

## 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
	Arbor Pharmaceuticals, Inc.		02/22/2013	CORPORATION: DELAWARE
	Wilshire Pharmaceuticals, Inc.		02/22/2013	CORPORATION: DELAWARE
	Nitromed, Inc.		02/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	General Electric Capital Corporation, as Administrative Agent			
Street Address:	500 West Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60661			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 32				
	Property Type	Number	Word Mark	
	Registration Number:	4146108	ARBOR PHARMACEUTICALS, INC.	
	Registration Number:	1077242	E.E.S.	
	Registration Number:	1058892	E.E.S. 400	
	Registration Number:	1144690	EES	
	Registration Number:	1082192	ERYDERM	
	Registration Number:	1251456	ERYPED	
	Registration Number:	1211217	ERY-TAB	
	Registration Number:	0590748	ERYTHROCIN	
	Registration Number:	3544687	NEOTIC	
	Registration Number:	1437037	PCE	
	Registration Number:	3881019	PEDIADERM	
	Registration Number:	3632499	XYLAREX	
	Registration Number:	3350351	ZINOTIC	

TRADEMARK

Registration Number:	1896747	BIDIL
Registration Number:	3604276	HEART HEALTH HERITAGE
Registration Number:	3092262	MAKING TODAY'S BEST MEDICINES BETTER
Registration Number:	3265101	MORE LIFE TO LIVE
Registration Number:	3177849	N
Registration Number:	3904570	N
Registration Number:	2897976	NITROMED
Registration Number:	2621465	NITROMED
Registration Number:	3588941	NITROMED
Registration Number:	3335303	NITROMED CARES
Serial Number:	85748821	ARBOR PHARMACEUTICALS
Serial Number:	85373407	EQUADD
Serial Number:	85560877	EXERSCORE
Serial Number:	85560878	EXERSCRIPT
Serial Number:	85404726	NYMALIZE
Serial Number:	85833131	BALADD
Serial Number:	85550865	ZENZEDI
Serial Number:	85154611	BIDIL XR
Serial Number:	85749031	WILSHIRE PHARMACEUTICALS

**CORRESPONDENCE DATA**

Fax Number: 4045725135  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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:	09642-015039
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	02/27/2013

Total Attachments: 9  
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**TRADEMARK**  
**REEL: 004971 FRAME: 0369**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 22, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Arbor Pharmaceuticals, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit 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 Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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 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 Agent for the benefit of the Secured Parties, and grants to 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 Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under 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. Guaranty and Security 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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 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 New York.

[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.

ARBOR PHARMACEUTICALS, LLC,  
as Grantor

By: EO Schutter  
Name: Edward J. Schutter  
Title: Chief Executive Officer

WILSHIRE PHARMACEUTICALS, INC.  
as Grantor

By: EO Schutter  
Name: Edward J. Schutter  
Title: Chief Executive Officer

NITROMED, INC.  
as Grantor

By: EO Schutter  
Name: Edward J. Schutter  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name: Ketan V. Parikh  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004971 FRAME: 0373**

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.

ARBOR PHARMACEUTICALS, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: Edward J. Schutter  
Title: Chief Executive Officer

WILSHIRE PHARMACEUTICALS, INC.  
as Grantor


By: \_\_\_\_\_  
Name: Edward J. Schutter  
Title: Chief Executive Officer

NITROMED, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Edward J. Schutter  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Ketan V. Parikh  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of Fulton ) ss.

On this 20 day of February, 2013 before me personally appeared Ed Schutter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arbor Pharmaceuticals, LLC, 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.

Marlo Smith  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of Fulton ) ss.

On this 20 day of February, 2013 before me personally appeared Ed Schutter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wilshire Pharmaceuticals, 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.

Marlo Smith  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]



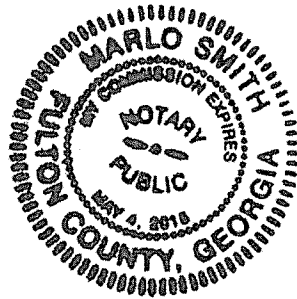
ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of Fulton )

ss.

On this 20 day of February, 2013 before me personally appeared Ed Schutter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nitromed, 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.

Marlo Smith  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004971 FRAME: 0376

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations





1. REGISTERED TRADEMARKS

Borrower owns the following registered trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ARBOR PHARMACEUTICALS, INC.	4146108	May 22, 2012
E.E.S.	1077242	November 15, 1977
E.E.S. 400	1058892	February 15, 1977
EES	1144690	December 30, 1980
ERYDERM	1082192	January 17, 1978
ERYPED	1251456	September 20, 1983
ERY-TAB	1211217	October 5, 1982
ERYTHROCIN (Puerto Rico)	9083	September 23, 1954
ERYTHROCIN (U.S.)	0590748	June 8, 1954
NEOTIC	3544687	December 9, 2008
PCE (Puerto Rico)	30441	January 15, 1992
PCE (U.S.)	1437037	April 21, 1987
PEDIADERM	3881019	November 23, 2010
XYLAREX	3632499	June 2, 2009
ZINOTIC	3350351	December 4, 2007

Nitromed, Inc. owns the following registered trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIDIL (Canada)	TMA621207	September 30, 2004
BIDIL (Europe)	2324184	June 27, 2003
BIDIL (U.S.)	1896747	May 30, 1995
HEART HEALTH HERITAGE (Europe)	4252029	February 15, 2006
HEART HEALTH HERITAGE (U.S.)	3604276	April 7, 2009
HEART HERITAGE (Europe)	4588729	August 22, 2006


MAKING TODAY'S BEST MEDICINES BETTER	3092262	May 16, 2006
MORE LIFE TO LIVE	3265101	July 17, 2007
N	3177849	November 28, 2006
 N Logo (Europe)	4151981	April 23, 2007
 N Logo (U.S.)	3904570	January 11, 2011
NITROMED (Europe)	2456580	August 25, 2006
NITROMED (U.S.)	2897976	October 26, 2004
NITROMED (U.S.)	2621465	September 17, 2002
 NITROMED NITROMED & N Logo (Canada)	TMA810809	November 1, 2011
 NITROMED NITROMED & N Logo (Europe)	4342432	July 14, 2006
 NITROMED NITROMED & N Logo (U.S.)	3588941	March 10, 2009
NITROMED CARES	3335303	November 13, 2007

## 2. TRADEMARK APPLICATIONS

Borrower owns the following trademark applications:

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
ARBOR PHARMACEUTICALS	85748821	October 9, 2012
EQUADD	85373407	February 7, 2012
EXERSCORE	85560877	March 5, 2012
EXERSCRIPT	85560878	March 5, 2012
NYMALIZE	85404726	August 23, 2011
BALADD	85833131	January 25, 2013
ZENZEDI	85550865	February 23, 2012

Nitromed, Inc. owns the following trademark applications:

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
BIDIL XR	85154611	October 18, 2010
 N Logo (Canada)	1502939	November 8, 2010

Wilshire Pharmaceuticals, Inc. owns the following trademark application:

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
WILSHIRE PHARMACEUTICALS	85749031	October 9, 2012

3. TRADEMARK LICENSES

Trademark License Agreement dated July 1, 2010, by and between Holdings and PharmaScience.