FORM PTO-1618A Expires 06/30/99 OMB0651-0027

04-24-2002

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

	102067644
	demarks: Please record the attached original document(s) or copy(ies).
Submission Type New	Conveyance Type Assignment License
Resubmission (Non-Recordation) Document ID#	Security Nunc Pro Tunc Assignment Effective Date Month Day Year
Correction of PTO Error	☐ Change of Name
Reel # Frame #	
Corrective Document	
Reel # Frame #	
Conveying Party Mark	if additional names of conveying parties attached Execution Date
Name NeoSan Pharmaceuticals,	Month Day Year Inc. 08/17/01
Formerly	
Individual General Partnership	Limited Parnership
Other	
	if additional names of receiving parties attached
Name Bank of America, N	I.A., as Agent
DBA/AKA/TA	
Composed of	
Address (line 1) 101 N. Tryon Street	
Address (line 2) 15^{th} Floor, Agency S	
Address (line 3) Charlotte City	North Carolina 28255 State/Country Zip Code
☐ Individual ☐ General Partnersh	
☐ Corporation ☐ Association ☐ Other National Banking Association	the United States, an appointment of a domestic representative should be attached.
Citizenship/State of	(Designation must be a separate document from Assignment.)
Incorporation/Organization 3/2002 TDIAZ1 00000279 1033587	FOR OFFICE USE ONLY
An An An	
document and gathering for this conection of information document and gathering the data needed to complete the Information Officer Washington, D.C. 20231 and to the Control of the Contr	is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project ation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND TS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Expires 06/30/9 OMB 0651-002	99 Page 2	Patent and Trademark Office
	resentative Name and Address	TRADEMARK
•	Enter for the first Receiv	ing Party Only.
Name	N/A	
Address (line 1)		
Address (line 2)		
Address (line 3)		
Address (line 4)		
Correspondent N	Name and Address	ne Number (919) 286-8000
,		(919) 280-8000
Name	Steven D. Thomas	
Address (line 1)	Moore & Van Allen, PLLC	
Address (line 2)	2200 West Main Street	
Address (line 3)	Suite 800	
Address (line 4)	Durham, North Carolina 27705	
	Enter the total number of pages of the attached conveyance document including any attachments.	# 3
Trademark App	lication Number(s) or Registration Number(s)	if additional numbers attached OTH numbers for the same property).
Tra	ademark Application Number(s) Registra	ation Number(s)
	1,033,587	
Number of Prop	Enter the total number of properties involved.	# 1
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41):	\$ 40.00
Deposit	of Payment: Enclosed \(\sumset \) Deposit Account \(\sumset \) Account or payment by deposit account or if additional fees can be charged to the account.)	# 13-4365
	Deposit Account Number: Authorization to charge additional fees:	# 13-4303 Yes ⊠ No □
document Steven I	gnature est of my knowledge and belief, the foregoing information is true and correct and any attach t. Charges to deposit account are authorized as indicated herein. D. Thomas of Person Signing Signature	ned copy is a true copy of the original March 21, 2002 Date Signed

NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 17, 2001 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademark shown below to the Agent for the ratable benefit of the Lenders:

TRADEMARK

	Description of Trademark	Date of
Trademark No.	Item	Trademark
1,033,587	BRETHINE	2/17/1976

The undersigned Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademark (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of such trademark.

Very truly yours,

NeoSan Pharmaceuticals Inc.

Name: William L. Ginna, Jr.

By: Mula & I

Title: Vice President

C-745928v01

TRADEMARK
REEL: 002489 FRAME: 0910

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

Name:___ Title:___

Vice President

C-745928

TRADEMARK
RECORDED: 04/12/2002 REEL: 002489 FRAME: 0911