

Form PTO-1594 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Zila, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>March 24, 2006</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Black Diamond Commercial Finance, L.L.C.</u> Internal Address: <u>Two Stamford Plaza</u> Street Address: <u>281 Tressor Blvd., 7th Floor</u> City: <u>Stamford</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06901</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>See attached Exhibit B</u></p>	<p>B. Trademark Registration No.(s) <u>See attached Exhibit B</u></p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Elisabeth Falaleev</u> Internal Address: _____ Street Address: <u>c/o Paul Hastings</u> <u>75 E. 55th Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u> Phone Number: <u>212-318-6579</u> Fax Number: <u>212-230-7887</u> Email Address: <u>elisabethfalaleev@paulhastings.com</u></p>	<p>6. Total number of applications and registrations involved: 48</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$ 1,215</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>1121</u> Expiration Date <u>09/30/08</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Elisabeth Falaleev</u> <u>3/30/06</u> Signature Date</p> <p style="text-align: center;"><u>ELISABETH FALALEEV</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 81</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1190.00 78735251

Exhibit B**CONTINUATION OF ITEM #1 ON TRADEMARK RECORDATION SHEET****Conveying Parties**

Zila Biotechnology, Inc.
Zila Nutraceuticals, Inc.
Zila Pharmaceuticals, Inc.
Zila Swab Technologies, Inc.

CONTINUATION OF ITEM #4 ON TRADEMARK RECORDATION SHEET

Trademarks

	Mark	File Date	Registration No.
1.	PERIDEX	3/12/1984	1330473
2.	PRO-SWAB	2/26/2001	2670004
3.	PRO-TIES	8/22/2000	2566135
4.	PRO-TIES (word/design)	12/4/2000	2598108
5.	VIZILITE	10/9/2001	2670202
6.	ViziLite Stylized w/Sunburst	1/10/2005	3,062,943
7.	Better Screening Saves Lives	78/735,251	Pending
8.	LUMENOSCOPY	76/606,050	Allowed
9.	ORALITE	78/691,545	Pending
10.	ORAMARK	78/681,978	Pending
11.	T-BLUE	78/604,255	Pending
12.	T-BLUE 630 Stylized	78/728,411	Pending
13.	T-BLUE Stylized	78/728,409	Pending
14.	VIZILITE – because better screening saves lives	78/544,822	Allowed
15.	VIZIMARK	78/604,082	Pending
16.	VIZITEST	78/691,542	Pending
17.	ZTBlue	78/652,008	Pending
18.	ZTC	78/711,093	Pending
19.	GMP	9/20/2002	2,833,791
20.	INNOVATIVE	2/12/2001	2580234
21.	INNOVATIVE SWAB TECHNOLOGIES Stylized		Pending
22.	ZILA	7/17/1989	1607112
23.	ORATEST	2/17/1995	2166099
24.	ZILA Stylized	8/26/2004	3013304
25.	Arch Design	1/21/2005	3054390
26.	BODY-READY	1/29/1996	2086509
27.	C-FLEX	11/17/1989	1608005
28.	EC Stylized	4/4/1989	1577263
29.	ESTER-C	1/23/1989	1598104
30.	ESTER-C	9/20/1990	1742066
31.	ESTER-C	1/20/1984	1354735
32.	ESTER-C & arc	10/27/2003	2977776
33.	ESTER-C BOOST	5/18/2000	2528608
34.	ESTER-E	11/18/2002	2884890
35.	Esterol	7/3/1990	1674755
36.	Esterola-C	8/16/2002	2872619
37.	Esterola-C Plus	1/15/2004	3056086
38.	OXYCAL	4/7/1977	1081497

39.	PALMETTX	12/14/1999	2486154
40.	The First to Last	10/6/1998	2289046
41.	The Heartbeat of Vitamin C	8/18/1988	1538868
42.	The Intelligent Use of Nature	12/14/1999	2559722
43.	ESTER-KIDS	76/606,051	Allowed
44.	ESTER	78/691,057	Pending
45.	ESTER Stylized	78/691,062	Pending
46.	ESTER-CRAN	76/624,580	Pending
47.	ESTER-O	78/691,047	Pending
48.	ESTER-OMEGA	78/691,058	Pending

GUARANTEE AND COLLATERAL AGREEMENT

made by

**ZILA, INC.,
ZILA TECHNICAL, INC.,
ZILA BIOTECHNOLOGY, INC.,
ZILA NUTRACEUTICALS, INC.,
ZILA PHARMACEUTICALS, INC. and
ZILA SWAB TECHNOLOGIES, INC.**

and certain of their Subsidiaries

in favor of

BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.

as Administrative Agent

Dated as of March 24, 2006

TABLE OF CONTENTS

	Page
SECTION 1. DEFINED TERMS	1
1.1. Definitions.....	1
1.2. Other Definitional Provisions	5
SECTION 2. GUARANTEE	5
2.1. Guarantee	5
2.2. Right of Contribution.....	6
2.3. No Subrogation.....	6
2.4. Amendments, etc. with respect to the Borrower Obligations	7
2.5. Guarantee Absolute and Unconditional	7
2.6. Reinstatement.....	8
2.7. Payments.....	8
SECTION 3. GRANT OF SECURITY INTEREST	8
SECTION 4. REPRESENTATIONS AND WARRANTIES.....	10
4.1. Representations in Credit Agreement.....	10
4.2. Title; No Other Liens	10
4.3. Perfected First Priority Liens	10
4.4. Jurisdiction of Organization; Chief Executive Office	11
4.5. Inventory and Equipment.....	11
4.6. Farm Products.....	11
4.7. Investment Property.....	11
4.8. Receivables	11
4.9. Contracts	12
4.10. Intellectual Property.....	12
4.11. Commercial Tort Claims.....	13
SECTION 5. COVENANTS	14
5.1. Covenants in Credit Agreement.....	14
5.2. Delivery of Instruments, Certificated Securities and Chattel Paper	14
5.3. Maintenance of Insurance	14
5.4. Payment of Obligations.....	14
5.5. Maintenance of Perfected Security Interest; Further Documentation.....	15
5.6. Changes in Locations, Name, etc.....	15
5.7. Notices	15
5.8. Investment Property.....	16
5.9. Receivables	17
5.10. Contracts	17
5.11. Intellectual Property.....	17
5.12. Commercial Tort Claims.....	19

TABLE OF CONTENTS
(continued)

	Page
SECTION 6. REMEDIAL PROVISIONS	19
6.1. Certain Matters Relating to Receivables.....	19
6.2. Communications with Obligors; Grantors Remain Liable	20
6.3. Pledged Stock.....	20
6.4. Proceeds to be Turned Over to Administrative Agent.....	21
6.5. Application of Proceeds	21
6.6. Code and Other Remedies	22
6.7. Registration Rights.....	23
6.8. Waiver; Deficiency	24
SECTION 7. THE ADMINISTRATIVE AGENT	24
7.1. Administrative Agent's Appointment as Attorney-in-Fact, etc.....	24
7.2. Duty of Administrative Agent	26
7.3. Execution of Financing Statements	26
7.4. Authority of Administrative Agent.....	26
SECTION 8. MISCELLANEOUS	27
8.1. Amendments in Writing.....	27
8.2. Notices	27
8.3. No Waiver by Course of Conduct; Cumulative Remedies	27
8.4. Enforcement Expenses; Indemnification	27
8.5. Successors and Assigns.....	28
8.6. Set-Off.....	28
8.7. Counterparts.....	28
8.8. Severability	28
8.9. Section Headings	28
8.10. Integration.....	28
8.11. GOVERNING LAW.....	29
8.12. Submission To Jurisdiction; Waivers	29
8.13. Acknowledgements.....	29
8.14. Additional Grantors	29
8.15. Releases.....	30
8.16. WAIVER OF JURY TRIAL.....	30

GUARANTEE AND COLLATERAL AGREEMENT, dated as of March 24, 2006, made by and between (i) ZILA, INC., a Delaware corporation ("Holdings"), ZILA NUTRACEUTICALS, INC. (formerly known as Oxycal Laboratories Incorporated), an Arizona corporation, ZILA TECHNICAL, INC., an Arizona corporation, ZILA BIOTECHNOLOGY, INC., an Arizona corporation, ZILA PHARMACEUTICALS, INC., a Nevada corporation, and ZILA SWAB TECHNOLOGIES, INC., an Arizona corporation, (each entity, together with Holdings, are collectively referred to herein as the "Borrowers" and, collectively with any domestic Subsidiary, in each case, including any successors and assigns, together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of and (ii) BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 24, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable each Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, each Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and

the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Certificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Farm Products, General Intangibles, Goods, Instruments and Inventory. The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of each Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrowers pursuant to the terms of any of the foregoing agreements).

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Confidential Information": means any data or information concerning the Grantors (including trade secrets), without regard to form, regarding (for example and including, but not limited to) (i) business process models; (ii) proprietary software; (iii) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, Contracts, suppliers, customers, and customer lists; (iv) the identity, skills and compensation of employees, contractors, and consultants; (v) specialized training; and (vi) discoveries, developments, trade secrets, processes, formulas, data, lists, and all other works of authorship, mask works, ideas, concepts, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere. Notwithstanding the foregoing, no data or information constitutes "Confidential Information" if such data or information is publicly known and in the public domain.

"Contracts": the contracts and agreements listed in Schedule 7, as the same may be amended, supplemented or otherwise modified from time to time, including, without limitation, (i) all rights of any Grantor to receive moneys due and to become due to it

thereunder or in connection therewith, (ii) all rights of any Grantor to damages arising thereunder and (iii) all rights of any Grantor to perform and to exercise all remedies thereunder.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Ester-C® Expiring Patents": the following patents relating to Ester-C® nutritional ingredients, (i) Compositions and Methods for Administering Vitamin C issued on April 18, 1989, with an expiration of April 10, 2007 and patent number 4822816, (ii) Compositions and Methods for Administering Therapeutically Active Compounds on November 6, 1990, with an expiration of April 10, 2007 and patent number 4968716 and (iii) Compositions and Methods for Administering Therapeutically Active Compounds issued on December 3, 1991, with an expiration of April 10, 2007 and patent number 5070085.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Excluded Foreign Subsidiary.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrowers.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to any Group Member.

"Intellectual Property": means any or all of the following and all rights, arising out of or associated therewith: (i) all Patents; (ii) all inventions (whether patentable or

not), invention disclosures, improvements, Confidential Information, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world; (iii) all Copyrights; (iv) all industrial designs and any registrations and applications therefor throughout the world; (e) all Trademarks; (v) all databases and data collections and all rights therein throughout the world; (vi) all moral and economic rights of authors and inventors, however denominated, throughout the world; and (vii) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of “Pledged Stock”) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers”: the collective reference to each issuer of any Investment Property.

“New York UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations”: (i) in the case of the Borrowers, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, provisionals, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

“Pledged Notes”: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

“Pledged Stock”: the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Excluded Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC on the date hereof and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Registered Intellectual Property": means all United States, international and foreign: (i) Patents, (ii) registered Trademarks and applications for Trademark registrations, (iii) registered Copyrights and applications for Copyright registration and (iv) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded with any Governmental Authority.

"Securities Act": the Securities Act of 1933, as amended.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2. **Other Definitional Provisions.** (a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1. Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers may be free from any Borrower Obligations.

(e) No payment made by any of the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from any of the Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full and the Commitments are terminated.

2.2. Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, and each

Guarantor shall remain liable to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns for the full amount guaranteed by such Guarantor hereunder.

2.3. No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against any Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by any Borrower on account of the Borrower Obligations are paid in full and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4. Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Required Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. No Administrative Agent or Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5. Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or

renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between any of the Borrowers and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Borrowers or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (1) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (2) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any of the Borrowers or any other Person against the Administrative Agent or any Lender, or (3) any other circumstance whatsoever (with or without notice to or knowledge of any of the Borrowers or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of any of the Borrowers for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any of the Borrowers, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent to make any such demand, to pursue such other rights or remedies or to collect any payments from any of the Borrowers, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any of the Borrowers, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6. Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7. Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office specified in the Credit Agreement.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligation:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Contracts;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Instruments (including cash and Cash Equivalents);
- (i) all Intellectual Property;
- (j) all Inventory;
- (k) all Investment Property;
- (l) all Letter of Credit Rights;
- (m) all Payment Intangibles;
- (n) all Fixtures;
- (o) all Commercial Tort Claims;
- (p) all Goods and other property (including, without limitation, all personal property) not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);
- (q) all books and records pertaining to the Collateral; and

(r) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in: any payroll, tax, or trust fund account or any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1. Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Sections 5.3 through 5.5 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein.

4.2. Title; No Other Liens. Except for the security interest granted to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by a Grantor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Administrative Agent and each Lender understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Administrative Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.3. Perfected First Priority Liens. Except with respect to a prior first priority perfected security interest in the Prescott Facility securing indebtedness owing to \$3,045,000 in an aggregate amount not to exceed \$3,045,000 at any time, (the "Prior Prescott Lien"), the security interests granted pursuant to this Agreement constitute valid first priority perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement. The security interests in the Prescott Facility granted pursuant to this Agreement constitute valid second priority perfected security interests in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase the Prescott Facility from such Grantor, subject only to the Prior Prescott Lien and other Liens permitted by the Credit Agreement.

4.4. Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of such Grantor's chief executive office or sole place of business or principal residence, as the case may be, are specified on Schedule 4. Such Grantor has furnished to the Administrative Agent a certified charter, certificate of incorporation or other organization document and long-form good standing certificate as of a date which is recent to the date hereof.

4.5. Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.6. Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7. Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and to the extent the pledged entity is a corporation, are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or

options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8. Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9. Contracts. (a) No consent of any party (other than such Grantor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Agreement, except as has been obtained.

(b) Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(c) Neither such Grantor nor (to the best of such Grantor's knowledge) any of the other parties to the Contracts is in default in the performance or observance of any of the terms thereof in any manner that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(d) The right, title and interest of such Grantor in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(e) Such Grantor has delivered or made available to the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto.

(f) No amount payable to such Grantor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(g) None of the parties to any Contract is a Governmental Authority.

4.10. Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof, including all Registered Intellectual Property. Each such Grantor owns and has good and exclusive title to, or has licenses (sufficient for the conduct of the business as currently conducted) to, each item of Intellectual Property, and such Grantor is the exclusive owner or exclusive licensee of all Trademarks used in connection with and material to the operation or conduct of its business. Each Grantor's licensing of any of its Trademarks has

been subject to commercially reasonable quality control of such Grantor and the Grantor has exercised that quality control in a consistent and commercially reasonable manner.

(b) On the date hereof, all material Intellectual Property of such Grantor described on Schedule 6 is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe or misappropriate the Intellectual Property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) All necessary registration, maintenance and renewal fees currently due in connection with the Registered Intellectual Property have been made and all necessary documents, recordations and certifications in connection with such Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purpose of maintaining such Registered Intellectual Property.

(e) To the extent that any Intellectual Property of any of the Grantors has been developed or created by a third party for such Grantor, such Grantor has a written agreement with such third party with respect thereto and such Grantor thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license to, all of such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment.

(f) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

(h) Each Grantor has taken reasonable steps to protect the rights of such Grantor in the Confidential Information and any trade secret or confidential information of third parties used in the business, and, except under confidentiality obligations, there has not been any disclosure by any of the Grantors of any Confidential Information or any such trade secret or confidential information of third parties.

4.11. Commercial Tort Claims

(a) On the date hereof, except to the extent listed in Section 3.1 above, no Grantor has rights in any Commercial Tort Claim with potential value in excess of \$50,000.

(b) Upon the filing of a financing statement covering any Commercial Tort Claim referred to in Section 5.12 hereof against such Grantor in the jurisdiction specified in

Schedule 3 hereto, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase such Collateral from Grantor, which security interest shall be prior to all other Liens on such Collateral except for unrecorded liens permitted by the Credit Agreement which have priority over the Liens on such Collateral by operation of law.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent that, from and after the date of this Agreement until the Obligations shall have been paid in full and the Commitments shall have terminated:

5.1. Covenants in Credit Agreement. In the case of each Guarantor, such Guarantor shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Guarantor or any of its Subsidiaries.

5.2. Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.3. Maintenance of Insurance. (a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) to the extent requested by the Administrative Agent, insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrowers shall promptly deliver to the Administrative Agent a report of a reputable insurance broker with respect to such insurance as and when the Borrowers receive such report and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.4. Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.5. Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (1) the filing of any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (2) in the case of Investment Property, Deposit Accounts, Letter of Credit Rights and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.6. Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (1) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (2) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(a) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.4; or

(b) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.7. Notices. Such Grantor will advise the Administrative Agent promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.8. Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein,

except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.9. Receivables. (a) Other than in the ordinary course of business consistent with its past practice, such Grantor will not, without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.10. Contracts. (a) Such Grantor will perform and comply in all material respects with all of its obligations under the Contracts, except that no obligation need be performed if the validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor.

(b) Such Grantor will not amend, modify, terminate or waive any provision of any Contract in any manner which could reasonably be expected to materially adversely affect the value of such Contract as Collateral.

(c) Such Grantor will exercise promptly and diligently each and every material right which it may have under each material Contract (other than any right of termination).

(d) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it relating in any way to any material Contract that questions the validity or enforceability of such Contract.

5.11. Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use,

(ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Other than with respect to the expiration of the Ester-C® Expiring Patents, such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, of any unauthorized disclosure of Confidential Information, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest, for the ratable benefit of the Administrative Agent and the Lenders in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Other than with respect to the expiration of the Ester-C® Expiring Patents, such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.12. **Commercial Tort Claims.** (a) If such Grantor shall obtain an interest in any Commercial Tort Claim with a potential value in excess of \$50,000, such Grantor shall within 30 days of obtaining such interest sign and deliver documentation acceptable to the Administrative Agent granting a security interest under the terms and provisions of this Agreement in and to such Commercial Tort Claim. Upon the filing of a financing statement covering such Commercial Tort Claim against such Grantor in the jurisdiction specified in Schedule 3 hereto, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase such Collateral from Grantor, which security interest shall be prior to all other Liens on such Collateral except for unrecorded liens permitted by the Credit Agreement which have priority over the Liens on such Collateral by operation of law.

SECTION 6. REMEDIAL PROVISIONS

6.1. **Certain Matters Relating to Receivables.** (a) Upon the Administrative Agent's reasonable request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables (collectively, "Independent Receivable Reports"); provided, however, that no Grantor shall be required to provide more than four Independent Receivable Reports from an independent public accountant during any twelve-month period; provided, further, that upon the occurrence of a Default or an Event of Default, the Administrative Agent shall have the right to receive Independent Receivable Reports at any time, and from time to time, the Administrative Agent may reasonably request such Independent Receivable Reports.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an

Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2. Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may, at any time after the occurrence and during the continuance of an Event of Default, communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Administrative Agent and the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Administrative Agent or Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3. Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the

Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in the order set forth in Section 6.5, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (1) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (2) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (1) states that an Event of Default has occurred and is continuing and (2) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4. Proceeds to be Turned Over to Administrative Agent. In addition to the rights of the Administrative Agent specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for

the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5. Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to fees and reimbursable expenses of the Administrative Agent then due and payable pursuant to any of the Loan Documents;

Second, to the Administrative Agent, to interest then due and payable on the Term Loan, including any interest required to be paid pursuant to Section 4.3 of the Credit Agreement;

Third, to the Administrative Agent, to prepay the principal balance of the Term Loan until prepaid in full;

Fourth, to all other Obligations, including expenses of Lenders to the extent reimbursable under Section 11.5 of the Credit Agreement; and

Fifth, any balance of such Proceeds remaining after the Obligations shall have been paid in full and the Commitments shall have terminated shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

6.6. Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral

and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7. Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale

under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8. Waiver, Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Administrative Agent to collect such deficiency.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1. Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

- (i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;
- (ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative

Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

- (iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;
- (iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and
- (v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent hereunder are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3. Execution of Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Each Grantor authorizes the Administrative Agent to use the collateral description "all assets" (or words of similar effect) in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by the Administrative Agent of any financing statement with respect to the Collateral made prior to the date hereof.

7.4. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the

Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11.1 of the Credit Agreement.

8.2. Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3. No Waiver by Course of Conduct; Cumulative Remedies. No Administrative Agent or Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4. Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay, or reimburse the Administrative Agent for, all of its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 hereof or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this

Agreement to the extent the Borrowers would be required to do so pursuant to Section 11.5 of the Credit Agreement.

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and its successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6. Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time pursuant to Section 11.7(b) of the Credit Agreement, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to Administrative Agent or such Lender hereunder and claims of every nature and description of Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which Administrative Agent or such Lender may have.

8.7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10. Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

8.12. Submission To Jurisdiction; Waivers. Each Grantor and the Administrative Agent hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13. Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) no Administrative Agent or Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14. Additional Grantors. Each Subsidiary of the Borrowers that is required to become a party to this Agreement pursuant to Section 7.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15. Releases. (a) At such time as the Loans and the other Obligations shall have been paid in full, the Commitments have been terminated, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrowers, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrowers shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrowers stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16. **WAIVER OF JURY TRIAL. EACH GRANTOR AND, BY ACCEPTANCE OF THE BENEFITS HEREOF, ADMINISTRATIVE AGENT AND EACH LENDER, HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

[END OF TEXT]

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

ZILA, INC.

By: Andrew A Stevens
Name: ANDREW A STEVENS
Title: VP and CFO

ZILA TECHNICAL, INC.

By: Grey V. Klinefelter
Name: Grey V. Klinefelter
Title: V.P.

ZILA BIOTECHNOLOGY, INC.

By: Grey V. Klinefelter
Name: Grey V. Klinefelter
Title: V.P.

ZILA NUTRACEUTICALS, INC.

By: Andrew A Stevens
Name: ANDREW A STEVENS
Title: VP and CFO

ZILA PHARMACEUTICALS, INC.

By: Andrew A Stevens
Name: ANDREW A STEVENS
Title: VP and CFO

ZILA SWAB TECHNOLOGIES, INC.

By: Goran U. Kimerle Her
Name: Goran U. Kimerle Her
Title: U.P.

Acknowledged and agreed:

**BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C., as Administrative Agent**

By: _____
Name:
Title:

ZILA PHARMACEUTICALS, INC.

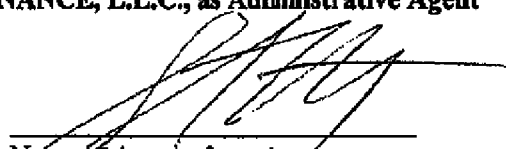
By: _____
Name:
Title:

ZILA SWAB TECHNOLOGIES, INC.

By: _____
Name:
Title:

Acknowledged and agreed:

**BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C., as Administrative Agent**

By: 
Name: *Stuart Armstrong*
Title: *President and Chief Executive Officer*

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

NOTICE ADDRESS

5227 N. 7th Street

Phoenix, AZ 85014

Schedule 2

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

<u>Pledgor</u>	<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate Number</u>	<u>Number of Shares</u>	<u>% Interest Pledged</u>
Zila, Inc.	Zila Nutraceuticals, Inc.	Common	001M	100	100%
Zila, Inc.	Zila Biotechnology, Inc.	Common	1	1,000	100%
Zila, Inc.	Zila Pharmaceuticals, Inc.	Common	2	1,000	100%
Zila, Inc.	Zila Swab Technologies, Inc.	Common	1	100	100%
Zila, Inc.	Zila Technical, Inc.	Common	1	1,000	100%
Zila, Inc.	Zila Limited	Common	1	2	100%

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
	NONE	

Schedule 3**FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS**

<u>Entity</u>	<u>Jurisdiction</u>	<u>Filing Office</u>
Zila, Inc.	Delaware	Secretary of State
Zila Nutraceuticals, Inc.	Arizona	Secretary of State
Zila Nutraceuticals, Inc.	Nevada	Secretary of State
Zila Biotechnology, Inc.	Arizona	Secretary of State
Zila Swab Technologies, Inc.	Arizona	Secretary of State
Zila Technical, Inc.	Arizona	Secretary of State

Schedule 4**JURISDICTION OF ORGANIZATION AND LOCATION OF CHIEF EXECUTIVE OFFICE**

<u>Grantor</u>	<u>Jurisdiction of Organization</u>	<u>Location of Chief Executive Office</u>
Zila, Inc.	Delaware	5227 N. 7 th Street Phoenix, AZ 85248
Zila Biotechnology, Inc.	Arizona	5227 N. 7 th Street Phoenix, AZ 85248
Zila Nutraceuticals, Inc.	Arizona	5227 N. 7 th Street Phoenix, AZ 85248
Zila Pharmaceuticals, Inc.	Nevada	5227 N. 7 th Street Phoenix, AZ 85248
Zila Swab Technologies, Inc.	Arizona	5227 N. 7 th Street Phoenix, AZ 85248
Zila Technical, Inc.	Arizona	5227 N. 7 th Street Phoenix, AZ 85248

Schedule 5

LOCATIONS OF INVENTORY AND EQUIPMENT

Zila, Inc.
5227 N. 7th Street
Maricopa County
Phoenix, AZ 85014

Zila Pharmaceuticals, Inc.
5227 N. 7th Street
Maricopa County
Phoenix, AZ

Zila Biotechnology, Inc.
5227 N. 7th Street
Maricopa County
Phoenix, AZ 85014

(Omnii Oral Pharmaceuticals)
1060 1st Avenue
Benton County
Gravette, Arkansas 72736

(Third Party Manufacturer & Warehouse)

Zila Technical, Inc.
3418 S. 48th St, Suites #5-11
3418 S. 48th St, Suite #2
Maricopa County
Phoenix, AZ 85040

(PPI)
3443 Tripp Court
San Diego County
San Diego, CA 92121
(Third Party Manufacturer)

Zila Nutraceuticals, Inc.
6735 Inter-Cal Way
Yavapai County
Prescott, AZ 86301

(Omnii Glow)
96 Windsor Street
Hampden County
West Springfield, MA 10869
(Third Party Manufacturer)

6750 Inter-Cal Way
Yavapai County
Suites C and D
Prescott, AZ 86301

Zila Swab Technologies, Inc.
712 Anita Street
Lake County
Antioch, IL 60002

Zila Limited
Fleet Laboratories Limited
94 Rickmansworth Road
Waterford, Hertfordshire UK WD18 7JJ

CPG Logistics
Parcham Reach
Gosport, Hants UK PO13 0FW

Schedule 6

INTELLECTUAL PROPERTY

I. Copyrights and Copyright Licenses:

NONE

Schedule 6

INTELLECTUAL PROPERTY

II. Patents and Patent Licenses:

Zila, Inc.

Country	Title	App/Serial No.	File Date	Patent No.	Issued Date	Expiration Date
USA	Apparatus for Endoscopic Examination of Body Cavity Using Chemiluminescent Light Source	07/660674	2/25/1991	5178838*	1/19/1993	2/25/2011
USA	Method for Endoscopic Examination of Body Cavity Using Chemiluminescent Light Source	991444	12/16/1992	5329938*	7/19/1994	12/16/2012
USA	Body Cavity Light Using Diffuse Light Source	570257	5/12/2000	6496718*	12/7/2002	5/12/2020
USA	Detection of Malignant Lesions of the Oral Cavity Utilizing Toluidine Blue Rinse			4321251**	3/23/82	

*Assignment to Zila Pharmaceuticals, Inc. not yet recorded

** Assigned to Zila from Mashberg; details to be determined

Zila Biotechnology, Inc.

Country	Title	App#/Serial No.	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
Australia	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	2778862	10/7/1992	10/31/1991	661,727	2/5/1998	10/7/2012
Canada	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	2,087,695	6/3/1993	10/7/1992	2,097,695	8/9/2000	10/7/2012
Europe	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	92921861.0	10/7/1992	10/31/1991	0665868	6/23/1999	10/7/2012
Japan	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	60843093		6/30/1993	3649880	4/30/2004	10/7/2012
Korea	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	70188893	6/30/1993		242727	11/12/1998	10/7/2012
PCT	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	PCT/US92/08722	10/7/1992	10/7/1992	WO 93/00847		
USA	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	09/067,506	6/7/1993	10/31/1991	5372801	12/13/1994	12/13/2011
Austria	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer					6/23/1999	10/7/2012
Belgium	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer					6/23/1999	10/7/2012
Denmark	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer					6/23/1999	10/7/2012
France	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer					6/23/1999	10/7/2012

TRADEMARK

REEL: 003280 FRAME: 0777

Germany	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	59229471.6	6/23/1999	10/7/2012
Great Britain	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer		6/23/1999	10/7/2012
Greece	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	3031233	6/23/1999	10/7/2012
Italy	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer		6/23/1999	10/7/2012
Luxembourg	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer		6/23/1999	10/7/2012
Netherlands	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer		6/23/1999	10/7/2012
Spain	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	92321861.6	6/23/1999	10/7/2012
Sweden	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	92321861.6	6/23/1999	10/7/2012
Switzerland	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer		6/23/1999	10/7/2012
Australia	Method and Kit for Epithelial Cancer Screening	686388	12/24/1998	1/14/2013
PCT	Method and Kit for Epithelial Cancer Screening		1/14/1993	1/14/1993
USA	Method and Kit for Epithelial Cancer Screening	6417003	7/8/2002	7/8/2019
Australia	Method and Kit for Epithelial Cancer Screening	725340	1/25/2001	1/14/2013
PCT	Video-graphic Method for Detecting Cancer	W/O 9572279	published 8/24/95	n/a
Australia	Video-graphic Method for Detecting Cancer	727400	12/14/2000	2/16/2014
Australia	Method and Pre-packaged Swabstick for Epithelial Cancer Screening	715753	6/25/2000	2/28/2016

TRADEMARK

REEL: 003280 FRAME: 0778

Europe	Prepackaged Swabstick for Epithelial Cancer Screening	96908546.2	2/29/1996	2/29/1996	EP0823852	5/6/2004	2/28/2016
Korea (South) PCT	Method and Prepackaged Swabstick for Epithelial Cancer Screening	1997-0707628			336217	4/29/2002	2/28/2016
Taiwan	Method and Prepackaged Swabstick for Epithelial Cancer Screening	PCT/US98/02734	2/29/1996		WO 97/31676	published 9/4/97	n/a
	Method and Prepackaged Swabstick for Epithelial Cancer Screening	80211321			545252	8/1/2003	8/1/2009
					Utility Model No. UM-207473		
Austria	Prepackaged Swabstick for Epithelial Cancer Screening						
Belgium	Prepackaged Swabstick for Epithelial Cancer Screening						
Denmark	Prepackaged Swabstick for Epithelial Cancer Screening						
France	Prepackaged Swabstick for Epithelial Cancer Screening						
Germany	Prepackaged Swabstick for Epithelial Cancer Screening						
Greece	Prepackaged Swabstick for Epithelial Cancer Screening						
Ireland	Prepackaged Swabstick for Epithelial Cancer Screening						
Italy	Prepackaged Swabstick for Epithelial Cancer Screening						
Luxembourg	Prepackaged Swabstick for Epithelial Cancer Screening						
Netherlands	Prepackaged Swabstick for Epithelial Cancer Screening						
Portugal	Prepackaged Swabstick for Epithelial Cancer Screening						
Spain	Prepackaged Swabstick for Epithelial Cancer Screening						
Sweden	Prepackaged Swabstick for Epithelial Cancer Screening						
Switzerland	Prepackaged Swabstick for Epithelial Cancer Screening						
United Kingdom	Prepackaged Swabstick for Epithelial Cancer Screening						

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REEL: 003280 FRAME: 0779

Australia	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	48,564,996	1/16/1996	1/16/1996	712732	2/24/2000	1/16/2016
Canada	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	2,214,829	9/8/1997	1/16/1996	2214829	5/14/2002	1/16/2016
Europe	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	9890484.3		1/16/1996	0814847	11/5/2003	1/16/2016
Korea	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	706393/97	9/12/1997	1/16/1996	342342	6/17/2002	1/16/2016
PCT	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	PCT/US96/00508	1/16/1996	1/16/1996	WO 97/26018	published 7/24/97	n/a
Russia	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	97117162	10/16/1997	1/16/1996	2175555	1/20/2002	1/16/2016
USA	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	081930,437	9/9/1997	1/16/1996	5882627	3/16/1998	1/16/2016
Austria	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	11/5/2003	1/16/2016
Belgium	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	11/5/2003	1/16/2016
Denmark	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	1/16/1996	1/16/2016
France	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	11/5/2003	1/16/2016
Germany	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	11/5/2003	1/16/2016
Greece	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions			1/16/1996	0814847	11/5/2003	1/16/2016

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REEL: 003280 FRAME: 0780

Ireland	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Italy	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Luxembourg	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Netherlands	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Portugal	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Spain	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Sweden	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
Switzerland	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
United Kingdom	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	1/16/1996	0814847	11/5/2003	1/16/2016
PCT	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	11/13/1997	WO 99/25388	published 5/27/99	n/a
South Africa	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	11/13/1997	98/2010	12/30/1998	3/10/2018
Taiwan	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	2/4/1998	NI-176075	4/11/2003	2/3/2016
Ukraine	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	12/10/1997	48869	9/16/2002	12/10/2017

TRADEMARK

REEL: 003280 FRAME: 0781

USA	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	09/308,780	5/20/1999	11/13/1997	6096852	7/11/2000	11/13/2017
USA	Process for Manufacture of In Vivo Stain Composition	09/110,788	7/6/1998	11/13/1997	6194573	2/27/2001	11/13/2017
Australia	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	89,466/98	10/21/1998	11/13/1997	757963	6/26/2003	10/21/2018
China	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	98124142.5	11/10/1998	11/13/1997	98124142.5	2/8/2006	11/10/2018
Korea	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	1998-48303	11/12/1998	11/13/1997	367968	10/10/2002	11/12/2018
Singapore	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	9804175-9	10/12/1998	11/13/1997	67571	1/25/2000	10/12/2018
Turkey	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	98/2285	11/11/1998	11/13/1997	TR 1988 02285 B	10/21/2003	11/11/2018
USA	Method for Detecting and Diagnosing Epithelial Cancer	09/282,555		2/16/1994	8458920	10/1/2002	2/16/2014
Australia	Methylene Blue Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	35,549,02	6/30/2000	8/30/2000	781042	8/18/2005	6/30/2020
PCT	Methylene Blue Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	PCT/US00/18161	6/30/2000	6/30/2000	WO 02/03048	published 1/10/02	n/a
PCT	Light Stabilized In Vivo Stain Composition and Method of Manufacture	PCT/US01/28905	8/28/2001	8/28/2001	WO 03/20323	published 3/13/03	n/a
China	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	00805853.9	1/31/2000	1/31/2000	228490	9/21/2005	1/31/2020
Eurasia/Russia	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	200101028		1/31/2000	3938	10/30/2003	1/31/2020
Europe	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	00915730.6		1/31/2000	EP1165087	9/7/2005	1/31/2020
PCT	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	PCT/US00/02602	1/31/2000	1/31/2000	WO 01/54698 A1	published 8/2/01	n/a
South Africa	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	2001/7818	9/21/2001	1/31/2000	2001/7818	11/27/2002	1/31/2020

TRADEMARK

REEL: 003280 FRAME: 0782

USA	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	09/937,632	1/22/2002	1/31/2000	6,830,743	12/14/2004	1/31/2020
Austria	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Belgium	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Cyprus	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Denmark	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Finland	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
France	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Germany	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	60022487.2	9/7/2005	1/31/2020
Great Britain	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Ireland	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Italy	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Luxembourg	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Morocco	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Netherlands	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Portugal	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Spain	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Sweden	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
Switzerland	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue			1/31/2000	1165087	9/7/2005	1/31/2020
PCT	Method for Detecting and Killing Epithelial Cancer Cells	PCT/US00/06387	2/28/2000	2/28/2000	WO 01/84110	published 9/7/01	n/a
USA	Method for Detecting and Killing Epithelial Cancer Cells	09/673,991	4/5/2001	2/28/2000	6,549,144	11/18/2003	2/28/2020

TRADEMARK

REEL: 003280 FRAME: 0783

New Zealand	Method for Detecting and Killing Epithelial Cancer Cells	515202	11/5/2001	2/27/2001	515202	9/8/2003	2/27/2021
PCT	Method for Detecting and Killing Epithelial Cancer Cells	PCT/US01/06318	2/27/2001	2/28/2000	WO 01/84255 A1	published 9/7/01	n/a
Russia	Method for Detecting and Killing Epithelial Cancer Cells	2001132076	11/28/2001	2/27/2001	2228404	4/10/2004	2/27/2021
New Zealand	Improved Diagnostic Method for Detecting Dysplastic Epithelial Tissue	517637		7/20/2000	517637	9/8/2003	7/20/2020
PCT	Improved Diagnostic Method for Detecting Dysplastic Epithelial Tissue	PCT/US00/230017		7/20/2000	WO 02/07693	published 1/31/02	n/a
USA	Improved Diagnostic Method for Detecting Dysplastic Epithelial Tissue	10069,838	11/4/2002	7/20/2000	6,967,015	11/22/2005	7/20/20; + 327 days
New Zealand	Rhodamine Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	617446		6/30/2000	617446	7/5/2004	6/30/2020
PCT	Rhodamine Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	PCT/US00/18126	6/30/2000	6/30/2000	WO 02/02149 A1	published 1/10/02	n/a
Singapore	Rhodamine Diagnostic Agent and Diagnostic Methods for Detection of Epithelial Cancer	200201194.8	6/30/2000	6/30/2000	87442	1/31/2005	6/30/2020
Australia	Method for Early Prediction of the Onset of Invasive Cancer	AU 200079871 B2		9/26/2000	776256	12/16/2004	9/26/2020
PCT	Method for Early Prediction of the Onset of Invasive Cancer	PCT/US00/28551	9/26/2000	9/26/2000	WO 02/26286	published 4/4/02	n/a
PCT	Method for Cleaning and Sterilizing Dental and Medical Instruments	PCT/US00/29163	10/20/2000	11/13/1997	WO 01/59494 A1		n/a
USA	Process for Manufacture of In Vivo Stain Composition	09/769,908	1/11/2001		6372904	4/16/2002	11/13/2017
PCT	Stain-Directed Molecular Analysis for Cancer Prognosis and Diagnosis	PCT/US02/32067	10/5/2002	12/14/2001	WO 03/072626	published 9/4/03	n/a
PCT	Light-Directed Molecular Analysis for Cancer Prognosis and Diagnosis	PCT/US02/32073	10/5/2002	12/14/2001	WO 03/067918	published 7/17/03	n/a
PCT	Toluidine Blue O Drug Substance and Use Thereof for In Vivo Staining and Chemotherapeutic Treatment of Dysplastic Tissues	PCT/US02/17720	6/4/2002	6/4/2002	WO 03/103569	12/18/2003	n/a

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Zila Biotechnology, Inc.

Country	Title	App/Serial No.	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
USA	Biological Stain Composition, Method of Preparation and Use for Delineation of Epithelial Cancer	08/067,506	8/7/1993	10/31/1991	5372801	12/13/1994	12/13/2011
USA	Method and Kit for Epithelial Cancer Screening	07/978,670	9/13/1994	1/14/1993	6417003	7/9/2002	7/9/2019
USA	Methods and Compositions for In Vivo Detection of Oral Cancers and Precancerous Conditions	08/930,437	9/3/1997	1/16/1996	5882627	3/16/1999	1/16/2016
USA	In Vivo Stain Composition, Process of Manufacture and Methods of Use to Identify Dysplastic Tissue	09/308,760	6/20/1999	11/13/1997	6086852	7/11/2000	11/13/2017
USA	Process for Manufacture of In Vivo Stain Composition	09/110,788	7/6/1998	11/13/1997	6194573	2/27/2001	11/13/2017
USA	Method for Detecting and Diagnosing Epithelial Cancer	08/262,555	1/22/2002	2/16/1994	6459920	10/1/2002	2/16/2014
USA	In Vivo Stain Compounds and Methods of Use to Identify Dysplastic Tissue	09/937,632	1/22/2002	1/31/2000	6830743	12/14/2004	1/31/2020
USA	Method for Detecting and Killing Epithelial Cancer Cells	09/673,991	4/5/2001	2/28/2000	6649144	11/18/2003	2/28/2020
USA	Improved Diagnostic Method for Detecting Dysplastic Epithelial Tissue	10/069,836	11/4/2002	7/20/2000	6967015	11/22/2005	7/20/20; + 327 days
USA	Process for Manufacture of In Vivo Stain Composition	09/759,808	1/11/2001	11/13/1997	6372904	4/16/2002	11/13/2017
USA	Light Stabilized In Vivo Stain Composition and Method of Manufacture	10/467,329	3/2/2004	8/28/2001	Pending		
USA	Method for Detecting and Killing Epithelial Cancer Cells	10/019,494	3/8/2002	2/27/2001	Pending		
USA	Stain-Directed Molecular Analysis for Cancer Prognosis and Diagnosis	10/464,420		12/14/2001	Pending		
USA	Light-Directed Molecular Analysis for Cancer Prognosis and Diagnosis	10/464,409		12/14/2001	Pending		

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Zila Nutraceuticals, Inc.

Country	Title	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
Canada	Compositions and Methods for Administering Vitamin C	4/8/1988	4/8/1988	1328808	4/26/1994	4/26/2011
USA	Compositions and Methods for Administering Vitamin C	4/10/1987	4/10/1987	4822816	4/18/1989	4/10/2007
USA	Compositions and Methods for Administering Therapeutically Active Compounds	9/18/1988	4/10/1987	4968716	1/16/1990	4/10/2007
Canada	Compositions and Methods for Administering Therapeutically Active Compounds	9/18/1989	4/17/1989	1341434	7/8/2003	7/8/2020
Australia	Compositions and Methods for Administering Therapeutically Active Compounds	9/15/1989	9/15/1989	621672	7/13/1992	9/15/2009
Europe	Compositions and Methods for Administering Therapeutically Active Compounds	9/15/1989	9/15/1989	EP 0 417 209 B1	12/10/1997	9/15/2009
Finland	Compositions and Methods for Administering Therapeutically Active Compounds	5/18/1990	9/15/1989	97850	3/25/1997	9/15/2009
Hungary	Compositions and Methods for Administering Therapeutically Active Compounds	9/14/1990	9/15/1989	211 459	6/27/1997	9/15/2009
Japan	Compositions and Methods for Administering Therapeutically Active Compounds	9/16/1989	9/15/1989	2973365	9/21/1999	9/15/2009
Korea	Compositions and Methods for Administering Therapeutically Active Compounds	4/24/1990	9/15/1989	74180	1/5/1994	9/15/2009
New Zealand	Compositions and Methods for Administering Therapeutically Active Compounds	9/19/1989	9/15/1989	230700	11/20/1992	9/19/2009
Norway	Compositions and Methods for Administering Therapeutically Active Compounds	5/14/1990	9/15/1989	179056	1/17/1998	9/15/2009
PCT	Compositions and Methods for Administering Therapeutically Active Compounds	9/15/1989	9/15/1989	WO 90/03167	published 4/5/90	n/a
Poland	Compositions and Methods for Administering Therapeutically Active Compounds	9/14/1990	9/15/1989	165416	5/5/1994	5/5/2014
Serbia/Montenegro (formerly Yugoslavia)	Compositions and Methods for Administering Therapeutically Active Compounds	9/15/1990	9/15/1989	47746	6/6/1995	6/15/2010
South Africa	Compositions and Methods for Administering Therapeutically Active Compounds	6/11/1990	9/15/1989	90/4494	3/27/1991	6/11/2010
Spain	Compositions and Methods for Administering Therapeutically Active Compounds	10/4/1990	9/15/1989	ES 2 026 546	5/20/1992	10/4/2010

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USA	Compositions and Methods for Administering Therapeutically Active Compounds	4/8/1990	4/10/1997	5070085	12/3/1991	4/10/2007
USSR	Compositions and Methods for Administering Therapeutically Active Compounds	5/12/1990	9/15/1999	2058410	5/10/1996	9/15/2009
Norway	Compositions and Methods for Administering Therapeutically Active Compounds	12/21/1994	9/15/1999	311219	10/29/2001	9/15/2009
Austria	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	AT E 160 939 T1	7/27/1998	9/15/2009
Belgium	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209		9/15/2009
Denmark	Compositions and Methods for Administering Therapeutically Active Compounds	5/18/1990	9/15/1999	175783	2/21/2006	9/15/2009
France	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209	12/10/1997	9/15/2009
Germany	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	69928498.B	12/10/1997	9/15/2009
Italy	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	49727BE9	5/19/1997	9/15/2009
Luxembourg	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999		12/10/1997	9/15/2009
Netherlands	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209	12/10/1997	9/15/2009
Sweden	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209	12/10/1997	9/15/2009
Switzerland	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209	12/10/1997	9/15/2009
United Kingdom	Compositions and Methods for Administering Therapeutically Active Compounds		9/15/1999	417209	12/10/1997	9/15/2009
Australia	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	2/5/1999	2/5/1999	744594	6/13/2002	2/5/2019
New Zealand	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use		2/5/1999	336188	7/6/2000	2/5/2019
PCT	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	2/5/1999	2/6/1998	WO 99/39680	published 8/12/99	n/a
Singapore	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use		2/5/1999	68119	8/28/2002	2/5/2019

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Taiwan	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	4/15/1999	4/15/1999	1227138	2/1/2005	4/14/2019
Turkey	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	2/5/1999	2/5/1999	TR 1999 02482	5/23/2005	2/5/2019
USA	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	6/15/1999	2/5/1999	6197813	3/6/2001	2/5/2019
China	Methods and Compositions for Selective Cancer Chemotherapy	8/30/1999	8/30/1999	ZL 99 B 13918.1	9/8/2004	8/30/2019
New Zealand	Methods and Compositions for Selective Cancer Chemotherapy	8/30/1999	8/30/1999	611396	12/8/2003	8/30/2019
PCT	Methods and Compositions for Selective Cancer Chemotherapy	8/30/1999	8/30/1999	WO 01/16692		n/a
USA	Methods and Compositions for Potentiating Cancer Chemotherapeutic Agents	9/1/2000	9/1/2000	6469880	10/22/2002	9/1/2020
PCT	Methods and Compositions for Potentiating Cancer Chemotherapeutic Agents	8/24/2001	9/1/2000	WO 02/20023	published 3/14/02	n/a
PCT	Methods for the Amelioration of Environmental Oxidant Stress and the Regulation of Beneficial Genes	8/13/2003	8/13/2003	WO 2005/018633	published 3/3/05	n/a
PCT	Vitamin C Composition	6/26/2001	6/26/2001	WO 03/002113	published 1/8/2003	n/a
USA	Vitamin C Composition	6/27/2003	6/26/2001	6,878,744	4/12/2005	6/26/2021

Zila Nutraceuticals, Inc.

Country	Title	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
USA	Compositions and Methods for Administering Vitamin C	4/10/1987	4/10/1987	4822818	4/18/1989	4/10/2007
USA	Compositions and Methods for Administering Therapeutically Active Compounds	9/18/1988	4/10/1987	4968716	11/6/1990	4/10/2007
USA	Compositions and Methods for Administering Therapeutically Active Compounds	4/6/1990	4/10/1987	5070085	12/3/1991	4/10/2007
USA	Stable Liquid Mineral Ascorbate Compositions and Methods of Manufacture and Use	6/15/1999	2/5/1999	6197813	3/6/2001	2/5/2019
USA	Methods and Compositions for Potentiating Cancer Chemotherapeutic Agents	9/1/2000	9/1/2000	6468980	10/22/2002	9/1/2020
USA	Vitamin C Composition	6/27/2003	6/26/2001	6878744	4/12/2005	6/26/2021

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Zila Pharmaceuticals, Inc.

NONE

Zila Swab Technologies, Inc.

Country	Title	App/Serial No.	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
PCT	Dry Handle Swab Assembly	PCT/US01/44653	11/27/2001	5/24/2001	WO	published	n/a
USA	Dry Handle Swab Assembly	09/866,302	5/24/2001	5/24/2001	6408461	6/18/2002	5/24/2021
USA	Dry Handle Swab Assembly and Unit	230,511	8/10/1998	8/10/1998	4982204	8/28/1999	8/10/2008
USA	Disposable Dry-Handle Meacara Applicator Assembly	904,803	9/29/1997	9/29/1997	5826600	10/27/1998	9/29/2017

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Zila Swab Technologies, Inc.

Country	Title	App/Serial No.	File Date	Priority Date	Patent No.	Issued Date	Expiration Date
USA	Dry Handle Swab Assembly	09/866,302	5/24/2001	5/24/2001	6406451*	6/18/2002	5/24/2021
USA	Dry Handle Swab Assembly and Unit	230,511	8/10/1998	8/10/1988	4952204*	8/28/1990	8/10/2008
USA	Disposable Dry-Handle Mascara Applicator Assembly	904,803	9/29/1997	9/29/1987	5826600*	10/27/1998	9/29/2017

*Owned by Zila, Inc. -- assignment to Zila Swab Technologies, Inc., in process

Schedule 6

INTELLECTUAL PROPERTY

III. Trademarks and Trademark Licenses:

Zila, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
Australia	ZILA	5	11/4/1994	644842	6/3/1996	11/4/2014
Austria	ZILA	5	11/3/1994	156.769	2/15/1995	2/5/2015
Benelux	ZILA	5	11/7/1994	563765	9/1/1995	11/7/2014
Canada	ZILA	1	8/31/1989	TMA387461	8/8/1991	8/8/2006
Denmark	ZILA	5	4/1/1996	VR 2002 02123	6/14/2002	6/14/2012
Finland	ZILA	5	4/1/1996	224942	8/30/2002	8/30/2012
France	ZILA	5	-	94/554.771	11/18/1994	11/18/2014
Ireland	ZILA	5	-	16 83 17	11/7/1994	11/9/2011
Spain	ZILA	5	1/19/2005	2631876	8/13/2005	1/19/2015
Switzerland	ZILA	5	11/4/1994	427836	11/4/1994	11/4/2014
UK	ZILA	5	11/4/1994	2001980	3/8/1996	11/4/2014
USA	ZILA	5	7/17/1989	1607112	7/24/1990	7/24/2010
China	ZILVA	5	1/18/2002	3072852	11/28/2003	11/28/2013
Singapore	ZILVA	5	12/4/2001	T01/18698F	11/1/2001 based on USA	11/1/2011
Taiwan	ZILVA	5	11/28/2001	1014337	9/16/2002	9/16/2012

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Zila Biotechnology, Inc.

Country	Mark	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
Australia	ORASCREEN	3/30/1995	A-657,157	3/30/1995	3/30/2015
Canada	ORASCREEN	8/17/1985	TMA493912	5/5/1988	5/5/2013
Ireland	ORASCREEN	5/9/1985	171942	2/17/1985	2/17/2012
Japan	ORASCREEN	5/11/1985	3335396	7/25/1987	7/25/2007
New Zealand	ORASCREEN	12/18/1997	286241	2/17/1995	12/18/2014
Canada	ORATEST	4/3/1986	TMA495089	5/22/1988	5/22/2013
ECT	ORATEST	4/1/1986	205187	6/18/1988	4/1/2008
Israel	ORATEST	7/30/1988	121440	8/4/1988	7/30/2019
Japan	ORATEST	5/8/1986	4246513	3/5/1989	3/5/2009
Norway	ORATEST	4/22/1989	200088	10/29/1999	10/29/2008
South Africa	ORATEST	4/1/1988	98/05527	4/1/1988	4/1/2008
Switzerland	ORATEST	4/22/1999	465304	2/26/2000	2/26/2010
Taiwan	ORATEST	5/6/1997	820585	10/16/1998	10/15/2008
USA	ORATEST	2/17/1985	2186089	6/16/1988	6/16/2008

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Zila Nutraceuticals, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
USA	ZILA Stylized	1	8/28/2004	3,013,304	11/8/2005	11/8/2015
USA	Arch Design	3,5	1/21/2005	3,054,380	1/31/2008	1/31/2016
USA	BODY-READY	5	1/29/1998	2088509	8/5/1987	8/5/2007
Argentina	C-FLEX	5	9/21/1993	1,522,180	5/31/1994	5/31/2014
Brazil	C-FLEX	5	8/31/1993	81868870	12/4/2001	12/4/2011
UK	C-FLEX	5	5/10/1990	1424715	11/17/1989	11/17/2006
USA	C-FLEX	5	11/17/1989	1606005	7/3/1990	7/3/2010
Taiwan	EC Design & ESTER-C	5	12/24/1994	703981	1/16/1998	6/30/2014
Australia	EC Stylized	5	3/22/1993	9288600	12/11/1985	3/22/2010
Austria	EC Stylized	5	7/31/1992	144,880	11/17/1982	11/30/2012
Benelux	EC Stylized	5	3/24/1993	528290	3/24/1993	3/24/2013
Brunei	EC Stylized	5	7/12/1993	20,237	12/7/1985	7/12/2014
Canada	EC Stylized	5	5/27/1993	444562	8/30/1995	8/30/2010
Chile	EC Stylized	5	3/27/1996	508,881	3/31/1998	3/31/2008
China	EC Stylized	5	1/5/1996	1032542	6/21/1997	6/20/2007
China	EC Stylized	5		644255	6/7/1993	6/8/2013
Colombia	EC Stylized	5	9/29/1993	224153	1/24/2000	1/24/2010
Denmark	EC Stylized	5	3/24/1993	VR 1993 04772	7/2/1993	7/2/2013
Egypt	EC Stylized	5	11/20/1997	111156	9/11/2001	11/19/2007
Finland	EC Stylized	5	6/15/1994	137043	3/20/1995	3/20/2015
France	EC Stylized	5	4/29/1993	93,468288	4/29/1993	4/29/2013
Germany	EC Stylized	5	3/18/1993	2087435	6/13/1994	3/18/2013
Hong Kong	EC Stylized	5	1/30/1992	1994B00570	1/30/1992	1/30/2013
Indonesia	EC Stylized	5	8/20/1992	319495	12/19/1994	8/20/2012
Ireland	EC Stylized	5	6/15/1994	B161579	6/15/1994	6/14/2011
Israel	EC Stylized	5	7/28/2003	165934	7/28/2003	7/28/2013
Japan	EC Stylized	1	6/26/1989	2418184	5/29/1992	5/29/2012
Korea (South)	EC Stylized	5	11/7/1981	251366	10/8/1982	10/8/2012
Lebanon	EC Stylized	5	3/19/1993	60239	3/19/1993	3/19/2008
Malaysia	EC Stylized	5	8/15/1993	9304140(B)	6/15/1993	6/15/2010
Mexico	EC Stylized	5	7/16/1999	649246	3/3/2000	7/16/2009

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New Zealand	EC Stylized	5	3/22/1993	B225764	3/22/1993	3/22/2014
Norway	EC Stylized	5	3/28/1993	163987	8/4/1994	8/4/2014
Peru	EC Stylized	5	9/28/1992	101456	3/5/1993	3/5/2013
Poland	EC Stylized	5	6/26/1997	119450	11/17/2000	6/26/2007
Portugal	EC Stylized	5	3/14/1996	315980	11/6/1996	11/6/2006
Russia	EC Stylized	5	8/5/1993	125695	5/10/1995	8/5/2013
Singapore	EC Stylized	5	7/9/1993	T93/05167E	7/9/1993	7/9/2013
Spain	EC Stylized	5	7/5/1994	1912211	7/5/1995	7/5/2014
Sweden	EC Stylized	5	10/18/1991	239 775	9/4/1992	9/4/2012
Switzerland	EC Stylized	5	3/22/1993	407623	3/22/1993	3/22/2013
Taiwan	EC Stylized	1	7/15/1993	646583	7/1/1994	6/30/2014
Turkey	EC Stylized	5	7/14/1993	148248	7/14/1993	7/14/2013
Ukraine	EC Stylized	5	1/18/1994	10727	10/30/1996	1/18/2014
USA	EC Stylized	5	4/4/1989	1,577,263	1/18/1990	1/16/2010
Venezuela	EC Stylized	5	10/14/1993		12/7/2001	12/7/2011
Norway	ESTER	5	6/2/1995	173056	5/9/1996	5/9/2006
Sweden	ESTER	5	8/9/1995	309 495	3/1/1996	3/1/2016
Canada	ESTER AGES	5	7/17/1985	TMA469,546	1/23/1997	1/23/2012
Egypt	ESTER AGES	6	11/20/1987	111157	9/11/2001	11/19/2007
Australia	ESTER C	5	7/13/1988	B491093	7/1/1994	7/13/2009
Denmark	ESTER C	5	3/23/1995	VR 1985 03486	6/2/1995	6/5/2015
Lebanon	ESTER C	5	3/19/1993	60238	3/19/1993	3/19/2008
Peru	ESTER C	5	11/10/1992	101764	3/5/1993	3/5/2013
Mexico	ESTER C	5	8/9/1992	419967	8/8/1992	6/9/2012
Norway	ESTER C	5	3/24/1995	173044	5/9/1996	5/9/2006
Sweden	ESTER C	5	2/1/1990	237 871	7/17/1992	7/17/2012
Denmark	ESTER C & Shaded Sunburst	5	9/13/2001	VR 2001 04079	10/4/2001	10/4/2011
South Africa	Ester C & Shaded Sunburst	5	7/19/1988	88/5994	7/19/1988	7/19/2008
Sweden	Ester C & Shaded Sunburst	5	4/24/1990	248 812	5/7/1993	5/7/2013
Denmark	ESTER C & Sunburst/Orange	5	4/3/1987	VR 01,412 1987	4/3/1987	4/3/2007
Finland	Ester C & Sunburst/Orange	5	10/8/1985	98685	10/20/1987	10/20/2007
Ireland	Ester C & Sunburst/Orange	5	-	119286	9/10/1985	9/9/2006
Norway	Ester C & Sunburst/Orange	5	10/3/1985	126212	8/21/1986	8/21/2006
UK	ESTER C & Sunburst/Orange	5	10/4/1985	B1251544	9/10/1995	9/10/2006
Australia	ESTER C Device	5	11/16/1987	B476528	9/17/1992	11/16/2008

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Country	Product	Class	Appl. No.	Pub. No.	Pub. Date	Reg. No.	Reg. Date
Germany	Ester C-Vitamin & Plain Sumburst	5	3/9/1990	1176610	5/23/1991		3/9/2010
Israel	Ester Kids & Design	6	7/15/2002	156231	7/15/2002		7/15/2012
Argentina	ESTER-C	5	9/21/1993	1,598,083	5/3/1998		5/3/2006
Austria	ESTER-C	5	2/2/1993	174 069	2/13/1998		2/13/2008
Benelux	ESTER-C	5	2/23/1990	0478956	2/23/1990		2/23/2010
Brazil	ESTER-C	5	8/31/1993	817450408	12/5/1995		12/5/2015
Brunel	ESTER-C	5	7/12/1993	19,438	7/12/1993		7/12/2014
Canada	ESTER-C	5	5/3/1993	432792	9/2/1994		9/2/2009
Colombia	ESTER-C	5	9/28/1993	160132	4/22/1994		4/22/2014
Egypt	ESTER-C	5	11/20/1997	111158	12/24/2002		11/20/2007
Finland	ESTER-C	5	5/17/1996	207818	10/15/1997		10/15/2007
France	ESTER-C	5	3/2/1990	1 732 569	3/2/1990		3/2/2010
Germany	ESTER-C	5	3/15/1998	396 12 574	8/27/1998		3/15/2006
Greece	ESTER-C	5	3/28/1998	128857	9/17/1998		3/28/2006
Hong Kong	ESTER-C	5	10/5/1999	13682/2001	10/5/1999		10/5/2006
Hong Kong	ESTER-C	5	9/22/1995	2000B05283	9/29/1995		9/29/2016
India	ESTER-C	5	7/7/1993	601091	7/7/1993		7/7/2007
Indonesia	ESTER-C	5	8/2/1999	467696	2/28/2001		8/2/2009
Indonesia	ESTER-C	5	5/8/2003	IDM000007378	5/14/2004		5/8/2013
Ireland	ESTER-C	5	3/14/1998	174377	3/14/1998		3/14/2013
Israel	ESTER-C	5	7/28/2003	165993	4/5/2005		7/28/2013
Italy	ESTER-C	5	6/17/1994	686858	6/17/1994		6/17/2014
Japan	ESTER-C	5	10/31/2001	4915114	12/16/2005		12/16/2015
Korea (South)	ESTER-C	10	6/22/1996	397703	3/2/1998		3/2/2008
Lebanon	ESTER-C	5	3/19/1993	60237	3/19/1993		3/19/2008
Malaysia	ESTER-C	5	6/18/1993	9304250	6/18/1993		6/18/2010
New Zealand	ESTER-C	5	3/22/1993	225763	3/22/1993		3/22/2014
Panama	ESTER-C	5	12/13/1993	68845	7/24/1995		7/24/2015
Philippines	ESTER-C	5	6/15/1993	61 148	6/29/1995		6/29/2010
Poland	ESTER-C	5	6/26/1997	119461	11/17/2000		8/26/2007
Russia	ESTER-C	5	8/5/1993	124849	5/30/1995		8/5/2013
Singapore	ESTER-C	5	7/9/1993	T93051651	7/9/1993		7/9/2013
Spain	ESTER-C	5	6/10/1994	1908045	5/5/1995		6/10/2014
Sweden	ESTER-C	3	8/21/1995	323 185	5/2/1997		5/2/2007
Thailand	ESTER-C	5	8/20/1996	Kor79372	10/7/1998		8/18/2006

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REEL: 003280 FRAME: 0797

Turkey	ESTER-C	6	7/14/1993	146231	7/14/1993	7/14/2013
UK	ESTER-C	5	3/14/1996	2061054	3/14/1996	3/14/2016
Ukraine	ESTER-C	5	1/19/1994	10726	10/30/1996	1/19/2014
USA	ESTER-C	5	1/23/1989	1598104	5/29/1990	5/29/2010
USA	ESTER-C	3	9/20/1990	1,742,066	12/22/1992	12/22/2012
USA	ESTER-C	5	1/20/1984	1354735	8/13/1985	8/13/2015
Venezuela	ESTER-C	5	10/14/1993	1879793	10/10/1995	10/10/2015
Vietnam	ESTER-C	5	6/15/2004	66523	9/13/2005	6/15/2014
USA	ESTER-C & arc	5,3	10/27/2003	2,977,776	7/26/2005	7/26/2015
Denmark	ESTER-C & Spiked Sunburst	5	9/13/2001	VR 2001 04077	10/4/2001	10/4/2011
Finland	ESTER-C & Spiked Sunburst	5	5/3/2000	220366	2/28/2001	2/28/2011
Norway	ESTER-C & Spiked Sunburst	5	4/28/2000	206221	12/14/2000	12/14/2010
Switzerland	ESTER-C & Spiked Sunburst	5	5/22/1997	470902	3/15/2000	3/15/2010
UK	Ester-C & Spiked Sunburst	5	5/2/2000	2231171	5/2/2000	5/2/2010
USA	ESTER-C BOOST	5	5/18/2000	2,528,608	1/6/2002	1/6/2012
Indonesia	ESTERCIMIN	5	9/27/1999	484761	9/27/1999	9/27/2009
Singapore	ESTERCIMIN	5	4/20/2002	T02052102	4/20/2002	4/20/2012
Australia	ESTER-E	5	5/5/2003	952736	5/5/2003	5/5/2013
Chile	ESTER-E	5	5/13/2003	661,727	12/24/2003	12/24/2013
Hong Kong	ESTER-E	5	5/6/2003	300014426	10/17/2003	5/6/2013
Korea (South)	ESTER-E	5	5/9/2003	597580	10/29/2004	10/29/2014
Mexico	ESTER-E	5	5/9/2003	805360	5/9/2003	5/9/2013
New Zealand	ESTER-E	5	5/5/2003	678405	11/18/2002	11/18/2009
Norway	ESTER-E	5	5/6/2003	221536	10/30/2003	10/30/2013
Panama	ESTER-E	5	5/16/2003	127178	5/16/2003	5/16/2013
Peru	ESTER-E	5	5/9/2003	92086	10/8/2003	10/8/2013
Russia	ESTER-E	5	5/6/2003	279287	11/29/2004	5/6/2013
Singapore	ESTER-E	5	5/17/2003	T0307202C	11/18/2002	11/18/2012
Thailand	ESTER-E	5	5/7/2003	Kor195273	4/16/2004	5/6/2013
Ukraine	ESTER-E	5	8/7/2003	49898	5/18/2005	8/7/2013
USA	ESTER-E	5	11/18/2002	2,884,890	9/14/2004	9/14/2014
USA	Esterol	5	7/3/1990	1,674,755	2/11/1992	2/11/2012
USA	Esterols-C	5	8/16/2002	2,872,619	8/10/2004	8/10/2014
USA	Esterols-C Plus	5	1/15/2004	3,055,086	1/31/2006	1/31/2016
Argentina	INTERCAL	5	9/21/1993	1,626,410	2/12/1997	2/12/2007
Colombia	INTERCAL	5	9/29/1993	221324	7/27/1999	7/27/2009

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REEL: 003280 FRAME: 0798

Venezuela	INTERCAL	5	10/14/1993	16796/63	1/8/1998	1/8/2008
Australia	INTERCAL-C	5	8/14/1996	715052	7/17/1998	8/14/2006
Chile	INTERCAL-C	5	6/20/1996	484,193	4/11/1997	4/11/2007
USA	OXYCAL	5	4/7/1977	1081497	1/10/1978	1/10/2008
USA	PALMETTX	5	12/14/1998	2486154	9/4/2001	9/4/2011
USA	The First to Last	3	10/8/1998	2289046	10/28/1999	10/28/2009
USA	The Heartbeat of Vitamin C	5	8/18/1988	1538888	5/16/1989	5/16/2009
USA	The Intelligent Use of Nature	5	12/14/1999	2559722	4/8/2002	4/8/2012

Zila Nutraceuticals, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
USA	ZILA Stylized	1	8/26/2004	3013304	1/18/2005	1/18/2015
USA	Arch Design	3,5	1/21/2005	3054390	1/31/2008	1/31/2016
USA	BODY-READY	5	1/29/1996	2086509	8/5/1997	8/5/2007
USA	C-FLEX	5	11/17/1989	1608005	7/31/90	7/31/2010
USA	EC Stylized	5	4/4/1989	1577263	1/18/1990	1/18/2010
USA	ESTER-C	5	1/23/1989	1598104	5/29/1990	5/29/2010
USA	ESTER-C	3	9/20/1990	1742068	12/22/1992	12/22/2012
USA	ESTER-C	5	1/20/1984	1354735	8/13/1985	8/13/2015
USA	ESTER-C & arc	5,3	10/27/2003	2977776	7/26/2005	7/26/2015
USA	ESTER-C BOOST	5	5/18/2000	2528608	1/8/2002	1/8/2012
USA	ESTER-E	5	11/18/2002	2894890	9/14/2004	9/14/2014
USA	Esterol	5	7/3/1990	1674755	2/11/1992	2/11/2012
USA	Esterola-C	5	8/16/2002	2872619	8/10/2004	8/10/2014
USA	Esterola-C Plus	5	1/15/2004	3056086	1/31/2006	1/31/2016
USA	OXYCAL	5	4/7/1977	1081497	1/10/1978	1/10/2008
USA	PALMETTX	5	12/14/1999	2486154	9/4/2001	9/4/2011
USA	The First to Last	3	10/6/1998	2289046	10/26/1999	10/26/2009
USA	The Heartbeat of Vitamin C	5	8/18/1988	1538868	5/16/1989	5/16/2009
USA	The Intelligent Use of Nature	5	12/14/1999	2559722	4/9/2002	4/9/2012
USA	ESTER-KIDS	5	76/606,051	Allowed		
USA	ESTER	3,5	78/691,057	Pending		
USA	ESTER Stylized	3,5	78/691,062	Pending		
USA	ESTER-CRAN	5	78/624,580	Pending		
USA	ESTER-O	5	78/691,047	Pending		
USA	ESTER-OMEGA	5	78/691,058	Pending		

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Zila Pharmaceuticals, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
Australia	DERMAFLEX	5	8/11/1994	637554	10/3/1996	8/11/2014
UK	DERMAFLEX	5	8/11/1994	B1581514	11/24/1995	2/28/2011
Austria	PERIDEX	5	6/2/1986	114151	10/10/1986	6/2/2006
Brazil	PERIDEX	5	11/16/1960	336561	9/2/1966	9/2/2006
Canada	PERIDEX	1	3/12/1984	TMA308763	12/27/1985	12/27/2015
Honduras	PERIDEX	5		11487	7/30/1983	7/30/2013
Mexico	PERIDEX	5	7/28/1991	406771	7/28/1991	7/28/2011
USA	PERIDEX	5	3/12/1984	1330473	4/18/1985	4/18/2015
Venezuela	PERIDEX	6	10/8/1980	41386	5/24/1982	5/24/2007
USA	PRO-SWAB	5	2/26/2001	2670004	12/31/2002	12/31/2012
Canada	PRO-TIES	1	2/19/2001	604,588	3/9/2004	3/9/2019
USA	PRO-TIES	10	8/22/2000	2566135	4/30/2002	4/30/2012
USA	PRO-TIES (word/design)	10	12/4/2000	2596108	7/23/2002	7/23/2012
Japan	VISILIGHT	10		2840131	3/30/1994	3/31/2014
China	VIZILITE	10	4/6/2002	3139547	6/7/2003	6/6/2013
Europe	VIZILITE	10	1/10/2002	2535821	6/12/2003	1/10/2012
Hong Kong	VIZILITE	10	4/6/2002	141872002	10/9/2001	10/9/2006
Japan	VIZILITE	10	4/6/2002	4,736,842	12/26/2003	12/26/2013
Korea (South)	VIZILITE	10	4/6/2002	566150	8/12/2003	8/12/2013
Taiwan	VIZILITE	10	2/22/2002	1026311	12/31/2002	12/31/2012
USA	VIZILITE	10	10/9/2001	2670202	12/31/2002	12/31/2012
USA	Vizilite Stylized w/Sunburst	5,10	1/10/2005	3,062,943	2/28/2006	2/28/2016

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Zila Pharmaceuticals, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
USA	PERIDEX	5	3/12/1984	1330473	4/16/1985	4/16/2015
USA	PRO-SWAB	5	2/26/2001	2670004	12/31/2002	12/31/2012
USA	PRO-TIES	10	8/22/2000	2566135	4/30/2002	4/30/2012
USA	PRO-TIES (word/design)	10	12/4/2000	2598108	7/23/2002	7/23/2012
USA	VIZILITE	10	10/9/2001	2670202	12/31/2002	12/31/2012
USA	Vizilite Stylized w/Sunburst	5,10	1/10/2005	3,062,943	2/28/2006	2/28/2016
USA	Better Screening Saves Lives	5,10	78/735,251	Pending		
USA	LUMENOSCOPY	44	76/606,050	Allowed		
USA	ORALITE	5,10	78/691,545	Pending		
USA	ORAMARK	5,10	78/681,978	Pending		
USA	T-BLUE	10	78/604,255	Pending		
USA	T-BLUE 630 Stylized	10	78/728,411	Pending		
USA	T-BLUE Stylized	10	78/728,409	Pending		
USA	VIZILITE - because better screening saves lives	5,10	78/544,822	Allowed		
USA	VIZIMARK	10	78/604,082	Pending		
USA	VIZITEST	10	78/691,542	Pending		
USA	ZTBlue	10	78/652,008	Pending		
USA	ZTC	5	78/711,093	Pending		

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Zila Swab Technologies, Inc.

Country	Mark	Class	File Date	Registration No.	Issue or Priority Date	Next Renewal Date
USA	GMP	10	9/20/2002	2,833,791	4/20/2004	4/20/2014
USA	INNOVATIVE	5	2/12/2001	2580234	6/11/2002	6/11/2012
USA	INNOVATIVE SWAB TECHNOLOGIES Stylized	3,5		Pending		

Schedule 7**CONTRACTS**Zila, Inc.

Douglas D. Burkett, Ph.D.	Employment Agreement
Wells Fargo Credit Agreement	Credit Agreement
Calwest Industrial Holdings, LLC	Lease (48th Street)
Phoenix 7, LLC	Lease (Headquarters Building)

Zila Nutraceuticals, Inc.

Asahi Godo Incorporated	Distributor & Manufacturer Agreement
Naturkost S. Rui, A.S.	Distributor Agreement
Vital Health Sciences Limited	License Agreement
Perrigo Company of South Carolina, Inc.	Non-Exclusive Worldwide License & Purchase Agreement
Helm New York, Inc.	Purchase Agreement
DSM Nutritional Products, Inc.	Supply Agreement
B&D Nutritional Ingredients, Inc.	Supply Agreement
WaySouth, L.L.C.	Lease (Prescott facility)

Zila Biotechnology, Inc.

BRT Laboratories, Inc.	Agreement
Biotec Distribution Wales Ltd.	Clinical Supplies Proposal
Quintiles, Inc.	General Consulting Agreement
Genzyme Corporation	General Services Agreement
Quintiles, Inc.	General Services Agreement (ZIL-301)
Quintiles, Inc.	General Services Agreement (ZIL-401)
Egeon International Corporation	Letter of Intent
SPA correspondence with FDA	

Zila Pharmaceuticals, Inc.

Xttrium Laboratories, Inc.	Agreement (Manufacturing)
Blairix Laboratories, Inc.	Asset Sale Agreement - Closing Binder - Zilactin Product Line
Xttrium Laboratories, Inc.	License Agreement
Omnii Products of Palm Beach, Inc.	Supply and License Agreement

Zila Swab Technologies, Inc.

Blairix Laboratories, Inc.	Supply Agreement
National Healthcare Manufacturing Corporation	Lease

Annex I
to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 200_, made by _____, a _____ corporation (the "Additional Grantor"), in favor of Black Diamond Commercial Finance, L.L.C., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, Zila, Inc., a Delaware corporation, Zila Nutraceuticals, Inc. (formerly known as Oxycal Laboratories Incorporated), an Arizona corporation, Zila Technical, Inc., an Arizona corporation, Zila Biotechnology, Inc., an Arizona corporation, Zila Pharmaceuticals, Inc., a Nevada corporation, and Zila Swab Technologies, Inc., an Arizona corporation (collectively, the "Borrowers"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), with, and in favor of, the Administrative Agent for the benefit of the Administrative Agent and the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules _____ to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Annex II
to
Guarantee and Collateral Agreement

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of March 24, 2006 (the "Agreement"), made by the Grantors (as defined in the Agreement) and Black Diamond Commercial Finance, L.L.C., as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.8(a) of the Agreement.
3. The terms of Sections 6.3(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By _____

Title _____

Address for Notices:

Fax: _____

Exhibit A

**GUARANTEE AND COLLATERAL AGREEMENT
March 24, 2006**