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
Cumberland Pharmaceuticals, Inc.	12/30/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	4th Floor, Bank of America Plaza, 414 Union St.
Internal Address:	Attn: Healthcare Banking Group
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37239-1697

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10739050
Application Number:	09985246
Application Number:	11209804

CH $120.00 10739050

CORRESPONDENCE DATA

Fax Number: (615)742-0410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-742-7760
Email: trademarks@bassberry.com
Correspondent Name: Robert L. Brewer
Address Line 1: 315 Deaderick Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	101617-350
NAME OF SUBMITTER:	Robert L. Brewer

Total Attachments: 8
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THIRD AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT

THIS THIRD AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of December 30, 2008, is made by and between CUMBERLAND PHARMACEUTICALS, INC., a Tennessee corporation (the "Grantor"), and BANK OF AMERICA, N.A., a national banking association (the "Lender").

WITNESSETH:

A. The Grantor and the Lender entered into that certain Trademark and Patent Security Agreement dated April 19, 2002, as amended by that certain First Amendment to Trademark and Patent Security Agreement dated August 1, 2002, as further amended by that certain Second Amendment to Trademark and Patent Security Agreement dated April 6, 2006 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), in connection with that certain Amended and Restated Loan Agreement between the Grantor and the Lender dated as of October 21, 2003 (as the same heretofore may have been amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Original Loan Agreement").

B. At the Grantor's request and in reliance upon the representations and inducements of the Grantor set forth therein, the Lender agreed to modify the terms and conditions of the Original Loan Agreement and to amend and restate the Original Loan Agreement pursuant to that certain Second Amended and Restated Loan Agreement dated April 6, 2006 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Existing Loan Agreement").

C. At the Grantor's request and in reliance upon the representations and inducements of the Grantor set forth herein and therein, the Lender has agreed to modify the terms and conditions of the Existing Loan Agreement and to amend and restate the Existing Loan Agreement pursuant to that certain Third Amended and Restated Loan Agreement of even date herewith (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Restated Loan Agreement").

D. Pursuant to the Restated Loan Agreement, the Lender has agreed to make available to the Grantor (i) a line of credit in the maximum principal amount of \$7,500,000 (the "Line of Credit") and (ii) a term loan in the principal amount of \$5,000,000 (the "Term Loan"; and collectively with the Line of Credit, the "Loans").

D. It is a condition precedent to the obligation of the Lender to make the Loans to the Grantor under the Restated Loan Agreement that the Grantor execute this Amendment.

E. The Grantor and the Lender desire to execute and deliver this Amendment in order to induce the Lender to make the Loans.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Grantor, and to induce the Lender to make the Loans, the Grantor and the Lender hereby agree as follows:

1. Recitals. The third recital of the Security Agreement is hereby amended by substituting the following therefor:

    WHEREAS, the Grantor desires to pledge and grant to the Lender, for the benefit of the Lender, a security interest in all of its right, title and interest in, to and under the Collateral, including the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds thereof, to secure the payment of the Obligations;

2. Defined Terms.

    (a) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan Agreement" as defined therein shall mean "that certain Third Amended and Restated Loan Agreement dated December 30, 2008, by and between the Grantor and the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Loan Agreement" in the Security Agreement shall be a reference to "that certain Third Amended and Restated Loan Agreement dated December 30, 2008, by and between the Grantor and the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

    (b) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan" as defined therein shall mean "collectively, (i) a line of credit in the maximum principal amount of $7,500,000 and (ii) a term loan in the original principal amount of $5,000,000." Each reference to "Loan" in the Security Agreement shall be a reference to "collectively, (i) a line of credit in the maximum principal amount of $7,500,000 and (ii) a term loan in the original principal amount of $5,000,000."

    (c) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Note" as defined therein shall mean "collectively, (i) that certain Sixth Amended and Restated Promissory

Note dated December 30, 2008, in the maximum principal amount of $7,500,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Amended and Restated Term Promissory Note dated December 30, 2008, in the principal amount of $5,000,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)." Each reference to "Note" in the Security Agreement shall be a reference to "collectively, (i) that certain Sixth Amended and Restated Promissory Note dated December 30, 2008, in the maximum principal amount of $7,500,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time) and (ii) that certain Amended and Restated Term Promissory Note dated December 30, 2008, in the principal amount of $5,00,000, made and executed by the Grantor and payable to the order of the Lender (as amended, restated, supplemented, extended, modified, restructured, renewed or replaced from time to time)."

3. Schedule A of the Security Agreement is hereby amended by deleting the existing Schedule A and substituting the Schedule A attached hereto.

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

GRANTOR:

CUMBERLAND PHARMACEUTICALS, INC.

By: ____________________
Name: David L. Lowrance
Title: Vice President & CFO

LENDER:

BANK OF AMERICA, N.A.

By: ____________________
Name: ____________________
Title: ____________________

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

GRANTOR:

CUMBERLAND PHARMACEUTICALS, INC.

By: ____________________
Name: ____________________
Title: ____________________

LENDER:

BANK OF AMERICA, N.A.

By: H. Hope Walker
Name: H. Hope Walker
Title: Vice President

7356104.3

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David L. Lowrance, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the V.P. & CFO of CUMBERLAND PHARMACEUTICALS, INC., the within named bargainor, a corporation, and that he as such V.P. & CFO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such V.P. & CFO.

WITNESS my hand, at office in Nashville, TN, this 30th day of December, 2008.

Michelle E. Mays
Notary Public

MICHELLE E. MAYS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires:

MY COMMISSION EXPIRES:
March 26, 2010

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ____________________, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a __________ Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in ____________________, this __________ day of December, 2008.

____
Notary Public

My Commission Expires:

____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared ____________, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the ____________ of CUMBERLAND PHARMACEUTICALS, INC., the within named bargainor, a corporation, and that he as such ____________, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such ____________.

WITNESS my hand, at office in ____________, this ________ day of December, 2008.

____
Notary Public

My Commission Expires:

____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared H. Hope Walker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be a ________ Vice President of BANK OF AMERICA, N.A., a national banking association, and is authorized by the bank to execute this instrument on behalf of the bank by him/herself as such Senior Vice President.

WITNESS my hand, at office in Nashville, TN, this 30th day of December, 2008.

Debra K Shreve
Notary Public

My Commission Expires:

5/23/2009

DEBRA K. SHREVE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

SCHEDULE A

Trademarks	Registration / Serial No.
ACETADOTE	Reg. No. 2780113
AMELIOR	Reg. No. 2854095
AMIPROFEN	Serial No. 77559301
CALDOLOR	Serial No. 77559307
CUMBERLAND PHARMACEUTICALS	Reg. No. 2965809
CUMBERLAND PHARMACEUTICALS	Reg. No. 3274306
	Reg. No. 2965810

Patents	Patent No.
Pharmaceutical Composition of 2-(4-Isobutylphenyl) Propionic Acid Inventor(s): Leo Pavliv	Patent Pending Pub. App. No. 20040132823
Pharmaceutical Composition of 2-(4-Isobutylphenyl) Propionic Acid Inventor(s): Leo Pavliv	Pub. App. No. 20030100612
Acetylcysteine composition and uses therefor Inventor(s): Leo Pavliv	Pub. App. No. 20070049640