

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
Access Therapeutics, Inc.		04/04/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Healthcare LLC		
Street Address:	505 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78875892	ACCESS THERAPEUTICS	
Serial Number:	78875861	A ACCESS THERAPEUTICS	
CORRESPONDENCE DATA			
Fax Number:	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-6991		
Email:	tarbox@blankrome.com		
Correspondent Name:	Olivia H. Tarbox		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	104911-01174		
NAME OF SUBMITTER:	Olivia H. Tarbox		
Signature:	/Olivia H. Tarbox/		

CH \$65.00 78875892

Date:

04/04/2008

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT
(Trademark)

This Trademark Security Agreement ("Agreement") is made as of the 4th day of April, 2008, by Access Therapeutics, Inc. ("Company"), a Delaware corporation, with its chief executive office located at 1660 Walt Whitman Road, Suite 105, Melville, NY 11747, and delivered to CIT Healthcare LLC, in its capacity as Administrative Agent for Lenders, as defined below ("Administrative Agent"), having a mailing address of 505 Fifth Avenue, New York, NY 10017.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Credit and Guaranty Agreement of even date herewith by and among Company, the other Borrowers, Guarantors, Administrative Agent and such other financial institutions named therein and the financial institutions which hereafter become a party thereto, as lenders (collectively, the "Lenders") (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"), under which Company is granting Administrative Agent for the benefit of Lenders, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agents and Lenders are entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Goodwill") listed on Schedule A, attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Administrative Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, for the benefit of Lenders, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Administrative Agent, for the benefit of Lenders, in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and

future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Agreement, Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Company's knowledge, each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations, trade names or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, or application or license renewal, the provisions of this Agreement shall automatically apply thereto and such trademark application, trademark, trademark registration or application or license renewal shall be deemed part of the Assets. Company shall give Administrative Agent prompt written notice thereof along with an amended Schedule A.

4. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Administrative Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Administrative Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Administrative Agent, its successors and assigns, and any officer or agent of Administrative Agent as Administrative Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Administrative Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Administrative Agent.

9. All rights and remedies herein granted to Agents and Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Loan Parties' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Administrative Agent shall execute and deliver to Company all documents reasonably necessary to terminate Administrative Agent's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Administrative Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Administrative Agent, Company shall make federal application on registrable but

unregistered, trademarks or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Trademark except as permitted by the Loan Agreement.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Administrative Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied, in its sole discretion, that Administrative Agent and Lenders are not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Administrative Agent and Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent and Lenders in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Administrative Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Administrative Agent's name, but at Company's expense, and Company hereby agrees to reimburse Administrative Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in protecting, defending and maintaining the Assets.

15. No course of dealing among Loan Parties and Administrative Agent and/or Lenders nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Administrative Agent and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Loan Parties and Administrative Agent and Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

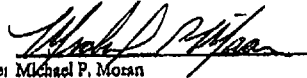
19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR

CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated the date and year first written above.

ACCESS THERAPEUTICS, INC.

By: 
Name: Michael P. Moran
Title: President

Approved and Accepted:
CIT HEALTHCARE LLC,
as Administrative Agent for Lenders

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]
S-1

./v.

Dated the date and year first written above.

ACCESS THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

Approved and Accepted:
CIT HEALTHCARE LLC,
as Administrative Agent for Lenders

By: *[Signature]*
Name: *James R. Power*
Title: *Managing Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

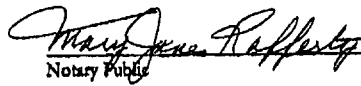
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ACKNOWLEDGMENT

UNITED STATES OF AMERICA : :
STATE OF *NEW YORK* : : SS
COUNTY OF *SUFFOLK* : :

On this 3rd of April, 2008, before me personally appeared Michael P. Moran to me known and being duly sworn, depose and say that he is the President of Access Therapeutics, Inc, the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

SEPTEMBER 30, 2010
My Commission Expires:

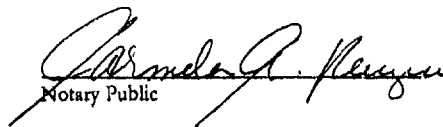
MARY JANE RAFFERTY
Notary Public, State of New York
No. 4757554
Qualified in Suffolk County
Term Expires Sept 30, 2010

14

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 4th day of April, 2008, before me personally appeared Steven Doue to me known and being duly sworn, deposes and says that he is Managing Director of CIT Healthcare LLC, the Administrative Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

9-2-2011
My Commission Expires:

CARMELA A. RECUPERO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RE8098126
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES SEPT. 2, 2011

SCHEDULE A

Trademark	Registration/ Application Number	Registration/Application Date	Owner
Access Therapeutics	78/875,892	05/03/2006	Company
Access Therapeutics	78/875,861	05/03/2006	Company

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EXHIBIT 1

TRADEMARK ASSIGNMENT
(Trademarks)

WHEREAS, _____, a _____ corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, 200__.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this _____ day of _____, 200____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

104911.01174/21679159v.1

POWER OF ATTORNEY

Access Therapeutics, Inc., a Delaware corporation ("Grantor"), hereby authorizes CIT Healthcare LLC, as Administrative Agent for various financial institutions, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Credit and Guaranty Agreement bearing even date herewith among Grantor and certain other parties as borrowers and guarantors and Grantee, as agent, and certain other financial institutions, as lenders, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 4th day of April 2008.

ACCESS THERAPEUTICS, INC.

By: [Signature]
Name: Michael P. Moran
Title: President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *NEW YORK* : SS
COUNTY OF *SUFFOLK* :

On this 3rd of April, 2008, before me personally appeared Michael P. Moran to me known and being duly sworn, deposes and says that he is President of Access Therapeutics, Inc., the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Mary Jane Rafferty
Notary Public

SEPTEMBER 30, 2010
My Commission Expires:

MARY JANE RAFFERTY
Notary Public, State of New York
No. 4757664
Qualified in Suffolk County
Term Expires Sept 30, 2010

./v.