

700413805

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Cumberland Pharmaceuticals, Inc.

**2. Name and address of receiving party(ies)**Name: Bank of America, N.A.Internal Address: Attn: Healthcare Banking GroupAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 07/22/2009

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other \_\_\_\_\_

Street Address: 4th Floor, Bank of America Plaza,414 Union St.City: NashvilleState: TNCountry: USA Zip: 37239-1697Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,727,286Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Robert L. BrewerInternal Address: Suite 2700Street Address: 315 Deaderick StreetCity: NashvilleState: TN Zip: 37238Phone Number: 615-742-7760Fax Number: 615-742-0410Email Address: trademarks@bassberry.com**6. Total number of applications and patents involved: 3****7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

July 30, 2009

Date

Robert L. Brewer

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**PATENT****REEL: 023015 FRAME: 0807**

700414243

**PATENTS**

| <b>Title</b>  | <b>Serial/Patent No.</b>                      |
|---|---|
| Pharmaceutical Composition of 2-(4-Isobutylphenyl) Propionic Acid | Serial No. 09/985,246<br>Patent No. 6,727,286 |
| N-Acetylcysteine Composition and Uses Therefor                    | Serial No. 11/209,804<br>Patent No. N/A       |
| Administration of Intravenous Ibuprofen                           | Serial No.: 61/159,585<br>Patent No. N/A      |

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

JUL 24 2009 2:25PM BASS, BERRY & SIMS, PLC NO.089 P.2

Form PTO-1595 (Rev. 07/05)  
OMB No. 0551-0027 (exp. 6/30/2008)

07/24/2009  
700413805

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

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)

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

Name: Bank of America, N.A.

Internal Address: Attn: Healthcare Banking Group

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

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 07/22/2009

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 0424, Confirmatory License

☐ Other

Street Address: 4th Floor, Bank of America Plaza,

414 Union St.

City: Nashville

State: TN

Country: USA

Zip: 37233-1697

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

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

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,727,286

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robert L. Brewer

Internal Address: Suite 2700

Street Address: 315 Deaderick Street

City: Nashville

State: TN

Zip: 37233

Phone Number: 615-742-7760

Fax Number: 615-742-0410

Email Address: trademark@bassberry.com

## 6. Total number of applications and patents involved: 3

## 7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 502433-1211

Authorized User Name Robert L. Brewer

## 9. Signature:



Signature

July 23, 2009

Date

Robert L. Brewer

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA, 22313-1480

REEL: 023015 FRAME: 0809

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

JUL 24 2009 2:25PM BASS, BERRY & SIMS, PLC NO.089 P.3

**FOURTH AMENDMENT TO  
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS FOURTH AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of July 22, 2009, 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 by that certain Third Amendment to Trademark and Patent Security Agreement dated December 30, 2008 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), in connection with (i) 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") and (ii) 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 "2006 Loan Agreement") and (iii) that certain Third Amended and Restated Loan Agreement dated December 20, 2008 (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Existing Loan Agreement").

B. 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 Fourth 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").

C. 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 \$4,000,000 (the "Line of Credit") and (ii) a term loan in the principal amount of \$18,000,000 (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.

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

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NO.089 ...P.4...

B. 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. 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 Fourth Amended and Restated Loan Agreement dated July 22, 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 Fourth Amended and Restated Loan Agreement dated July 22, 2009, 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 \$4,000,000 and (ii) a term loan in the original principal amount of \$18,000,000." 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 \$4,000,000 and (ii) a term loan in the original principal amount of \$18,000,000."

(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 Seventh Amended and Restated Promissory Note dated July 22, 2009, in the maximum principal amount of \$4,000,000, 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) and (ii) that certain Second Amended and Restated Term Promissory Notes dated July 22, 2009, in the principal amount of \$18,000,000, 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 Seventh Amended and

TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

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Restated Promissory Note dated July 22, 2009, in the maximum principal amount of \$4,000,000, 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) and (ii) that certain Second Amended and Restated Term Promissory Note dated July 22, 2009, in the principal amount of \$18,000,000, 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)."

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

*(This space left blank intentionally; signatures begin next page)*

TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

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NO.289 P.6

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: [Signature]  
Name: David C. Lamm  
Title: CO

**LENDER:**

BANK OF AMERICA, N.A.

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

79416772

Fourth Amendment to Trademark and Patent Security Agreement

TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

JUL.24.2009 2:27PM BASS, BERRY & SIMS, PLC

NO.089 P.7

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: Susan Smith  
Name: Susan E. Smith  
Title: Senior Vice President

7941677.2

Fourth Amendment to Trademark and Patent Security Agreement



TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

JUL.24.2009 2:27PM BASS, BERRY & SIMS, PLC

NO.089 P.8

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. Lott, 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 CEO of CUMBERLAND PHARMACEUTICALS INC., the within named bargainer, a corporation, and that he as such CEO, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such CEO.

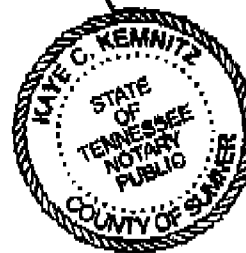
WITNESS my hand, at office in Nashville, TN, this 22nd day of July, 2009.

Kaye C. Kemnitz  
Notary Public

My Commission Expires:

Sept. 19, 2011

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 July, 2009.

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

My Commission Expires:

\_\_\_\_\_

Fourth Amendment to Trademark and Patent Security Agreement

TO:ROBERT L. BREWER COMPANY:315 DEADERICK STREET

JUL.24.2009 2:29PM BASS, BERRY & SIMS, PLC

NO.093 P.9

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 July, 2009.

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

My Commission Expires:  
\_\_\_\_\_

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

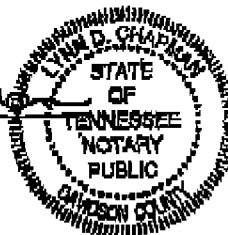
Before me, the undersigned, a Notary Public in and for the State and  
County aforesaid, personally appeared Suzanne Smith, with whom I am  
personally acquainted (or proved to me on the basis of satisfactory evidence), and who,  
upon oath, acknowledged him/herself to be a Senior Vice President of BANK 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 21st  
day of July, 2009.

Lynne Chapman  
Notary Public

My Commission Expires:

9/19/09



Patent Amendment to Trademark and Patent Security Agreement

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

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NO.069 P.10

## SCHEDULE A to TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks

|    | Trademarks                 | Country   | Serial / Registration No. |
|----|----------------------------|---|---------------------------|
| 1  | ACETADOTE                  | Thailand  | Serial No. 704489         |
| 2  | ACETADOTE                  | New Zealand   | Reg. No. 790906           |
| 3  | ACETADOTE                  | Australia   | Reg. No. 1250665          |
| 4  | ACETADOTE                  | Canada  | Serial No. 1399345        |
| 5  | ACETADOTE                  | Malaysia  | Serial No. 8014434        |
| 6  | ACETADOTE                  | United States of America  | Reg. No. 2780113          |
| 7  | ACETADOTE                  | Taiwan  | Reg. No. 1351653          |
| 8  | ACETADOTE                  | Hong Kong   | Reg. No. 301135467        |
| 9  | ACETADOTE                  | Philippines   | Serial No. 42008007809    |
| 10 | ACETADOTE                  | Macao   | Serial No. N/036694       |
| 11 | ACETADOTE                  | WIPO [Australia, China, CTM, Iceland, Japan, South Korea, Liechtenstein, Monaco, Singapore, Switzerland, Turkey, and Vietnam] | IR No. 966382             |
| 12 | AMELIOR                    | Canada  | Reg. No. TMA674111        |
| 13 | AMELIOR                    | Australia   | Reg. No. 1266473          |
| 14 | AMELIOR                    | China   | Serial No. 4786582        |
| 15 | AMELIOR                    | United States of America  | Reg. No. 2834095          |
| 16 | AMELIOR                    | Hong Kong   | Reg. No. 300395956        |
| 17 | AMELIOR                    | Philippines   | Reg. No. 42005002993      |
| 18 | AMELIOR                    | Korea South   | Reg. No. 602008           |
| 19 | AMELIOR                    | Singapore   | Reg. No. T03/053111E      |
| 20 | AMIPROFEN                  | United States of America  | Serial No. 77559301       |
| 21 | CALDOLOR                   | New Zealand   | Serial No. 807996         |
| 22 | CALDOLOR                   | Mexico  | Serial No. 1012905        |
| 23 | CALDOLOR                   | Canada  | Serial No. 1441384        |
| 24 | CALDOLOR                   | United States of America  | Serial No. 77559307       |
| 25 | CALDOLOR                   | Hong Kong   | Serial No. 301363392      |
| 26 | CALDOLOR                   | Brazil  | *No. no assigned          |
| 27 | CALDOLOR                   | Philippines   | Serial No. 4/2009/005948  |
| 28 | CALDOLOR                   | WIPO [Australia, China, CTM, South Korea, Norway, Singapore, and Switzerland]   | *No. not assigned         |
| 29 | CUMBERLAND PHARMACEUTICALS | United States of America  | Reg. No. 2965809          |
| 30 | CUMBERLAND PHARMACEUTICALS | United States of America  | Reg. No. 3274306          |
| 31 | Design                     | United States of America  | Reg. No. 2965810          |

TO: ROBERT L. BREWER COMPANY: 315 DEADERICK STREET

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|    |  |                          |                     |
|----|--|--------------------------|---------------------|
| 32 | KRISTALOSE (Licensed from Inalco S.p.A.) | United States of America | Reg. No. 2439494    |
| 33 | PROFENIV                                 | United States of America | Serial No. 77692920 |

Licenses Agreement

Kristalose Agreement, between Cumberland Pharmaceuticals, Inc. and Inalco Biochemicals Inc. and Inalco S.p.A., dated April 7, 2006.

Patents

|     | Title:  | Country                         | Serial / Patent No.   |
|-----|---|---------------------------------|---|
| 1.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | US (United States of America)   | Serial No. 09 / 983,246<br>Patent No. 6,727,286                 |
| 2.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | PCT (Patent Cooperation Treaty) | Serial No. PCT / US01 / 42894<br>Publication No. WO/2003/039532 |
| 3.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | AU (Australia)                  | Serial No. 2002224475<br>Patent No. 2002224475                  |
| 4.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | CA (Canada)                     | Serial No. 2,462,452<br>Patent No. 2,462,452                    |
| 5.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | CN (China)                      | Serial No. 01823764.9<br>Patent No. ZL01823764.9                |
| 6.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | EP (European Patent Office)     | Serial No. 01274674.9<br>Patent No. 1439830                     |
| 7.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | HK (Hong Kong)                  | Serial No. 05100493.7<br>Patent No. HK1068782                   |
| 8.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | IN (India)                      | Serial No. 706 / KOLNP / 2004<br>Patent No. 214237              |
| 9.  | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | JP (Japan)                      | Serial No. 2003-541823<br>Patent No. N / A                      |
| 10. | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | KR (Korea)                      | Serial No. 10-2004-7005994<br>Patent No. 10-0851679             |
| 11. | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | MX (Mexico)                     | Serial No. PA / n / 2004 / 004024<br>Patent No. 241292          |
| 12. | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | PH (Philippines)                | Serial No. 1-2004-500495<br>Patent No. 1-2004-500495            |
| 13. | Pharmaceutical composition of 2-(4-isobutylphenyl) propionic acid | SG (Singapore)                  | Serial No. 200402210-9<br>Patent No. 104064                     |
| 14. | N-Acetylcysteine Composition and Uses Therefor                    | US (United States of America)   | Serial No. 11 / 209,804<br>Patent No. N / A                     |
| 15. | N-Acetylcysteine Composition and Uses Therefor                    | PCT (Patent Cooperation Treaty) | Serial No. PCT / US06 / 20691<br>Publication No. WO2007/024311  |
| 16. | N-Acetylcysteine Composition and Uses Therefor                    | AU (Australia)                  | Serial No. 2006282030<br>Patent No. N / A                       |

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NO.099 P.12

|     |  |                               |  |
|-----|--|-------------------------------|--|
| 17. | N-Acetylcysteine Composition and Uses Therefor | CA (Canada)                   | Serial No. 2,619,441<br>Patent No. N / A       |
| 18. | N-Acetylcysteine Composition and Uses Therefor | CN (China)                    | Serial No. 200680030443.9<br>Patent No. N / A  |
| 19. | N-Acetylcysteine Composition and Uses Therefor | EP (European Patent Office)   | Serial No. 06771456.8<br>Pub. No. 1928449      |
| 20. | N-Acetylcysteine Composition and Uses Therefor | HU (Hong Kong)                | Serial No. 08113428.7<br>Patent No. N / A      |
| 21. | N-Acetylcysteine Composition and Uses Therefor | JP (Japan)                    | Serial No. 2008-527905<br>Patent No. N / A     |
| 22. | N-Acetylcysteine Composition and Uses Therefor | KR (Republic of Korea)        | Serial No. 10-2008-7006611<br>Patent No. N / A |
| 23. | N-Acetylcysteine Composition and Uses Therefor | NZ (New Zealand)              | Serial No. 566100<br>Patent No. N / A          |
| 24. | N-Acetylcysteine Composition and Uses Therefor | PH (Philippines)              | Serial No. 1-2008-500349<br>Patent No. N / A   |
| 25. | N-Acetylcysteine Composition and Uses Therefor | SG (Singapore)                | Serial No. 200801568-7<br>Patent No. N / A     |
| 26. | N-Acetylcysteine Composition and Uses Therefor | VN (Viet Nam)                 | Serial No. 1-2008-00711<br>Patent No. N / A    |
| 27. | Administration of Intravenous Ibuprofen        | US (United States of America) | Serial No. 61 / 159,585<br>Patent No. N / A    |

PATENT

RECORDED: 07/24/2009

REEL: 023015 FRAME: 0819