

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------------|---|--|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cambridge Major Laboratories, Inc. | | 12/21/2012 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | American Capital, Ltd., as Administrative Agent | | |
| Street Address: | 2200 Ross Avenue, Suite 5000E | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85371052 | FORMSELECT | |
| Serial Number: | 85356990 | PASSION FOR CHEMISTRY...PASSION FOR LIFE | |
| Serial Number: | 85356964 | PROCRYST | |
| Serial Number: | 85740681 | CMUNITY | |
| Registration Number: | 4002061 | CHEMISTRY THAT WORKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725135 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 404-572-3458 | | |
| Email: | slake@kslaw.com | | |
| Correspondent Name: | Susan Lake, Paralegal | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 2: | King & Spalding | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |

| | |
|--|--------------|
| ATTORNEY DOCKET NUMBER: | 09642-015014 |
| NAME OF SUBMITTER: | Susan Lake |
| Signature: | /Susan Lake/ |
| Date: | 12/21/2012 |
| Total Attachments: 6 source=Trademark and Security Agreement#page1.tif source=Trademark and Security Agreement#page2.tif source=Trademark and Security Agreement#page3.tif source=Trademark and Security Agreement#page4.tif source=Trademark and Security Agreement#page5.tif source=Trademark and Security Agreement#page6.tif | |

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital, Ltd. ("ACAS"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (used herein as defined in the Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Subordinated Note Purchase Agreement, dated as of December 21, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among the Borrower, CML Pharmaceuticals, Inc., the Purchasers from time to time party thereto, and ACAS, as the Administrative Agent for the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Subordinated Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Purchase Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Administrative Agent to enter into the Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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. 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Trademark Collateral"):

(a) all of its registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(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 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, 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 Maryland.

[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,

CAMBRIDGE MAJOR LABORATORIES, INC.
as Grantor

By: Mark G. Abatto
Name: MARK G. ABATTO
Title: VP (F)

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Client\4831-2250-3954.

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,

CAMBRIDGE MAJOR LABORATORIES, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.
as Administrative Agent

By: Kyle Bradford
Name: Kyle Bradford
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Client\4831-2250-3954.

TRADEMARK
REEL: 004927 FRAME: 0887

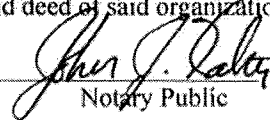
ACKNOWLEDGMENT OF GRANTOR

State of Wisconsin)

) ss.

County of Waukesha)

On this 21st day of December, 2012 before me personally appeared Mark Abatto, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cambridge Major who being by me duly sworn did depose and say that he is an authorized officer of said organization, that the said instrument was signed on behalf of said organization as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said organization.


Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004927 FRAME: 0888

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

| <i>TRADEMARK</i> | <i>OWNER</i> | <i>SERIAL/ REGISTRATION NO.</i> | <i>FILING/ REGISTRATION DATE</i> |
|--|---------------------------------------|---|--------------------------------------|
| FormSelect | Cambridge Major Laboratories, Inc. | 85-371052 | 07/14/2011 |
| Passion for Chemistry... Passion for Life | Cambridge Major Laboratories, Inc. | 85-356990 | 06/27/2011 |
| ProCryst | Cambridge Major Laboratories, Inc. | 85-356964 | 06/27/2011 |
| Cmunity | Cambridge Major Laboratories, Inc. | 85-740681 | 09/27/2012 |
| Chemistry that Works | Cambridge Major Laboratories, Inc. | 4002061 | 07/26/2011 |