

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wellspring Pharmaceutical Corporation		06/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	370 Scotch Road
City:	West Trenton
State/Country:	NEW JERSEY
Postal Code:	08628
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0548626	DIBENZYLINE
Serial Number:	76419230	DIBENZYLINE FOR INJECTION
Registration Number:	0785081	DYRENIUM
Serial Number:	73108668	DUVOID
Serial Number:	76447779	NEOSURF
Serial Number:	76277600	WELLSPRING
Serial Number:	76277141	WELLSPRING
Serial Number:	76277601	WELLSPRING
Serial Number:	76374520	MINTROL
Serial Number:	76206290	MINTROL

CORRESPONDENCE DATA

Fax Number: (732)726-6603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900145252

**TRADEMARK
 REEL: 004077 FRAME: 0980**

OP \$265.00 0548626

Phone: (732) 855-6128
Email: sbordon@wilentz.com
Correspondent Name: Peter R. Herman, Esq.
Address Line 1: 90 Woodbridge Center Drive
Address Line 2: Wilentz, Goldman & Spitzer, P.A.
Address Line 4: Woodbridge, NEW JERSEY 07095

ATTORNEY DOCKET NUMBER:	116721.179
NAME OF SUBMITTER:	Peter R. Herman, Esq.
Signature:	/PRH/
Date:	10/14/2009

Total Attachments: 13

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**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 17th day of June, 2003 between WELLSPRING PHARMACEUTICAL CORPORATION a corporation of the State of Delaware (the "Borrower"), having its principal office at 1430 State Route 34, Neptune, New Jersey 07753-6807, and WACHOVIA BANK, NATIONAL ASSOCIATION, having an office at 370 Scotch Road, West Trenton, New Jersey 08628 (the "Bank").

WITNESSETH:

WHEREAS, Borrower, together with other related parties, has executed a Loan and Security Agreement dated the date hereof (as same may be amended, modified or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Bank to secure loans by Bank to Borrower; and

WHEREAS, the Borrower owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications, listed on Schedule A hereto ("Copyrights"), owns the United States patents which have been registered with the United States Patents and Trademark Office and has made applications for a United States patents registration with the United States Patent and Trademark Office with respect to applications, listed on Schedule B ("Patents"), and owns the United States trademarks which have been registered with the United States Patents and Trademark Office and has made applications for United States trademark registration with the United States Patents and Trademark Office with respect to applications, listed in Schedule C hereto, along with the good-will of the Borrower to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower is required to and has conveyed and granted to Bank a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all Obligations (as defined in the Loan Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower does hereby absolutely grant and convey to Bank (and its affiliates), to secure all Obligations, a security interest in, all of the Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights registered with the United States Copyright Office which are presently, or in the future may be, owned by the Borrower, in whole or in part, as well as all applications for United States copyright registrations now or hereafter made with the

United States Copyright Office by the Borrower, as the same may be updated hereafter from time to time;

(b) Each of the Patents registered with the United States Patent and Trademark Office, which are presently, or in the future may be owned by the Borrower, in whole or in part, as well as all applications for United States patent registrations now or hereafter made with the United States Patent and Trademark Office by the Borrower, as the same may be updated hereafter from time to time; and

(c) Each of the Trademarks registered with the United States Patent and Trademark Office, which are presently, or in the future may be owned by the Borrower, in whole or in part, together with the good-will associated with each such Trademark, as well as all applications for United States trademark registrations now or hereafter made with the United States Patent and Trademark Office by the Borrower, as the same may be updated hereafter from time to time.

Notwithstanding anything contained herein, (i) this Agreement shall not constitute an assignment or transfer of any rights of Borrower in any applications for trademarks which are based on an intent to use, but shall constitute a grant of a security interest only in such applications to the extent such grant is not violative of 15 U.S.C. §1060, and (ii) the no grant of rights contained in this Agreement or any other aspect of this Agreement shall apply to (A) any rights, patents, technology, products, compounds, trademarks, trade names, copyrights, service marks, brand names or any other Proprietary Rights (as defined in the Loan Agreement) licensed, sublicensed, transferred, conveyed or assigned to InfaCare Pharmaceutical Corporation, as described on Schedule 5.1(c) attached to the Loan Agreement, and (B) any rights, patents, trademarks, licenses, or sublicenses or other interests or Proprietary Rights relating to the compound tin-mesoporphyrin or the product known as Stanate or Stansporfin.

Said security interest includes, without limitation, a security interest in all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Borrower covenants and warrants that, as of the date of this Agreement:

(a) to the best of its knowledge, it is the true and lawful exclusive owner of all the Copyrights registered in the United States Copyright Office and the copyrights which are subject of the applications listed on Schedule A;

(b) to the best of its knowledge, it is the true and lawful exclusive owner of all the Patents registered in the United States Patent and Trademark Office and the patents which are the subject of the applications listed on Schedule B;

(c) to the best of its knowledge, it is the true and lawful exclusive owner of all the Trademarks registered in the United States Patent and Trademark Office and the trademarks which are the subject of the application listed on Schedule C;

(d) The Borrower agrees on a quarterly basis to notify the Bank of any new Patent, Trademark and/or Copyright and to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Borrower hereinafter obtains rights. The Borrower further warrants that it is not aware of any third party claim that any of the aspects of the Borrower's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Borrower grants to Bank an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) except as disclosed in the schedules attached hereto, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights registered in the United States Copyright Office or the United States Patent and Trademark Office, as the case may be, is valid and enforceable;

(g) to the best of its knowledge, Borrower is the sole and exclusive owner to the extent registered, and will be the sole and exclusive owner upon registration, of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Borrower not to sue third persons, other than the assignment to Bank pursuant to this Agreement, and those licenses and other agreements set forth as Exhibit 1 hereto;

(h) Borrower has the right to enter into this Agreement and perform its terms;

(i) Borrower believes it has used, and will use it's best efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(j) Borrower believes it has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Borrower shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Borrower, in the exercise of its reasonable business judgment, deems advisable;

(l) The Borrower hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture could have a material adverse effect on Borrower's business, taken as a whole, or its ability to perform its obligations under the Loan Agreement; and

(m) The Borrower agrees to promptly, upon learning thereof, furnish Bank in writing all pertinent information available to the Borrower with respect to any infringement or other violation of the Borrower's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Borrower's business, taken as a whole, or its ability to perform its obligations under the Loan Agreement and other Credit Documents (as defined in the Loan Agreement). To the extent that the Borrower in the exercise of its reasonable business judgment deems advisable, the Borrower further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse affect on the Borrower's business, taken as a whole, or its ability to perform its obligations under the Loan Agreement or other Credit Documents.

- 2) Subject to the provisions of the Loan Agreement, Borrower hereby grants to Bank and its employees and agents the right to visit Borrower's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Borrower shall do any and all acts reasonably required by Bank to ensure Borrower's compliance herewith.
- 3) Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Borrower's obligations under this Agreement, without Bank' prior written consent, such consent not to be unreasonably withheld.
- 4) If, before the Obligations have been satisfied in full, Borrower shall obtain rights to any new Trademark, any new Copyright, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Borrower shall give to Bank prompt notice thereof in writing; provided however, the provisions hereof shall not automatically apply to any license, if such application or the exercise of any rights hereunder would breach the terms of such license, provided that Borrower shall use its reasonable best effort to obtain the consent of any such licensor so that the rights hereunder may apply to such license.
- 5) Borrower authorizes Bank to modify this Agreement by amending Schedules A, B, and C to include any future Patents, Trademarks, or Copyrights covered hereby.
- 6) Upon and during the occurrence and continuation of any Event of Default and the Bank's acceleration of the Obligations:
 - a) Bank shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Credit Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction governing the enforcement of the provisions hereof; and

- b) Bank may, in addition to any other remedies which may be available to Bank, without being deemed to have made an election of remedies, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Notwithstanding the foregoing, the Bank shall not assign any trademark application based on intent to use, except as permitted by 15 U.S.C. §1060. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrower. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Borrower at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Borrower, which right and equity of redemption are hereby waived and released, to the extent permitted by applicable law.
- 7) At such time as Borrower shall completely satisfy all of the Obligations, this Agreement shall terminate and Bank shall take all actions, at Borrower's expense, as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights (including, without limitation, execute, file and record, in each appropriate governmental office (and deliver copies thereof to Borrower) all releases and other instruments necessary and proper therefore), subject to any disposition thereof which may have been made by Bank pursuant hereto and in accordance with the terms hereof.
- 8) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Bank of any of its rights or remedies under this Agreement, the Loan Agreement or any Credit Document shall be borne and paid by Borrower on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Loan Agreement upon an Event of Default.
- 9) To the extent that the failure to do so could have a material adverse effect on the Borrower's business, taken as a whole, or its ability to perform its obligations under the Loan Agreement or the other Credit Documents, Borrower shall have the duty, through counsel reasonably

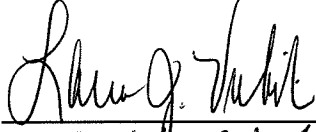
acceptable to Bank, to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Borrower. The Borrower shall not abandon any Patents, Trademarks, or Copyrights, which abandonment could have a material adverse effect on the Borrower's business, taken as a whole, or its ability to perform its obligations under the Loan Agreement or the other Credit Documents.

- 10) Borrower shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including attorney fees, incurred by Bank in the fulfillment of the provisions of this paragraph, provided, however, that prior to the occurrence and continuation of an Event of Default the Borrower shall have sole and exclusive control and authority over the conduct of any prosecution, defense or settlement of any such action or claims arising in connection therewith and the Bank shall cooperate with all reasonable requests of the Borrower in connection therewith. The obligations of the Borrower under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of an Event of Default and the Bank's acceleration of the Obligations, Borrower hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else, provided, however, that (i) in using any Trademark, Bank shall ensure quality control standards customary in the context trademark usage, and (ii) in the granting or issuance of any license with respect to the Trademarks, Bank shall obtain an agreement with respect to such license requiring licensee's compliance with quality control standards customary in the context of trademark licensing. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Borrower fails to comply with any of its obligations hereunder, Bank may, on 10 days notice to Borrower, do so in Borrower's name or in Bank's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by Bank in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.

- 13) No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement, or under any Credit Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14) All of Bank's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE BORROWER AND BANK EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE ACTIONS OF BANK. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 20) This Agreement, the Loan Agreement and the Credit Documents embody the entire agreement and understanding between the Borrower and Bank and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 21) All capitalized terms not otherwise defined herein shall have the same meanings ascribed to said terms in the Loan Agreement.


WITNESS the execution hereof as of the day and year first above written.

ATTEST:



NAME: Laura J. Vukovich
TITLE: SECRETARY

**WELLSPRING PHARMACEUTICAL
CORPORATION**

BY: 

NAME: DR. ROBERT A. VUKOVICH
TITLE: President

WACHOVIA BANK, NATIONAL ASSOCIATION

By: 

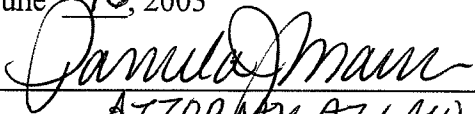
NAME: RICHARD ANDERSON
TITLE: Vice President

STATE OF NEW JERSEY :
: ss:
COUNTY OF MIDDLESEX :

I CERTIFY that on June 16, 2003, DR. ROBERT A. VUKOVICH personally came before me and stated under oath to my satisfaction that:

- (a) this person is the President of WELLSRING PHARMACEUTICAL CORPORATION, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporations as their voluntary act duly authorized by a proper resolution of their respective Board of Directors;
- (c) this person knows the proper seal of each corporation, both which are affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
June 16, 2003




ATTORNEY AT LAW
STATE OF NEW JERSEY

STATE OF NEW JERSEY :
: ss:
COUNTY OF MIDDLESEX :

I CERTIFY that on June 16, 2003, RICHARD ANDERSON personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
June 16, 2003



An Attorney at Law of
State New Jersey

SCHEDULE A

Copyrights

None

SCHEDULE B

Patents

<u>Type</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Description</u>	<u>Status</u>
US Patent Application	10/285,289	10/31/02(with priority back to 10/31/01)	Methods and Formulations for Minimizing Spasticity in Blood Vessels Grafts	Pending Office Action
PCT Patent Application	PCT/US 02/34889	10/31/02(with priority back to 10/31/01)	Methods and Formulations for Minimizing Spasticity in Blood Vessel Grafts	Pending

SCHEDULE C

Trademarks

Serial#/Registration#	Mark	Goods/Services	Status
0548626	DIBENZYLINE	Sympatholytic and adrenolytic agent and as an agent affecting the central nervous system.	Registered
76419230	DIBENZYLINE FOR INJECTION	Sympatholytic and adrenolytic agent and as an agent affecting the central nervous system	ITU Pending – Notice of Allowance Issued
785081	DYRENIUM	Diuretic	Registered
73108668	DUVOID	Analgesic and diuretic preparation	Registered
76447779	NEOSURF	Prescription pharmaceutical, namely a synthetic lung surfactant for the treatment of respiratory diseases in adults, infants and children	ITU Pending

Trademarks continued

Serial#/Registration#	Mark	Goods/Services	Status
76277600	WELLSPRING	House mark for full line of prescription pharmaceutical products	ITU Suspended
76277141	WELLSPRING	Consulting services relating to licensing and business development within the pharmaceutical industry	ITU Pending – subject to abandonment – no extension filed
76277601	WELLSPRING	Pharmaceutical research and development services; medical research, namely, conducting clinical trials of pharmaceuticals	ITU Pending – Notice of Allowance Issued – 1 st SOU Extension granted
76374520	MINTROL	Dietary supplements which support intestinal functions	ITU Pending – Notice of Allowance Issued
76206290	MINTROL	Pharmaceutical preparations and substances for the treatment of gastro-intestinal diseases and disorders	ITU Pending – Notice of Allowance Issued – 2 nd SOU Extension granted