

01-16-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



102340162

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Insight Pharmaceuticals Corporation

1-13-03

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Amended & Restated Security Agreement

12/23/2002

Execution Date:

Street Address: 401 Merritt Seven

City: Norwalk State: CT Zip: 06851

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s) 5,860,550

D364563

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George W. Tuttle

Internal Address:

Holland &amp; Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

## 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

GEORGE W. TUTTLE

Name of Person Signing

Signature

January 6, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 18

01/15/2003 LMUELLER 00000233 5860550

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8021

80.00 DP

PATENT  
REEL: 013653 FRAME: 0284

**AMENDED AND RESTATED**  
**PATENT SECURITY AGREEMENT**

AMENDED AND RESTATED PATENT SECURITY AGREEMENT ("Agreement"), dated as of December 23, 2002, between INSIGHT PHARMACEUTICALS CORPORATION, a Delaware corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), as agent (in such capacity, "Agent") for lenders ("Lenders") from time to time party to the Credit Agreement (as hereinafter defined). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below) or in Annex A thereto.

W I T N E S S E T H:

WHEREAS, Grantor, Pharmaceuticals Holdings, Inc., a Delaware corporation ("Holdings"), and GE Capital, as agent (the "Original Agent") and lender (the "Original Lender"), are parties to a Credit Agreement, dated as of April 5, 2002 (the "Original Credit Agreement"), pursuant to which a revolving credit facility and two term loan facilities were established in favor of Grantor;

WHEREAS, Grantor and Original Agent are parties to a Patent Security Agreement dated as of April 5, 2002 (the "Original Patent Security Agreement") pursuant to which Grantor, to secure the "Obligations" (as defined in the Original Credit Agreement), granted to the Original Agent for its benefit and the benefit of the Original Lender, a security interest in, among other things, all patents owned by Grantor;

WHEREAS, Grantor has requested that the credit facilities under the Original Credit Agreement be increased to, among other things, refinance the outstanding loans under the Original Credit Agreement and to enable Grantor to acquire certain trademarks, goodwill associated therewith and related assets;

WHEREAS, the parties have agreed to amend and restate the Original Credit Agreement so as to increase the credit facilities on the terms and conditions set forth in a certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, Holdings, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the parties have agreed to amend and restate the Original Patent Security Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make the Loans as provided for in the Credit Agreement, Grantor has agreed to grant the

assignment and security interest and make the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Grantor hereby assigns and pledges to the Agent for its benefit and the benefit of the Lenders, and hereby grants to the Agent for its benefit and the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Patent Collateral"):

(a) each patent, patent application and patentable invention, including, without limitation, each patent and patent application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) all inventions, industrial designs, and improvements described and claimed therein, and patentable inventions and protectable industrial designs, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, any extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Patents"); and

(b) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (each, a "License" and collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Patent Collateral by Grantor pursuant to this

Agreement secures the payment of all of the Obligations (the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the Lenders under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) Grantor shall remain liable under the contracts and agreements included in the Patent Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) neither the Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Patent Collateral by reason of this Agreement, nor shall the Agent or any Lender be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Grantor represents and warrants as to itself and its Patent Collateral as follows:

(a) Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the patents, industrial designs, and patent applications set forth in Schedule I hereto as being the property of Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Encumbrances. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Patent Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Agent relating to this Agreement or any other Loan Document, and Grantor has not consented to the filing of a financing statement under the Code or the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office or any other recording office covering all or any part of the Patent Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I opposite the name of Grantor is a complete and accurate list of all patents, industrial designs, and patent applications owned by Grantor. Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents,

industrial designs, and patent applications set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office. Set forth in Schedule II opposite the name of Grantor is a complete and accurate list of the Licenses owned by Grantor in which such Grantor is (i) a licensor or (ii) a licensee, and Schedule II specifies whether Grantor is a licensee or licensor under each such License.

(c) Each patent, industrial design and patent application of Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid, subsisting, patentable and enforceable. Each License of Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid and enforceable. Grantor has notified the Agent in writing of all uses of any item of Patent Collateral of which Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties, other than any such uses that would not have a Material Adverse Effect.

(d) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Patent Collateral that has not been terminated or released. Grantor has not granted any license (other than those listed on Schedule II hereto), shop right, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Patent Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States or Canada is required either (A) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor, (B) for the perfection or maintenance of the pledge and security interest created hereby (including the first priority nature of such pledge or security interest), except for the filing of financing and continuation statements under the Code and filings with the United States Patent and Trademark Office and Canadian recording office(s), which financing statements and filings have been duly filed, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Patent Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Patent Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by Grantor of any item of Patent Collateral is invalid or unenforceable or that the use by Grantor of any Patent Collateral does or may violate the rights of any Person, other than any such claim which would not have a Material Adverse Effect. To the best of Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Patent Collateral contained on Schedule I.

(h) Grantor has no knowledge of the existence of any patent or license agreement held or claimed by any other Person that would preclude Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it (or Grantor's authorized manufacturers and distributors), as the case may be, under or in connection with any of the Patent Collateral, or that would interfere with the ability of Grantor to carry on its business as currently carried on, and Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or interfere with the business of Grantor as currently carried on under any of the Patent Collateral, other than such patent, license agreement or claim that would not have a Material Adverse Effect.

#### SECTION 5. Further Assurances.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or proper, or that the Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent Collateral. Without limiting the generality of the foregoing, Grantor authorizes the Agent to, or will, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or proper, or as the Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Patent Collateral without the signature of Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Patent Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Patent Collateral and such other reports in connection with the Patent Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Grantor agrees that, should it obtain an ownership interest in any patent, patent application, industrial design or patent license which is not now a part of the Patent Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such patent, patent application, industrial design or patent license shall automatically become part of the Patent Collateral, and (iii) with respect to any ownership interest in any patent, patent application, industrial design or patent license that Grantor should obtain, it shall give prompt written notice thereof to the Agent in accordance with Section 13 hereof. Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any patent, patent application, industrial design or patent license which becomes part of the Patent Collateral under this Section.

(e) With respect to each patent, patent application, industrial design and License, Grantor agrees to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, in any other applicable recording office, or in any court, to (i) maintain each such patent, patent application and License, and (ii) pursue each such patent application, now or hereafter included in the Patent Collateral, including, without limitation, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings. Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, industrial design or License which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not abandon any right to file any patent

application, or abandon any patent pending application, registered industrial design, or patent, without the written consent of the Agent, unless Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of Grantor's business and that the loss thereof will not have a Material Adverse Effect, in which case, Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 13 hereof.

(f) Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Patent Collateral contained on Schedule I has become abandoned or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, in any other applicable recording office, or in any court) regarding any item of the Patent Collateral that would have a Material Adverse Effect.

(g) In the event that Grantor becomes aware that any item of the Patent Collateral is infringed or misappropriated by a third party, Grantor shall promptly notify the Agent and shall take such actions as Grantor or the Agent deems appropriate under the circumstances to protect such Patent Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless such infringement or misappropriation would not have a Material Adverse Effect. Any expense incurred in connection with such activities shall be borne by Grantor.

(h) Grantor shall to the extent it deems reasonable in its best business judgment mark its products with the numbers of the appropriate patents and industrial designs or the designation "patent pending," as the case may be.

(i) Grantor shall take all steps which it or the Agent deems appropriate under the circumstances to preserve and protect its Patent Collateral.

**SECTION 6. Transfers and Other Liens.** Grantor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Patent Collateral, except in accordance with Section 6.8 of the Credit Agreement, or (b) create or suffer to exist any Lien upon or with respect to any of the Patent Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Encumbrances.



SECTION 7. Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints the Agent Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Agent's discretion, after the occurrence and during the continuance of any Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or proper to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Patent Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Patent Collateral or otherwise to enforce the rights of the Agent with respect to any of the Patent Collateral.

To the extent permitted by law, Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by Grantor.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Patent Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Patent Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Patent Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Patent Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Patent Collateral in its possession if such Patent Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Patent Collateral, in addition to other rights and remedies provided for herein or otherwise available to it (including, without limitation, under any other Loan Documents or under applicable law) and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code or other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Patent Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by Grantor where documents and things embodying the Patent Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Patent Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Patent Collateral, Grantor shall supply to the Agent or its designee Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Patent Collateral subject to such disposition, and Grantor's customer lists and other records and documents relating to such Patent Collateral and to the manufacture, distribution, advertising and sale of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Patent Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Patent Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied in whole or in part by the Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by

the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of Grantor under or otherwise in respect of the Patent Collateral.

(d) All payments received by Grantor under or in connection with any of the Patent Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Intentionally Omitted.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any party by any other party, or whenever any party desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

SECTION 14. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the general Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the general Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part

thereof, is rescinded, reduced, restored or returned, the general Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 15. Termination of this Agreement. Subject to Section 14 hereof, this Agreement shall terminate upon the Termination Date.

SECTION 16. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the general Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the general Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Lenders, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Agreement.

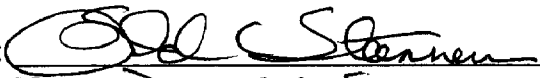
SECTION 17. Counterparts. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

SECTION 18. Amendment and Restatement. This Agreement amends and restates the Original Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT PHARMACEUTICALS  
CORPORATION**

By:   
Name: Donald C. Stanners  
Title: Chief Financial Officer

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

By: \_\_\_\_\_  
Name:  
Its: Duly Authorized Signatory

**AGREEMENT**

The undersigned hereby agrees and consents to the amendment and restatement of the Original Patent Security Agreement as set forth herein.

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Original Agent and Original  
Lender**

By: \_\_\_\_\_  
Name:  
Its: Duly Authorized Signatory

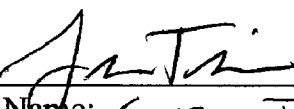
[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSIGHT PHARMACEUTICALS  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

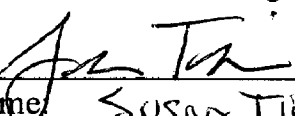
By:  \_\_\_\_\_  
Name: Susan Timmerman  
Its: Duly Authorized Signatory

**AGREEMENT**

The undersigned hereby agrees and consents to the amendment and restatement of the Original Patent Security Agreement as set forth herein.

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Original Agent and Original**

Lender

By:  \_\_\_\_\_  
Name: Susan Timmerman  
Its: Duly Authorized Signatory

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

STATE OF California )

COUNTY OF San Francisco ) ss.:

On the 18 day of December, 2002, before me personally came Donald C. Stanners to me known, who, being by me duly sworn, did depose and say s/he resides at 3748 Happy Valley Road, Lafayette, CA 94549 and that s/he is the Chief Financial Officer of INSIGHT PHARMACEUTICALS CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.



Martha T. Vargas  
Notary Public

[Notarial Seal]

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of December, 2002, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say s/he resides at \_\_\_\_\_ and that s/he is the \_\_\_\_\_ of GENERAL ELECTRIC CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]

STATE OF \_\_\_\_\_ )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of December, 2002, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say s/he resides at \_\_\_\_\_ and that s/he is the \_\_\_\_\_ of INSIGHT PHARMACEUTICALS CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

STATE OF Connecticut )  
) ss.:  
COUNTY OF Fairfield )

On the 18 day of December, 2002, before me personally came Susan Timmerman to me known, who, being by me duly sworn, did depose and say s/he resides at Norwalk, Connecticut and that s/he is the Senior Risk Manager of GENERAL ELECTRIC CAPITAL CORPORATION, the corporation described in and which executed the above instrument; that s/he has been authorized to execute said instrument on behalf of said corporation; and that s/he signed said instrument on behalf of said corporation pursuant to said authority.

Elizabeth R. Harkins  
Notary Public 5-31-2007

[Notarial Seal]

[AMENDED AND RESTATED PATENT SECURITY AGREEMENT]



SCHEDULE I

Patents

| Country       | App. No.<br>App. Date  | Reg. No.<br>Grant Date | Expiration Date |
|---------------|------------------------|------------------------|-----------------|
| Canada        | 2196697<br>08/20/95    | N/A                    | 08/20/15        |
| Canada        | 19950252<br>02/03/95   | 76761<br>07/06/95      | 07/06/05        |
| United States | 08/956,334<br>10/23/97 | 5,860,550<br>01/19/99  | 01/19/16        |
| United States | 29/026,760<br>08/04/94 | D364563<br>11/28/95    | 11/28/09        |

**SCHEDULE II**

**Licenses**

None.