

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
Insight Pharmaceuticals LLC		03/31/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	709543	ALLEREST
Registration Number:	2544673	AMERICAINE
Registration Number:	418790	ANACIN
Registration Number:	940857	ANACIN
Registration Number:	123606	ANACIN
Registration Number:	1331611	
Registration Number:	792115	ASPERGUM
Registration Number:	240417	ASPERGUM
Registration Number:	714075	BACID
Registration Number:	697007	BONINE
Registration Number:	2537840	CALDECORT
Registration Number:	1492869	CALDECORT LIGHT
Registration Number:	990492	CALDESENE

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Registration Number:	648836	CALDESENE
Registration Number:	2661393	CEPASTAT
Registration Number:	614242	CHOOZ
Registration Number:	2030924	
Registration Number:	2027728	
Registration Number:	2578043	EUCALYPTAMINT
Registration Number:	2578044	EUCALYPTAMINT
Registration Number:	1777611	EUCALYPTAMINT
Registration Number:	1403729	FIBERALL
Registration Number:	275459	KONDREMUL
Registration Number:	1924860	MADE STRONGER TO LAST LONGER...GUARANTEED
Registration Number:	2726624	MADE STRONGER TO LAST LONGER... GUARANTEED!
Registration Number:	1530495	MAXIMUM STRENGTH 12 HOUR ALLEREST
Registration Number:	1166052	N'ICE
Registration Number:	2019831	N'ICE
Registration Number:	2027737	N'ICE
Registration Number:	2027731	N'ICE 'N CLEAR
Registration Number:	2044640	NICE 'N CLEAR
Registration Number:	1691138	NIX
Registration Number:	1604296	NOSTRILLA
Registration Number:	2534078	POWERFUL N'ICE
Registration Number:	2546937	PRIVINE
Registration Number:	418496	PRIVINE
Registration Number:	2028228	S
Registration Number:	921019	SINAREST
Registration Number:	1037225	SUCRETS
Registration Number:	870753	SUCRETS
Registration Number:	1908111	SUCRETS 4
Registration Number:	1969808	SUCRETS S
Registration Number:	990672	VITRON-C
Registration Number:	990673	VITRON-C-PLUS
Registration Number:	1201750	N'ICE
Registration Number:	2018329	N'ICE

CORRESPONDENCE DATA

TRADEMARK
REEL: 003064 FRAME: 0913

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/12/2005

Total Attachments: 10
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Schedule 1

U.S. TRADEMARK REGISTRATIONS

Mark	Application No.	Registration No.	Status
ALLEREST	72/098027	0709543	Registered
AMERICAINE	76/221161	2544673	Registered
ANACIN	71485181	418790	Registered
ANACIN	72409631	940857	Registered
ANACIN	71111064	123606	Registered
ANACIN Arrow Design	73493730	1331611	Registered
ASPERGUM	72/205129	0792115	Registered
ASPERGUM & Design	71/258732	0240417	Registered
BACID (Stylized)	72/094528	0714075	Registered
BONINE	72/081199	697007	Registered
CALDECORT	76/060960	2537840	Registered
CALDECORT LIGHT	73/672858	1492869	Registered
CALDESENE	73/002357	0990492	Registered
CALDESENE	72/024472	0648836	Registered
CEPASTAT	76/060961	2661393	Registered
CHOOZ (Stylized)	71/676074	0614242	Registered
Design of a Penguin	74/645818	2030924	Registered
Design of a Penguin on a Mountain	74/645820	2027728	Registered
EUCALYPTAMINT	76/221158	2578043	Registered
EUCALYPTAMINT & Design	76/221159	2578044	Registered

Mark	Application No.	Registration No.	Status
EUCALYPTAMINT (Stylized)	74/057820	1777611	Registered
FIBERALL	73/566998	1403729	Registered
KONDREMUL (Stylized)	71/301762	0275459	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	74/562740	1924860	Registered
MADE STRONGER TO LAST LONGER...GUARANTEED!	76/359164	2726624	Registered
MAXIMUM STRENGTH 12 HOUR ALLEREST	73/669230	1530495	Registered
N'ICE	73/192160	1166052	Registered
N'ICE & Design	74/641752	2019831	Registered
N'ICE & Design	73/285177	1201750	Registered
N'ICE & Design	74/641450	2018329	Registered
N'ICE & Design	74/647639	2027737	Registered
N'ICE 'N CLEAR and Design	74/646790	2027731	Registered
N'ICE 'N CLEAR and Design	74/657105	2044640	Registered
NIX	74/133246	1691138	Registered
NOSTRILLA	73/790621	1604296	Registered
POWERFUL N'ICE	76/199688	2534078	Registered
PRIVINE	76/221160	2546937	Registered
PRIVINE	71/457000	0418496	Registered
S Design	74/668226	2028228	Registered
SINAREST	72/366055	0921019	Registered
SUCRETS	73/062771	1037225	Registered
SUCRETS	72/285036	870753	Registered

Mark	Application No.	Registration No.	Status
SUCRETS & Design	74/563000	1908111	Registered
SUCRETS S & Design	74/660112	1969808	Registered
VITRON-C	72/457984	0990672	Registered
VITRON-C-PLUS	72/458001	0990673	Registered

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 31, 2005 is by **INSIGHT PHARMACEUTICALS LLC**, a Delaware limited liability company (the "Grantor") in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Credit Agreement") with Grantee, Callidus Capital Finance, LLC, as sole lead arranger, and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

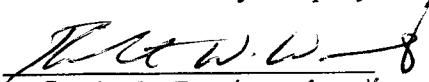
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

INSIGHT PHARMACEUTICALS LLC,
a Delaware limited liability company

By: 
Name: ROBERT W WARING
Title: TREASURER

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