PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		

CONVEYING PARTY DATA

Name	Execution Date
FERRO PFANSTIEHL LABORATORIES, INC.	04/19/2006

RECEIVING PARTY DATA

Name:	NATIONAL CITY BANK, AS ADMINISTRATIVE AGENT					
Street Address: 1900 East Ninth Street, 8th Floor						
Internal Address:	Locator 01-2083					
City:	Cleveland					
State/Country:	ОНЮ					
Postal Code:	44114					

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	6998051
Patent Number:	6966990
Patent Number:	6931888
Patent Number:	6986846
Application Number:	10531008
Application Number:	10691113
Application Number:	10434426
Application Number:	10789422
Application Number:	10541292
Application Number:	10541909
Application Number:	11078554
Application Number:	10531160
Application Number:	10534665
Application Number:	10536330
	DATENT

PATENT

REEL: 017527 FRAME: 0047

Application Number:	11160367	
Application Number:	10552008	
Application Number:	11462698	

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 71 South Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:

Christopher Dore

Total Attachments: 7

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PATENT

REEL: 017527 FRAME: 0048

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of April 19, 2006 (this "Agreement"), is made by FERRO PFANSTIEHL LABORATORIES, INC., a Delaware corporation (the "Grantor"), in favor of NATIONAL CITY BANK, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Credit Agreement, dated as of August 31, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions and other persons from time to time party thereto (the "Lenders"), Credit Suisse First Boston, as Syndication Agent, and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of April 19, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "*Patent Collateral*"):
 - (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

PATENT REEL: 017527 FRAME: 0049

- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in <u>clause (a)</u>;
- (c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and
- (d) all Proceeds of, and rights associated with, the foregoing (including license royalties and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Liens. Upon (i) the Disposition of Patent Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Patent Collateral (in the case of clause (i)) or (B) all Patent Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.
- SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. <u>Credit Document</u>. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XII thereof.
- SECTION 7. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

REEL: 017527 FRAME: 0050

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

FERRO PFANSTIEHL LABORATORIES, INC.

By:

Name: Rhonda S. Ferguson Title: Assistant Secretary

Ferro Pfanstiehl Laboratories, Inc. – Patent Security Agreement NATIONAL CITY BANK, as Administrative Agent

By:

Name: Title:

ROBERT S. GOLEMAN
SENIOR VICE PRESIDENT

SCHEDULE I to Patent Security Agreement

Item A. Patents

Issued Patents Title Inventor(s) Patent No. Issue Date Country SEE ATTACHED Pending Patent Applications Filing Date Inventor(s) <u>Title</u> Serial No. Country SEE ATTACHED Patent Applications in Preparation Expected Filing Date Title Inventor(s) Docket No. Country SEE ATTACHED Item B. Patent Licenses

Licensee

PATENT REEL: 017527 FRAME: 0053

Subject

Matter

Expiration

Date

Effective

Date__

Country or

Territory

None.

Licensor

	2/14/2006 Ferro Pfanstiehl Laboratories, Inc.	11/22/2005 Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.
Owner	Ferro Pfe	Ferro Pf	Ferro Pfa	Ferro Pfa	Ferro Pfa	Ferro Pfa	Ferro Pf	Ferro Pf	Ferro Pf	Ferro Pf	Ferro Pf
Issue Date Owner	2/14/2006	11/22/2005							8/23/2005		
Patent	6998051	0669969							6931888		
Filing Date Ratent	4/25/2003	5/19/2003	4/12/2005	10/22/2003	5/8/2003	2/27/2004	2/23/2006	12/12/2005	5/8/2003	3/11/2005	4/12/2005
Serial No.	10/423492	10/441137	10/531008	10/691113	10/434426	10/789422	10/541292	10/541909	10/434435	11/078554	10/531160
Status	Issued Taxes 10/423492 Due	Issued Taxes 10/441137 Due	On File	On File	On File	On File	On File	On File	Issued Taxes Due	On File	On File
Matter ID Country Patent Title	Particles from Supercritical Fluid Extraction of Emulsion	Composite Particles and Method for Preparing	Method and Apparatus For Producing Composite	Method and Apparatus for Producing Particles Via Supercritical Fluid Processing	Method and Apparatus for Continuous Particle Production Using Supercritical Fluid	METHOD AND APPARATUS FOR PRODUCING PARTICLES USING SUPERCRITICAL FLUID	METHOD AND APPARATUS FOR SUPERCRITICAL FLUID ASSISTED PARTICLE	Method and Apparatus for Enhanced Size Reduction of Particles	Lyophilization Method and Apparatus for Producing Particles	Lyophilization Method and Apparatus for Producing Particles	Nanoparticles From Supercritical Fluid Antisolvent
Country	United States	United States	. United States	United States	United States	United States	. United States	. United States	United States	2 United States	I. United States
Matter ID	14121	14168	14650.001. United 001 States	14651	14652	14668.001	14669.001. United 001 States	14670.001. United 002 States	14684	14684.002 United States	14857.001. United 001 States

PATENT REEL: 017527 FRAME: 0054

Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferrro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	Ferro Pfanstiehl Laboratories, Inc.	1/17/2006 Ferro Pfanstiehl Laboratories, Inc.
10							6986846
11/21/2005	5/25/2005	6/21/2005	10/5/2005	9/20/2005			9/2/2004
10/534665	10/536330	11/160367	10/552008	11/162698			10/932559
On File	On File	On File	By On File	On File	In Preparation	In Preparation	Issued Taxes 10/932559 Due
Method for Preparation Of Particles From Solution-In-	Supercritical Fluid or Compressed METHOD OF FORMING PARTICLES	Method For Producing Solid-Lipid Composite Drug	Production of Porous Materials By Supercritical Fluid	Method and Apparatus For Purifying Pharmaceutical	Butyl Lactate Emulsions For Precipitation Of Particles	Method For The Precipitation of Composite Porous Particles	Method and Apparatus for Enhanced Size Reduction of Particles Using Supercritical Fluid
. United	United States	United States	1. United States	1 United States	United States	United States	14933.001 United States
14858.001. United	15040.001. United 001 States	15168	15618.001. United 001 States	15641.001 United States	16202	16470	14933.00

PATENT REEL: 017527 FRAME: 0055

RECORDED: 04/26/2006