

**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
Timm Medical Technologies, Inc.		01/20/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2309993	
Registration Number:	2380078	
Registration Number:	2133099	EASY ACTION
Registration Number:	1581349	ERECAID
Registration Number:	1349120	ERECAID SYSTEM
Registration Number:	2034551	ESTEEM
Registration Number:	2708950	OSBON
Registration Number:	1320535	RIGISCAN

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312.577.8034  
 Email: oscar.ruiz@kattenlaw.com  
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
 Address Line 1: 525 West Monroe Street

CH \$215.00 2309993

**900181942**

**TRADEMARK  
 REEL: 004458 FRAME: 0208**

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339669-8

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 01/21/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2011, is made by Timm Medical Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 29, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Actient Pharmaceuticals LLC, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor, by execution of a joinder, is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor 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,

TIMM MEDICAL TECHNOLOGIES, INC., a  
Delaware corporation, as Grantor

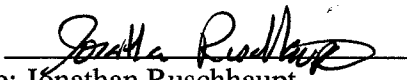
By: Mark Tatro  
Name: Mark Tatro  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004458 FRAME: 0212**

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Jonathan Ruschhaupt  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
DESIGN ONLY	75192271	11/4/96	2309993	1/18/00	Timm Medical Technologies, Inc.
DESIGN ONLY	75191829	11/4/96	2380078	8/22/00	Timm Medical Technologies, Inc.
EASY ACTION	75019572	11/14/95	2133099	1/27/98	Timm Medical Technologies, Inc.
ERECALD	73813457	7/19/89	1581349	2/6/90	Timm Medical Technologies, Inc.
ERECALD	73506800	11/2/84	1349120	7/16/85	Timm Medical Technologies, Inc.
ESTEEM	74727904	9/12/95	2034551	1/28/97	Timm Medical Technologies, Inc.
OSBON	76385848	3/20/02	2708950	4/22/03	Timm Medical Technologies, Inc.
RIGISCAN	73476590	4/23/84	1320535	2/19/85	Timm Medical Technologies, Inc.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.