

# 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
VersaPharm Incorporated		06/03/2011	CORPORATION: GEORGIA
Covenant Pharma Inc.		06/03/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3235289	ISONARIF	
Registration Number:	2588146	VERSAPHARM INCORPORATED	
Registration Number:	2685550	VERSAPHARM INCORPORATED X	
Serial Number:	85071559	MYORISAN	
CORRESPONDENCE DATA			
Fax Number:	(404)443-5697		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-443-5744		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Laura Phillips, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree St., N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$115.00 3235289

900194554

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ATTORNEY DOCKET NUMBER:	2043774-0004 (VERSAPHARM)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	06/16/2011
<p><b>Total Attachments: 6</b></p> <p>source=Versa - Trademark Security Agreement #page1.tif</p> <p>source=Versa - Trademark Security Agreement #page2.tif</p> <p>source=Versa - Trademark Security Agreement #page3.tif</p> <p>source=Versa - Trademark Security Agreement #page4.tif</p> <p>source=Versa - Trademark Security Agreement #page5.tif</p> <p>source=Versa - Trademark Security Agreement #page6.tif</p>	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 3, 2011, is made by **VERSAPHARM INCORPORATED**, a Georgia corporation, and **COVENANT PHARMA INC.**, a Georgia corporation (the "Grantors"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

## WITNESSETH:

**WHEREAS**, pursuant to the Credit Agreement, dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors and **VPI HOLDINGS SUB, LLC**, a Delaware limited liability company (collectively, the "Borrowers"), the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by Grantors and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of such Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

**WHEREAS**, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to Agent for the ratable benefit of Lenders, and grants to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but 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 AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

**IN WITNESS WHEREOF**, each 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,

**VERSAPHARM INCORPORATED,**  
as Grantor

By: Kevin Connolly  
Name: Kevin Connolly  
Title: CEO


**COVENANT PHARMA INC.,**  
as Grantor

By: Kevin Connolly  
Name: Kevin Connolly  
Title: CEO

VERSAPHARM INCORPORATED  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Title: Director

VERSAPHARM INCORPORATED  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
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ACKNOWLEDGMENT OF GRANTOR

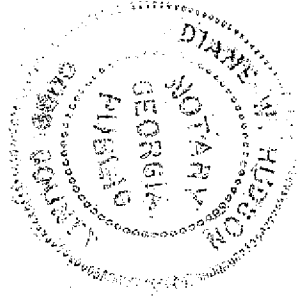
State of Georgia )  
County of Cobb )

ss.

On this 2nd day of June, 2011 before me personally appeared Kevin Connelly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VersaPharm Incorporated and Covenant Pharma Inc., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

Diane W. Hudson  
Notary Public

Commission expires : 12.16.12



VERSAPHARM INCORPORATED  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

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**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
VersaPharm Incorporated	85071559	n/a	6/25/10	n/a
Covenant Pharma Inc.	78755383	3235289	11/16/05	4/24/07
VersaPharm Incorporated	76269614	2588146	6/1/01	7/2/02
VersaPharm Incorporated	76269637	2685550	6/1/01	2/11/03

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.