EF-G) inhibiting antibiotic pharmaceutical product, formulation thereof, and use thereof in treating infection caused by methicillin-resistant staphylococcus aureus

**Abandoned patent applications are not listed.*

EXHIBIT A

Owned International Patents and Patent Applications

WIPO Publication #: WO 2010/005529
WIPO Publication Date: January 14, 2010
Application Serial #: PCT/US09/03915
Filing date: July 1, 2009
Title: Once-a-day RNA-Polymerase inhibiting and elongation factor G (EF-G) inhibiting antibiotic pharmaceutical product, formulation thereof, and use thereof in treating infection caused by Methicillin-resistant Staphylococcus Aureus.

Patent #: AU 2003261339
Issue Date: September 24, 2009
Application Serial #: AU 2003261339
Filing date: August 1, 2003
Title: Multiple-Delayed Released Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2494015
Filing date: August 1, 2003
Title: Multiple-Delayed Released Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 037670858
Filing date: August 1, 2003
Title: Multiple-Delayed Released Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2006351475
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Application Serial #: CA 2635606
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Application Serial #: CN 2006800522414
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Application Serial #: EP 068475425
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Application Serial #: HK 081130913
Filing date: December 1, 2008
Title: Modified Release Dosage Forms of Amoxicillin

EXHIBIT A

Application Serial #: IN 59342008
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Application Serial #: JP 2009539226
Filing date: December 8, 2006
Title: Modified Release Dosage Forms of Amoxicillin

Patent #: AU 2003218024
Issue Date: February 5, 2009
Application Serial #: 2003218024
Filing date: March 7, 2003
Title: Antibiotic Composition

Patent #: AU 2001239841
Issue Date: August 10, 2006
Application Serial #: 2001239841
Filing date: February 23, 2001
Title: Antibiotic Composition

Patent #: AU 2006201923
Issue Date: September 11, 2008
Application Serial #: AU 2006201923
Filing date: May 9, 2006
Title: Therapeutic Product, Use and Formulation Thereof

Patent #: CA 2400784
Issue Date: May 19, 2009
Application Serial #: CA 2400784
Filing date: February 22, 2001
Title: Therapeutic Product, Use and Formulation Thereof

Application Serial #: EP 019144492
Filing date: February 22, 2001
Title: Therapeutic Product, Use and Formulation Thereof

Application Serial #: JP 2001561296
Filing date: February 22, 2001
Title: Therapeutic Product, Use and Formulation Thereof

Patent #: AU 2001239869
Issue Date: March 30, 2006
Application Serial #: AU 2001239869
Filing date: February 23, 2001
Title: Antibiotic Composition with Inhibitor

Patent #: CA 2399856
Issue Date: January 27, 2009
Application Serial #: CA 2399856
Filing date: February 23, 2001
Title: Antibiotic Composition with Inhibitor

Application Serial #: AU 2004258944
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2533358
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047786314
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2004258953
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2533292
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047787056
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2004258949
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2533178
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047571559
Filing date: July 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: JP 2006523385
Filing date: August 11, 2004
Title: Robust Pellet

EXHIBIT A

Application Serial #: AU 2004264356
Filing date: August 12, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2535398
Filing date: August 12, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047809371
Filing date: August 12, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2004270170
Filing date: August 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2535780
Filing date: August 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047819578
Filing date: August 12, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: JP 2006524777
Filing date: August 20, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2004273830
Filing date: September 14, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: CA 2538064
Filing date: September 14, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: EP 047838859
Filing date: September 14, 2004
Title: Antibiotic Product, Use and Formulation Thereof

Application Serial #: AU 2004308419
Filing date: December 23, 2004
Title: Enhanced Absorption of Modified Release Dosage Forms

EXHIBIT A

Application Serial #: CA 2550983
Filing date: December 23, 2004
Title: Enhanced Absorption of Modified Release Dosage Forms

Application Serial #: EP 048152607
Filing date: December 23, 2004
Title: Enhanced Absorption of Modified Release Dosage Forms

Application Serial #: JP 2006547321
Filing date: December 23, 2004
Title: Enhanced Absorption of Modified Release Dosage Forms

Application Serial #: AU 2006321782
Filing date: December 8, 2006
Title: Compositions and Methods for Improved Efficacy of Penicillin-Type Antibiotics

Application Serial #: CA 2635378
Filing date: December 8, 2006
Title: Compositions and Methods for Improved Efficacy of Penicillin-Type Antibiotics

Application Serial #: EP 068451160
Filing date: December 8, 2006
Title: Compositions and Methods for Improved Efficacy of Penicillin-Type Antibiotics

EXHIBIT A

Schedule of Trademarks

All U.S. filings except where indicated
Abandoned marks are not listed.
† Mark will be abandoned.

Mark	App./Reg. No.	App./Reg. Date	Status
BRIGHTON PHARMACEUTICALS	77496764	06-11-2008	Allowed
CODICLEAR	73709776 1504569	02-08-1988 09-20-1988	Registered
CODIMAL	73264008 1192961	05-29-1980 04-06-1982	Registered
Design Only (Lodine Capsule b/w)	74448162 1891924	10-18-1993 05-02-1995	Registered
Design Only (Lodine Capsule color) 	74448174 1862219	10-18-1993 11-15-1994	Registered
DOLGIC	76253291 2676645	05-07-2001 01-21-2003	Registered
DURATUSS *(Canada)*	0859174 TMA500030	10-20-1997 09-03-1998	Registered
DURATUSS	74376254 1906272	04-02-1993 07-18-1995	Registered
DURATUSS G	75149794 2177347	08-13-1996 07-28-1998	Registered
EMEPROM	77413020	03-04-2008	Allowed
FEXMID	78957905 3327963	08-22-2006 10-30-2007	Registered
GUAIFED	78394329 2943888	03-31-2004 04-26-2005	Registered
GUAIFED-PD	73649855 1460594	03-17-1987 10-13-1987	Registered
HISTUSSIN	73757376 1547034	10-13-1988 07-11-1989	Registered

EXHIBIT A

KEFLEX	72/311,361 881,598	12-02-1969	Registered
KEFLEX 250 MG (and Design)	76/670,776 3,259,839	07-10-2007	Registered
KEFLEX 500 MG (and Design)	76/670,777 3,259,840	07-10-2007	Registered
KEFLEX 750 MG (and Design)	76/670,823 3,259,841	07-10-2007	Registered
LODINE & Design	78359563 3023014	01-29-2004 12-06-2005	Registered
MAGNACET	78910874 3295693	06-19-2006 09-18-2007	Registered
ml (Stylized)	77/625,855	12-03-2008	Pending †
MOX10 *(Canada)*	1447969	08-12-2009	Pending †
MOX10 *(Mexico)*	1027154		Pending †
MOXAKIT *(Canada)*	1447976	08-12-2009	Pending
MOXAKIT *(Mexico)*	1027152 1135589	12-14-2009	Registered †
MOXATAG *(Canada)*	1420994	12-08-2008	Allowed
MOXATAG *(Mexico)*	980171 1-03963	12-16-2008 04-13-2009	Registered
MOXATAG	76/683,106 3,627,404	05-26-2009	Registered
MOXATAG l (Stylized)	77/625,829 3,706,773	11-03-2009	Registered
MOXATAG PAK (Stylized)	77/906,187	01-06-2010	Pending
MOXATAG PAK (Word Mark)	77/934,413	02-12-2010	Pending
MOXATEN *(Canada)*	1447975	08-12-2009	Pending †
MOXATEN *(Mexico)*	1027151 1135588	12-14-2009	Registered †
MOXPAK	77/693,797	03-18-2009	Published
MOX-PAK *(Canada)*	1447974	08-12-2009	Pending
MOX-PAK *(Mexico)*	1027153	08-17-2009	Pending
MOX-PAK	77/673,512	02-19-2009	Published
MOXPAK l (Stylized)	77/850,590	10-16-2009	Allowed
Design Only (Cephalosporin	76670824	12-26-2006	Registered

EXHIBIT A

green capsule) [redacted]	3354517	12-11-2007	
NAUVEL	77318604	10-31-2007	Allowed
PEREXO	77217995	06-28-2007	Allowed
PHENERGAN (*Puerto Rico – waiting to record assignment when new assignment recordation rules in place*)	Reg. No. 12091	04-02-1962	Registered
PHENERGAN	71550837 0507057	02-28-1948 02-22-1949	Registered
PHENERGAN	77909935 3818335	04-27-2010 07-13-2010	Registered
PULSYS *(Canada)*	1420993	12-08-2008	Pending
PULSYS *(Mexico)*	980169 1144756	12-16-2008	Registered
PULSYS *(Mexico)*	980170 1126716	10-22-2009	Registered
PULSYS	78/077,941 3220454	03-20-2007	Registered
RYBIX	77145368 3818776	03-30-2007 07-13-2010	Registered
RYBIX ODT & Design	85082543	07-12-2010	Pending
VICTORY PHARMA	78416691 3101770	05-11-2004 06-06-2006	Registered
XODOL	78256758 2943009	06-02-2003 04-19-2005	Registered
ZEBUTAL	75581231 2416322	11-02-1998 12-26-2000	Registered
ZEBUTAL	77517336 3564608	07-08-2008 01-20-2009	Registered

EXHIBIT A

Schedule of Copyrights

Copyright	Country	Status	Reg. No.	App./Reg. Date	Goods/Services
Pulsys Drug Delivery Animation	US	*Registered	PAu002783288	10/11/2002	Motion picture
How PULSYS Products Work Illustrations 2003	US	*Registered	VAu000628176	01/30/2004	Visual material
How PULSYS Products Work Animation 2003	US	*Registered	Pau002824256	01/30/2004	Animation, graphics
Keflex Packaging Insert	US	*Registered	TX0006982104	01/14/2009	Text
Moxatag Packaging Insert	US	*Registered	TX0006981796	01/14/2009	Text
Moxatag Website	US	*Registered	VA0001668154	04/30/2009	Text and illustrations

** Recording of assignment to Pledgor has not yet been processed.*

EXHIBIT A