

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Merion Investment Partners, L.P.	02/05/2010
RECEIVING PARTY DATA	
Name:	DFW Associates III, LLC
Street Address:	Glenpointe Centre East - 5th Floor
City:	Teaneck
State/Country:	NEW JERSEY
Postal Code:	07666
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7698019
CORRESPONDENCE DATA	
Fax Number:	(614)365-2499
Phone:	614-365-2763
Email:	lisa.samblanet@ssd.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Lisa R. Samblanet
Address Line 1:	41 South High Street - Suite 2000
Address Line 4:	Columbus, OHIO 43215
ATTORNEY DOCKET NUMBER:	087844-00001
NAME OF SUBMITTER:	Matthew Rule, Esq.
Total Attachments: 7 source=DOC002#page1.tif source=DOC002#page2.tif source=DOC002#page3.tif source=DOC002#page4.tif source=DOC002#page5.tif source=DOC002#page6.tif source=DOC002#page7.tif	

CH \$40.00 7698019

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)

Merion Investment Partners, L.P.

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

2. Name and address of receiving party(ies)

Name: DFW Associates III, LLC

Internal Address: _____

Street Address: Glenpointe Centre East - 5th Floor

City: Teaneck

State: New Jersey

Country: USA Zip: 07666

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

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

Execution Date(s) February 5, 2010

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

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)

7698019

Additional numbers attached? Yes No

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

Name: Matthew Rule, Esq.

Internal Address: _____

Street Address: Squire, Sanders & Dempsey (US) LLP

41 South High Street - Suite 2000

City: Columbus

State: Ohio Zip: 43215

Phone Number: 614-365-2755

Fax Number: 614-365-2499

Email Address: mrule@ssd.com

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

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

8. Payment Information

Deposit Account Number 503810

Authorized User Name Lisa R. Samblanet

9. Signature:

Matthew Rule
Signature

September 16, 2011

Date

Matthew Rule, Esq.
Name of Person Signing

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

7

RESIGNATION, WAIVER AND APPOINTMENT AGREEMENT

This Resignation, Waiver and Appointment Agreement (this "Agreement") is entered into as of February 5, 2010, by and between Merion Investment Partners, L.P. as the Agent (in such capacity, the "Existing Agent") under that certain Loan Agreement (as defined below), Merion Investment Partners, L.P. as a lender ("Merion Lender"), the Walker (1994) Family Limited Partnership as a lender ("Walker" and collectively with Merion Lender, the "Existing Lenders"), DFW Associates III, LLC ("DFW Associates"), and DFW-Tech Pharma, LLC, DFW-Tech Pharma II, LLC and Andwel Partners (collectively, the "New Lenders"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement.

RECITALS

WHEREAS, the Borrowers, Existing Agent and the Existing Lenders are party to that certain Senior Subordinated Term Loan and Security Agreement, dated as of October 29, 2008 (as amended, extended, modified, supplemented, restated or replaced from time to time, the "Loan Agreement");

WHEREAS, Merion Lender has agreed to sell to the New Lenders (i) all Obligations of the Borrowers owed to Merion Lender under the Loan Agreement, and (ii) all Warrants issued pursuant to the Warrant Agreement held by Merion Lender, and upon the consummation of such sale (the "Effective Time"), the Existing Agent desires to immediately resign as Agent under the Loan Agreement and the other Loan Documents; and

WHEREAS, also at the Effective Time, Walker and the New Lenders desire to appoint DFW Associates as successor Agent (in such capacity, the "Successor Agent") under the Loan Agreement and the other Loan Documents, and the Successor Agent wishes to accept such appointment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Agency Resignation, Waiver and Appointment.

(a) As of the Effective Time, (i) the Existing Agent hereby immediately resigns as the Agent as provided under Section 4 of the Agency Agreement; (ii) the Existing Lenders and the New Lenders hereby waive the requirement that the Agent provide 30 days' notice of its resignation pursuant to the Agency Agreement; (iii) Walker and the New Lenders, which constitute the Required Lenders as of the Effective Time, hereby accept the immediate resignation of the Existing Agent and appoint DFW Associates as successor agent under the Loan Agreement and the other Loan Documents; (iv) DFW Associates hereby accepts its appointment as Successor Agent under the Loan Agreement and the other Loan Documents; and (v) the Existing Agent authorizes the Successor Agent to file any UCC assignments or amendments with respect to the Financing Statements, mortgages, and other filings in respect of the

Collateral as the Successor Agent deems necessary or desirable to evidence the Successor Agent's succession as Agent under the Loan Agreement and the other Loan Documents and each party hereto agrees to execute any documentation reasonably necessary to evidence such succession.

(b) The parties hereto hereby confirm that the Successor Agent succeeds to the Loan Agreement and becomes vested with all of the rights, powers and duties of the Agent under each of the Loan Documents, and the Existing Agent is discharged from all of its duties, obligations and responsibilities as the Agent under the Loan Agreement or the other Loan Documents, in each case, as of the Effective Time.

(c) The Existing Agent hereby (i) assigns to the Successor Agent each of the Liens granted to the Existing Agent under the Loan Documents and the Successor Agent hereby assumes all such Liens, for its benefit and for the benefit of the Lenders and (ii) confirms that as of the Effective Time, there are no unpaid costs, expenses and disbursements incurred by and owing to the Existing Agent pursuant to Section 9.5 of the Loan Agreement.

2. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Existing Agent, Walker and the New Lenders.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

4. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

EXISTING AGENT AND MERION LENDER:

MERION INVESTMENT PARTNERS, L.P.

By: Merion Financial Partners, L.P., its General Partner

By: Merion Fund Management, LLC, its General Partner

By: William M. Means
Name: William M. Means
Title: Managing Partner

WALKER:

WALKER (1994) FAMILY LIMITED PARTNERSHIP

By: _____
Name:
Title:

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

EXISTING AGENT:

MERION INVESTMENT PARTNERS, L.P.

By: Merion Financial Partners, L.P., its General Partner

By: Merion Fund Management, LLC, its General Partner

By: _____

Name:

Title:

WALKER:

WALKER (1994) FAMILY LIMITED PARTNERSHIP

By:  _____

Name: MICHAEL WALKER

Title: GENERAL PARTNER

NEW LENDERS:

DFW-TECH PHARMA, LLC
By: DFW Associates III, LLC, its Managing
Member

By: Donald F. DeMuth
Name: Donald F. DeMuth
Title: Managing Member

DFW-TECH PHARMA II, LLC
By: DFW Associates III, LLC, its Managing
Member

By: Donald F. DeMuth
Name: Donald F. DeMuth
Title: Managing Member

ANDWEL PARTNERS

By: _____
Name:
Title:

SUCCESSOR AGENT:

DFW ASSOCIATES III, LLC

By: Donald F. DeMuth
Name: Donald F. DeMuth
Title: Managing Member

NEW LENDERS:

DFW-TECH PHARMA, LLC

By: DFW Associates III, LLC, its Managing Member

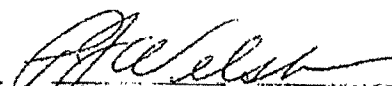
By: _____
Name: Donald F. DeMuth
Title: Managing Member

DFW-TECH PHARMA II, LLC

By: DFW Associates III, LLC, its Managing Member

By: _____
Name: Donald F. DeMuth
Title: Managing Member

ANDWEL PARTNERS

By: 
Name: PATRICK J. WELSH
Title: PARTNER

SUCCESSOR AGENT:

DFW ASSOCIATES III, LLC

By: _____
Name: Donald F. DeMuth
Title: Managing Member