

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,	09/29/2010
RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	4th Floor, Bank of America Plaza, 414 Union Street
Internal Address:	Attn: Healthcare Banking Group
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37239-1697
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6727286
Application Number:	11209804
Application Number:	61159585
CORRESPONDENCE DATA	
Fax Number:	(615)742-0410
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer
Address Line 1:	150 3rd Avenue South
Address Line 2:	Suite 2800
Address Line 4:	Nashville, TENNESSEE 37201
ATTORNEY DOCKET NUMBER:	101617-350
NAME OF SUBMITTER:	Robert L. Brewer

CH \$120.00 6727286

501315076

PATENT
REEL: 025105 FRAME: 0979

Total Attachments: 6

source=5th Amend to Security Agr#page1.tif

source=5th Amend to Security Agr#page2.tif

source=5th Amend to Security Agr#page3.tif

source=5th Amend to Security Agr#page4.tif

source=5th Amend to Security Agr#page5.tif

source=5th Amend to Security Agr#page6.tif

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

THIS FIFTH AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of September 29, 2010, 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 by that certain Fourth Amendment to Trademark and Patent Security Agreement dated July 22, 2009 (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 "2008 Loan Agreement") and (iii) that certain Fourth Amended and Restated Loan Agreement dated July 22, 2009, as amended by a First Amendment to Fourth Amended and Restated Loan Agreement dated as of February 22, 2010, as further amended by a Second Amendment to Fourth Amended and Restated Loan Agreement dated as of May 24, 2010, as further amended by a Third Amendment to 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").

B. Pursuant to the Restated Loan Agreement, the Lender has agreed to make loans to the Grantor pursuant to (i) the Facility No. 1 Commitment (as defined in the Restated Loan Agreement) and (ii) the Facility No. 2 Commitment (as defined in the Restated Loan Agreement; such loans are sometimes herein referred to collectively as the "Loans").

C. 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.

D. 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:

I. Defined Terms.

(a) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Loan" as defined therein shall mean "collectively, the loans made to Grantor by Lender pursuant to (i) the Facility No. 1 Commitment and (ii) the Facility No. 2 Commitment." Each reference to "Loan" in the Security Agreement shall be a reference to "collectively, (i) the Facility No. 1 Commitment and (ii) the Facility No. 2 Commitment."

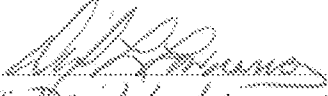
(b) The Security Agreement is hereby amended in all respects necessary to reflect that the term "Note" as defined therein shall mean "collectively (i) that certain Eighth Amended and Restated Promissory Note dated September 29, 2010, in the maximum principal amount of \$6,000,000, made and executed by 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)." Each reference to "Note" in the Security Agreement shall be a reference to "collectively, (i) that certain Eighth Amended and Restated Promissory Note dated September 29, 2010, in the maximum principal amount of \$6,000,000, 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)."

[This space left blank intentionally; signatures begin next page]

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. Leonard
Title: CEO

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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. Hoge Walker

Name: H. Hoge Walker

Title: V.P.

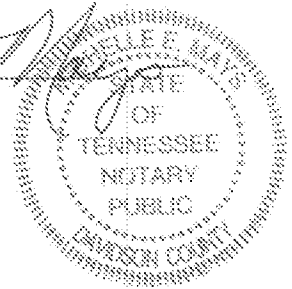
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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

WITNESS my hand, at office in Nashville, TN, this 29th
day of September, 2010.


Notary Public

My Commission Expires:
March 3, 2014



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 September, 2010.

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 September, 2010.

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 A. Hoxby, 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 29th day of September, 2010.

Notary Public

My Commission Expires:
7/8/13

