

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EUSA PHARMA (USA), INC.	FORMERLY CYTOGEN CORPORATION	04/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HAYMARKET FINANCIAL LLP, AS SECURITY AGENT		
Street Address:	86 Jermyn Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6JD		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0712776	CYTOGEN	
Registration Number:	1847218	CYTOGEN	
Registration Number:	1516999	ONCO-RAD	
Registration Number:	1472854	AEOLUS	
Registration Number:	2897509	QUADRAMET	
Registration Number:	2487745	CAPHOSOL	
Serial Number:	78410517	PROSTASCINT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$190.00 0712776

ATTORNEY DOCKET NUMBER:	049457-0003
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	05/02/2011
Total Attachments: 7 source=EUSA trademark security agreement#page1.tif source=EUSA trademark security agreement#page2.tif source=EUSA trademark security agreement#page3.tif source=EUSA trademark security agreement#page4.tif source=EUSA trademark security agreement#page5.tif source=EUSA trademark security agreement#page6.tif source=EUSA trademark security agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 20, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Haymarket Financial LLP, as security agent and trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of April 20, 2011 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS 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 ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This 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.

[Remainder of page intentionally left blank]

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

EUSA Pharma Inc.

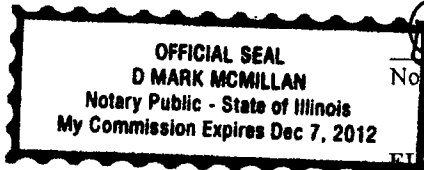
By: [Signature]
Name: BRYAN MORTON
Title: PRESIDENT

STATE OF Illinois)

ss.

COUNTY OF Cook)

On this 19 day of April, 2011 before me personally appeared Bryan Morton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EUSA Pharma Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

EUSA Pharma (Holdings), Inc.

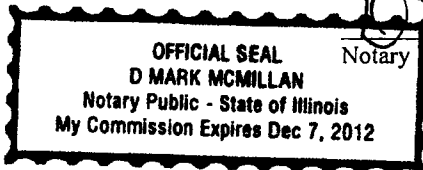
By: [Signature]
Name: BRYAN MORTON
Title: PRESIDENT

STATE OF Illinois)

ss.

COUNTY OF Cook)

On this 19 day of April, 2011 before me personally appeared Bryan Morton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EUSA Pharma (Holdings) who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

Signature page to Trademark Security Agreement

EUSA Pharma (USA), Inc.

By: B. Morton
Name: BRYAN MORTON
Title: PRESIDENT

STATE OF Illinois)

COUNTY OF Cook) ss.

On this 19 day of April, 2011, before me personally appeared Bryan Morton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EUSA Pharma (USA) Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



D. McMillan
Notary Public

Accepted and Agreed:
Haymarket Financial LLP,
as Security Agent

By: 

Name:

Title:

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004532 FRAME: 0664

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Registered Owner	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	7E11 and Design	78410504	29 April 2004
EUSA Pharma (USA), Inc.	Cytogen Corporation	Canada	Centre of Reading Excellence	1299503	27 April 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	Centre of Reading Excellence	946013	28 July 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Centre of Reading Excellence	78741660	27 October 2005
EUSA Pharma (USA), Inc.	Cytogen Corporation	Canada	CORE	1299506	27 April 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	CORE	943943	24 July 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	CORE	971810	12 February 2007
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	CORE	78741661	27 October 2005
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Cytogen	712776	21 March 1961
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Cytogen and design	1847218	26 July 1994
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	ONCO-RAD	1516999	20 December 1988
EUSA Pharma (USA), Inc.	Cytogen Corporation	Denmark	Oncoscint	VR199901882	07 June 1999
EUSA Pharma (USA), Inc.	Cytogen Corporation	Israel	Oncoscint	74640	23 May 1993
EUSA Pharma (USA), Inc.	Cytogen Corporation	Switzerland	Oncoscint	378948	30 November 1990
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Onco-Scint	1472854	26 January 1988
EUSA Pharma (USA), Inc.	Cytogen Corporation	Switzerland	Oncotec	378949	30 November 1990
EUSA Pharma (USA), Inc.	Cytogen Corporation	Israel	Oncotec	74641	01 April 1996
EUSA Pharma (USA), Inc.	Cytogen Corporation	Australia	Prostascint	705096	22 May 1997
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	EU	Prostascint	25346	28 January 1998

EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	Prostascint	627923	11 October 1999
EUSA Pharma (USA), Inc.	Cytogen Corporation	South Africa	Prostascint	963856	11 February 1999
EUSA Pharma (USA), Inc.	Cytogen Corporation	Switzerland	Prostascint	437554	15 April 1997
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	United States	Prostascint	2048135	25 March 1997
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	United States	Prostascint	78410517	29 April 2004
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	Canada	Quadramet	1228009	24 August 2004
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	Canada	Quadramet	TMA503233	28 October 1998
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	Quadramet	905618	27 October 2005
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	United States	Quadramet	2897509	26 October 2004
EUSA Pharma (USA), Inc.	Cytogen Corporation	Canada	STAMP	1299504	27 April 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	STAMP	938659	16 June 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	Mexico	STAMP	941498	29 June 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	STAMP	78741663	27 October 2005
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Stromal Targeted Ablation of Multiple Pathways	78741668	27 October 2005
EUSA Pharma (USA), Inc.	Cytogen Corporation	Canada	Targeting the Sites and Stages of Cancer Progression	1299495	27 April 2006
EUSA Pharma (USA), Inc.	Cytogen Corporation	United States	Targeting the Sites and Stages of Cancer Progression	78741688	27 October 2005
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	United States	Caphosol	2487745	11 September 2001
EUSA Pharma (USA), Inc.	EUSA Pharma (USA), Inc.	Canada	Caphosol	1451047	