

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant Of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Molecular Insight Pharmaceuticals, Inc.		05/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NEXBANK, SSB, as Collateral Agent
Street Address:	13455 Noel Road
Internal Address:	22nd Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	a Texas-chartered savings bank: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3261505	MOLECULAR INSIGHT
Registration Number:	3613887	ULTRATRACE
Serial Number:	77923215	AZEDRA
Serial Number:	77968726	MOLECULARINSIGHT PHARMACEUTICALS
Serial Number:	77230248	TROFEX
Serial Number:	77956329	ZEMIVA

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: 1 Federal Street
 Address Line 2: c/o Bingham McCutchen LLP

900192985

**TRADEMARK
 REEL: 004549 FRAME: 0713**

OP \$165.00 3261505

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

05/26/2011

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of May 20, 2011 is made by Molecular Insight Pharmaceuticals, Inc., a Delaware corporation, located at 160 Second Street, Cambridge, MA 02142 (the "**Grantor**"), in favor of NEXBANK, SSB, a Texas-chartered savings bank ("**NexBank**"), located at 13455 Noel Road, 22nd Floor, Dallas, TX 75240, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 20, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Molecular Insight Pharmaceuticals, Inc. ("**Borrower**"), Borrower's Subsidiaries hereafter designated as Subsidiary Guarantors pursuant to Section 9.11 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), NexBank, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (the Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Security Agreement, dated as of May 20, 2011, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

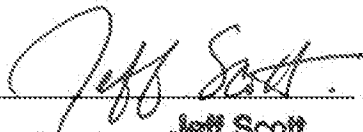
MOLECULAR INSIGHT PHARMACEUTICALS,
INC.,
a Delaware corporation,
as Grantor

By: John W. Babich
Name: JOHN W. BABICH
Title: PRESIDENT

[Signature Page to Exit Trademark Security Agreement]

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NEXBANK, SSB,
a Texas-chartered savings bank,
as Collateral Agent

By: 
Name: Jeff Scott
Title: Vice President
NexBank, SSB

[Signature Page to Exit Trademark Security Agreement]

SCHEDULE A
U.S. Trademark Registrations and Applications

Trademarks

Nature of Interest (e.g., owner, licensee)	Registered Trademark	Registration No.	Int'l Class	Goods or Services Covered	Date Registered	Country of Registration
Owner	MOLECULAR INSIGHT	3261505	5	Class 5: Radiological, radiopharmaceutical and medicinal agents and preparations for the detection, screening, diagnosis and/or treatment of cancer, cardiac disease and neurological disorders	7/10/2007	United States of America
Owner	ULTRATRACE	3613887	5	Class 5: Radiopharmaceutical preparations for targeted radiotherapy of cancer	4/28/2009	United States of America

Trademark Applications

Nature of Interest (e.g., owner, licensee)	Trademark Application related to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Country of Application
Owner	AZEDRA	77/923215	5	Pharmaceutical compositions for diagnosing and treating cancers.	United States of America
Owner	MOLECULARINSIGHT PHARMACEUTICALS & DESIGN	77/968726	5	Cardiovascular pharmaceuticals	United States of America
Owner	TROFEX	77/230248	5	Radiopharmaceutical compositions for in-vivo imaging of prostate cancer for diagnostic use	United States of America
Owner	ZEMIVA	77/956329	5	Pharmaceutical compositions for in-vivo imaging	United States of America