



FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

07-01-2002

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



102140200  
FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
- Document ID# \_\_\_\_\_
- Correction of PTO Error
- Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document
- Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

06/25/02

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Effective Date  
Month Day Year
- Merger
- Change of Name \_\_\_\_\_
- Other: Articles of Conversion

Conveying Party

Mark if additional names of conveying parties attached

Name SABEX 2002 INC.

Execution Date  
Month Day Year  
04/18/2002

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other: \_\_\_\_\_
- Citizenship/State of Incorporation/Organization: Canada

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) National Bank Trust Inc.

Address (line 1) 1100 University Street

Address (line 2) Montreal

Address (line 3) Québec Canada H3B 2G7  
Province State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be Attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other: trust company
- Citizenship/State of Incorporation/Organization: Quebec, Canada

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS 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

06/28/2002 LMUELLER 00000102 76274545 and  
01 FC:481  
02 FC:482  
002.848426.1

40.00 OP  
75.00 OP

TRADEMARK  
REEL: 002535 FRAME: 0510

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name Brian J. McNamara  
Address (line 1) FOLEY & LARDNER  
Address (line 2) 3000 K Street, N.W., Suite 500  
Address (line 3) Washington, D.C. 20007  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number (202) 672-5300

Name Brian J. McNamara  
Address (line 1) Foley & Lardner  
Address (line 2) 3000 K Street, N.W., Suite 500  
Address (line 3) Washington, D.C. 20007-5109  
Address (line 4) \_\_\_\_\_

**Pages**

Enter the total number of pages of the Recordation Cover Sheet,  
including any attachments.

# 14

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same Property).

Trademark Application Number(s)

Registration Number(s)

76/274,545 (INFUVITE)  
76/544,477 (SAB-PHARMA)

2,303,768 (INFUFER)  
2,257,045 (MULTI-12)

**Number of Properties**

Enter the total number of properties involved. # 4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41); \$ 115.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-0741

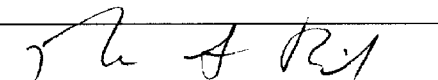
Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached Copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Norm J. Rich, Esq.

Name of Person Signing

  
Signature

June 25, 2002  
Date

IN THE UNITED STATES PATENT AND TRADEMARKS OFFICE

ASSIGNEE : SABEX 2002 INC.

TRADEMARKS : see Schedule « A »

DESIGNATION OF DOMESTIC REPRESENTATIVE

Honorable Commissioner of Patents & Trademarks  
BOX ASSIGNMENT  
Washington - D.C. 20231

Dear Sir:

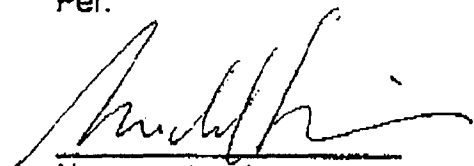
FOLEY & LARDNER, whose postal address is 3000 K Street, N.W., Suite 500, Washington, D.C. 20007-5109, United States of America, is hereby designated as the Assignee's representative upon whom notices or process in proceedings affecting these marks may be served.

POWER OF ATTORNEY

Assignee hereby appoints Arthur Schwartz of the law offices of FOLEY & LARDNER, having its offices at 3000 K Street, N.W., Suite 500, Washington, D.C. 20007-5109, United States of America, its attorneys to prosecute or maintain these registrations/applications, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith.

SABEX 2002 INC.

Per:



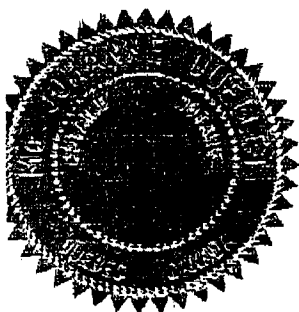
Name: Michel Sautier  
Title: President

**TRADEMARK SECURITY AGREEMENT**

On the eighteenth (18<sup>th</sup>) day of April, Two Thousand and Two (2002)

BEFORE Me Johanne Ouellet, the undersigned Notary for the Province of Quebec, practising in the City of Montreal,

**APPEARED: SABEX 2002 INC.**, a corporation constituted under the laws of Canada, having its registered head office at 37<sup>th</sup> Floor, 1 Place Ville-Marie, in the City of Montreal, in the Province of Quebec, H3B 3P4, herein acting and represented by Jack McGinley, its chairman, hereunto duly authorized in virtue of a resolution of the board of directors of the said corporation duly adopted on April 18<sup>th</sup>, 2002, a certified copy or duplicate of which remains hereto annexed after having been signed for identification by the said representative in the presence of the undersigned Notary (hereinafter referred to as the "Grantor");



**PARTY OF THE FIRST PART**

**AND: NATIONAL BANK TRUST INC.**, a trust company duly organized by virtue of the *Act Respecting Trust Companies and Savings Companies* (Quebec) and the *Companies Act* (Quebec), having its head office at 1100 University Street, in the City of Montreal, in the Province of Quebec, H3B 2G7, herein acting and represented by Carole Bédard, its Account Manager and by Andrée Binette, its Section Manager, hereunto duly authorized in virtue of a resolution of its Board of Directors dated October 30, 2001, a certified copy of which remains hereto annexed after having been signed for identification by the said representative in the presence of the undersigned Notary, in its capacity as Security Agent for, and *fondé de pouvoir* of, the Bondholders (as defined in the Deed of Hypothec hereinafter defined) (hereinafter referred to as the "Security Agent"). Notice of address in the Register of Personal and Movable Real Rights (Quebec) is registered under number 000518 therein;

**PARTY OF THE SECOND PART**

**WHICH PARTIES HAVE DECLARED AND AGREED, IN THE PRESENCE OF THE UNDERSIGNED NOTARY, AS FOLLOWS:**

**WHEREAS** pursuant to that certain credit agreement dated as of the date hereof among Grantor, the Persons named therein as Credit Parties, General Electric Capital Canada Inc., as Administration Agent, Agent and Lender, JPMorgan Chase Bank, Toronto Branch, as Documentation Agent, the Persons signatory thereto from time to time as Lenders and National Bank Trust Inc., as Security Agent, including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified (the "Credit Agreement"), (the Commitment Letter together with said Credit Agreement being collectively the "Credit Facilities");

WHEREAS, the Grantor and the Security Agent have executed and delivered that certain deed of hypothec dated April 17, 2002 between Grantor and Security Agent, on behalf of Bondholders (as such term is defined in the Deed of Hypothec hereinafter defined) bearing Notary Johanne Ouellet's minute number 45 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Deed of Hypothec");

WHEREAS, pursuant to the Deed of Hypothec, Grantor has granted security in the Trademark Collateral to Security Agent, on behalf of Bondholders, and wishes, for purposes of registration in certain registers, to further state same by granting herein Security Agent, on behalf of Bondholders, a hypothec and a first priority security interest in the Trademark Collateral;

WHEREAS Article 2692 of the C.C.Q. permits a legal person to grant a hypothec securing payment of bonds and other titles of indebtedness in favour of the person authorized to do so on behalf of the creditors (the person holding the power of attorney (*fondé de pouvoir*) of the creditors);

WHEREAS the Deed of Hypothec appoints the Security Agent as *fondé de pouvoir* of the Bondholders with the authority to enter into a deed of hypothec under Article 2692 of the C.C.Q. on behalf of and for the benefit of the Bondholders;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. (A) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As general and continuing collateral security for the performance by the Grantor of the Bond Obligations, as such term is defined in the Deed of Hypothec (including, without limiting the generality of the foregoing, interest on all overdue interest, as well as the costs and expenses incurred in order to preserve its security or realize upon the hypothec created under the terms hereof and all other costs and expenses related to the Bond Obligations), Grantor hereby hypothecates to the extent of the sum of three hundred million dollars (\$300,000,000), with interest thereon at the rate of 25% per annum, in favour of Security Agent, on behalf of Bondholders, and grants to the Security Agent, on behalf of Bondholders, a first priority continuing security interest in, all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals and applications to extend wares or services or the foregoing;

(c) all goodwill of the business associated with each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COVENANTS. Grantor covenants and agrees that from and after the date of this Trademark Property Security Agreement:

(a) Grantor shall notify Agent and Security Agent immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the Canadian Trade-Marks Office, the U.S. Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the Canadian Trade-Marks Office, the U.S. Patent and Trademark Office or any similar office or agency without giving Agent and Security Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Security Agent's Lien on such Trademark and the intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent and Security Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Trademark Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent

shall deem appropriate under the circumstances to protect such Trademark Collateral.

4. SECURITY AGREEMENT. The security granted pursuant to this Trademark Security Agreement is granted in conjunction with, in addition to and not in substitution of the security granted to Security Agent pursuant to the Credit Agreement and/or Deed of Hypothec and any other security held by Security Agent and/or Agent for the fulfillment of the Bond Obligations and shall not operate as novation of any obligation of Grantor towards Bondholders, the persons holding the Notes, Lenders, Security Agent and/or Agent. Grantor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the security in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and/or Deed of Hypothec and shall not operate as novation of any obligation of Grantor towards Bondholders, the persons holding the Notes, Lenders, Security Agent and/or Agent, the terms and provisions of the Credit Agreement and/or Deed of Hypothec being incorporated by reference herein as if fully set forth herein.

5. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Bond Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Bond Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Bond Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

7. GOVERNING LAW. This Trademark Security Agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

8. **CONFLICT.** To the extent that any conflict exists between any provision of this Trademark Security Agreement and any provision of the Credit Agreement or the Deed of Hypothec, the Credit Agreement and the Deed of Hypothec shall prevail and this Trademark Security Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency.

MU #: 871786.04



This is Schedule I to the Trademark Securities Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

CANADIAN PORTFOLIO

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
ANUZINC	532,060	TMA 311,200
BETAJECT	876,588	TMA 532,174
BICHOLATE LILAS	526,981	TMA 305,926
CLIMACTERON	260,416	TMA 122,498
CLIMACTÉRON	324,451	TMA 169,603
CORTAMED	357,023	TMA 195,259
CORTIMYXIN	831,934	TMA 484,614
"CREO-RECTAL"	202,852	UCA 33,597
"DEMO-CINEOL"	184,094	UCA 19,224
DOLODENT	348,066	TMA 182,972
HEMAREXIN	465,082	TMA 262,323
HYDROMORPHONE HP	703,131	TMA 442,985
INFUFER	749,380	TMA 439,984
LABORATOIRE PENTAGONE LABORATORY	313,508	TMA 161,884
LET	1,014,679	- PENDING -
LIDOMYXIN	635,599	TMA 385,090
MICRO +	621,243	TMA 374,459
MORPHINE HP	616,193	TMA 364,557

MU #: 871788.04

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
MORPHINE LP	620,588	TMA 374,176
MULTI 1000	621,255	TMA 375,380
MULTI 12	621,256	TMA 431,324
MULTI-12 /K-1	1,062,270	- PENDING -
NAUSEATOL	380,468	TMA 211,512
OLIGOFER	691,426	TMA 414,805
OPTIMYXIN	635,459	TMA 378,409
PENTA B-C	334,673	TMA 177,588
PENTA-3B	334,672	TMA 177,587
PENTA-THION	725,720	TMA 428,375
PENTAGONE	334,861	TMA 177,806
PENTAGONE & DESIGN	326,693	TMA 171,440
PENTAGONE PHARMA	516,457	TMA 308,038
PENTAMYCETIN	334,862	TMA 176,902
PENTAMYCIN	334,671	TMA 177,586
POLYDONE-SABEX	406,803	TMA 234,865
POLYTOPIC	1,050,482	TMA 557,376
REVITONUS	318,896	TMA 164,617
RICIFRUIT, FRAMBOISE (DESIGN)	155,627	TMDA 63,278
S (DESIGN)	456,322	TMA 268,631
SAB-ANUXINE HC	1,008,987	- PENDING -
SAB-ANUZONE HC	1,008,986	- PENDING -
SAB-BETAXOLOL	678,456	- PENDING -
SAB-DEXAMETHASONE	869,149	TMA 539,482
SAB-DICLOFENAC	869,145	TMA 525,788

MU #: 871786.04

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
SAB-IDOXURIDINE	869,150	TMA 517,323
SAB-INDOMETHACIN	856,055	TMA 503,924
SAB-LET	1,009,313	- PENDING -
SAB-LEVOBUNOLOL	869,162	TMA 540,594
SAB-NAPROXEN	838,425	TMA 524,456
SAB-OPTICORT	895,414	- PENDING -
SAB-PENTASONE	878,121	TMA 556,009
SAB-PREDNISOLONE	856,055	TMA 500,490
SAB-PROCTOMYXIN HC	869,151	TMA 540,595
SAB-TOBRAMYCINE	1,099,479	- PENDING -
SABEX (DESIGN)	456,323	TMA 319,209
SALINEX	425,987	TMA 243,113
SALINOL	1,030,633	TMA 549,139
SOLU-CROM	838,332	TMA 517,229
SUPEUDOL	314,237	TMA 167,236
TRANSILAX	379,351	TMA 210,919
"VI-MEDIN"	212,519	UCA 39,487

Md #: 871786.04

**U.S.A PORTFOLIO**

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
INFUFER	75-517,379	2,303,768
INFUVITE	76-274,545	- PENDING -
MULTI-12	75-476,109	2,257,045
SAB-PHARMA	75-544,477	- PENDING -

**SAUDI ARABIA PORTFOLIO**

TRADE-MARK	CLASS	APPLICATION NO.	REGISTRATION NO.
SABEX & DESIGN	3	68196	604/9
SABEX & DESIGN	5	68197	621/35
SALINEX	5	68198	- PENDING -

**TRADEMARK LICENSES**

License Agreement with Sigma-Tau Industrie Farmaceutiche Riunite SpA (Trademark ACTI-B (TMA 282,184))

Trademark License Agreement with Les Laboratoires Dausse and Herdt & Charton (with Synthelabo letter dated January 29, 1998) and Sanofi-Synthelabo letter dated July,3 2000 (Trademark Hormodause 138/35335).

Provider End-User License Agreement with Primonics Inc.

Sabex Inc. has acquired from Wyeth-Ayerst Canada Inc. the trademark LOXAPAC pursuant to an Asset Purchase and Sale Agreement dated February 27, 2002.

Mil #: 871788.04

9. Language. The parties hereto declare that this Agreement and any related documents be drawn up and executed in English only; les parties soussignées déclarent qu'elles exigent que cet acte et tous les documents s'y rattachant soient rédigés en anglais seulement.

WHEREOF ACTE, done and passed at the City of Montreal on the date aforesaid, and remains of record in the office of the undersigned Notary under her minute number ~~forty-nine~~ ( ~~49~~ ).

The representatives of the parties declared to the Notary to have taken cognizance of the present deed and to have exempted her from reading same or having same read, following which the representatives of the parties signed in the presence of the Notary and as follows:

SABEX 2002 INC.

By: [Signature]  
Name: Jack McGinley  
Title: Chairman

NATIONAL BANK TRUST INC., in its capacity as Security Agent for, and *fondé de pouvoir* of, the Bondholders

By: [Signature]  
Name: Carole Bédard  
Title: Account Manager

By: [Signature]  
Name: Andrée Binette  
Title: Section Manager

[Signature]  
Johanne Ouellet, Notary

TRUE COPY OF THE ORIGINAL  
REMAINING IN MY OFFICE

[Signature], notary

April 18, 2002  
Minute 49

**TRADEMARK SECURITY  
AGREEMENT**

**BY**

**SABEX 2002 INC.**

**IN FAVOUR OF**

**NATIONAL BANK TRUST INC.**

**Sixth Copy**

Mire Johanne Ouellet  
**Gowling Lafleur Henderson LLP**  
1 Place Ville Marie, 37th Floor  
Montreal (Quebec)  
Canada H3B 3P4  
(514) 392-9589  
N° dossier : T534146  
INIT. : DBK