

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insight Pharmaceuticals LLC		06/17/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Antares Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	771406	BOIL-EASE
Registration Number:	3075046	DIABETAID
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	2667626	SKIN SHIELD
Registration Number:	867071	TANAC
Registration Number:	3176711	THERAPAUSE
Registration Number:	647728	TRIPTONE
Serial Number:	77564793	DERMAREST
Serial Number:	77619885	GENTLE NATURALS

CH \$440.00 1236010

Serial Number:	77630066	GENTLE NATURALS
Serial Number:	77644573	PRONTO
Serial Number:	77644562	PRONTO PLUS
Serial Number:	77653568	PRONTO PLUS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-577-8265  
Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-190
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/18/2009

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 17, 2009 is by **INSIGHT PHARMACEUTICALS LLC**, a Delaware limited liability company (the "Grantor") in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

### RECITALS

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

**WHEREAS**, Grantor, as Borrower, has entered into a Credit Agreement dated as March 31, 2005 (the same, as it has been and may be hereinafter further amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Credit Agreement") with Grantee, Callidus Capital Finance, LLC, as sole lead arranger, and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by the Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of March 31, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

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

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

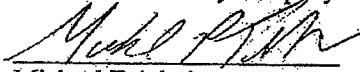
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred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

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

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

INSIGHT PHARMACEUTICALS LLC,  
a Delaware limited liability company

By:   
Name: Mickael Tukdarian  
Title: President

Trademark Security Agreement

TRADEMARK  
REEL: 004007 FRAME: 0689

## Schedule 1

### U.S. Registered Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date
AURO	73341333	12/14/81	1236010	5/3/83
AURO-DRI	73609873	7/17/86	1430843	3/3/87
BOIL-EASE	72167611	4/26/63	771406	6/16/64
DIABETAID (stylized)	76356223	1/9/02	3075046	4/4/06
GENTLE NATURALS	76355004	1/7/02	2730448	6/24/03
PRONTO	73470783	3/19/84	1345457	7/2/85
PRONTO	73621145	9/22/86	1441745	6/9/87
SKIN SHIELD	75914484	2/10/00	2667626	12/31/02
TANAC	72275640	7/10/67	867071	3/25/69
THERAPAUSE	78772066	12/13/05	3176711	11/28/06
TRIPTONE	72015333	9/7/56	647728	7/2/57

### U.S. Trademark Applications

Mark	Application Number	Application Date
DERMAREST	77564793	9/8/08
GENTLE NATURALS	77619885	11/21/08
GENTLE NATURALS (with Circle and Leaf design)	77630066	12/10/08
PRONTO	77644573	1/7/09
PRONTO PLUS	77644562	1/7/09
PRONTO PLUS (and Design)	77653568	1/21/09