

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Trademark Security Release Agreement										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>Goldman Sachs Lending Partners LLC</td><td></td><td>03/08/2011</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name	Formerly	Execution Date	Entity Type	Goldman Sachs Lending Partners LLC		03/08/2011	LIMITED LIABILITY COMPANY: DELAWARE			
Name	Formerly	Execution Date	Entity Type								
Goldman Sachs Lending Partners LLC		03/08/2011	LIMITED LIABILITY COMPANY: DELAWARE								
RECEIVING PARTY DATA											
Name:	Prestwick Pharmaceuticals, Inc.										
Street Address:	Corporation Trust Center, 1209 Orange St.										
City:	Wilmington										
State/Country:	DELAWARE										
Postal Code:	19801										
Entity Type:	CORPORATION: DELAWARE										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Serial Number:</td><td>77701890</td><td>PRESTWICK PHARMACEUTICALS</td></tr></table>	Property Type	Number	Word Mark	Serial Number:	77701890	PRESTWICK PHARMACEUTICALS					
Property Type	Number	Word Mark									
Serial Number:	77701890	PRESTWICK PHARMACEUTICALS									
CORRESPONDENCE DATA											
Fax Number: (917)777-4104 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 212-735-3000											
Email: robert.wise@skadden.com											
Correspondent Name: Louis Artime											
Address Line 1: 4 Times Square											
Address Line 2: Skadden Arps Slate Meagher & Flom LLP											
Address Line 4: New York, NEW YORK 10036											
ATTORNEY DOCKET NUMBER:	053470/1										
NAME OF SUBMITTER:	Louis Artime										
Signature:	/Louis Artime/										

900186245

TRADEMARK
REEL: 004497 FRAME: 0484

CH \$40.00 77701890

Date:

03/14/2011

Total Attachments: 5

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TRADEMARK SECURITY RELEASE AGREEMENT

TRADEMARK SECURITY RELEASE AGREEMENT, dated March 8, 2011 ("Trademark Security Release"), by GOLDMAN SACHS LENDING PARTNERS LLC, a Delaware limited liability company located at 200 West Street, New York, NY 10282, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Assignor" and "Collateral Agent"), in favor of PRESTWICK PHARMACEUTICALS, INC., a Delaware corporation located at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801 (the "Assignee").

WITNESSETH:

WHEREAS, Assignee and Assignor are parties to a Pledge Supplement, dated as of September 28, 2010, to the Pledge and Security Agreement, dated as of September 27, 2010 (the "Pledge and Security Agreement"), pursuant to which the Assignee executed and delivered that certain Trademark Security Agreement, dated as of September 28, 2010 (the "Trademark Security Agreement") in order to record the continuing lien and security interest of Assignor in the Trademark Collateral (as defined in the Trademark Security Agreement) in the United States Patent and Trademark Office (the "PTO");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the PTO on October 4, 2010 at Reel 4289/Frame 0270;

WHEREAS, the Secured Obligations have been paid and performed in full and any and all other conditions for termination of the Trademark Security Agreement have been satisfied; and

WHEREAS, Assignor now desires to release its continuing lien on and security interest in and to the Assignee's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein that are defined in the Trademark Security Agreement shall have the meanings given to them in the Trademark Security Agreement.

SECTION 2. Release of Security Interest in Trademark Collateral. Assignor hereby terminates and releases in its entirety its continuing lien on and security interest in all of the Trademark Collateral including, without limitation, the registrations and applications listed on Schedule A attached hereto.

SECTION 3. Governing Law. THIS TRADEMARK SECURITY RELEASE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH,

THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST.)

SECTION 4. Counterparts. This Trademark Security Release Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Trademark Security Release Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Release Agreement.

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IN WITNESS WHEREOF, Assignor has caused this TRADEMARK SECURITY
RELEASE AGREEMENT to be executed and delivered by its duly authorized officer as of the date first
above written.

GOLDMAN SACHS LENDING PARTNERS LLC,
as Assignor

By: _____

Name: Gabe Jacobson

Title: Authorized Signatory

[Prestwick Trademark Security Release]

**SCHEDULE A
to
TRADEMARK SECURITY RELEASE AGREEMENT**

[See Attached]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks Owned by Prestwick Pharmaceuticals, Inc.

Biovail Case Reference	Trademark	Country	Filing Date	Filing Number	Registration Date	Registration Number	Current Status	Registered Owner
T103-US-NF[2]	PRESTWICK PHARMACEUTICALS (with design)	United States Of America	30 Mar 2009	777701,890		N/A	Pending	PRESTWICK PHARMACEUTICALS, INC