

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		02/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	0709543	ALLEREST
Registration Number:	2544673	AMERICAINE
Registration Number:	0418790	ANACIN
Registration Number:	0940857	ANACIN
Registration Number:	1331611	
Registration Number:	0792115	ASPERGUM
Registration Number:	1236010	AURO
Registration Number:	1430843	AURO-DRI
Registration Number:	0714075	BACID
Registration Number:	771406	BOIL-EASE
Registration Number:	0697007	BONINE
Registration Number:	2537840	CALDECORT
Registration Number:	0990492	CALDESENE
Registration Number:	0648836	CALDESENE

CH \$1540.00 0709543

900185043

TRADEMARK
REEL: 004486 FRAME: 0108

Registration Number:	2661393	CEPASTAT
Registration Number:	3139112	CHOOZ
Registration Number:	0614242	CHOOZ
Registration Number:	3626182	DERMAREST
Registration Number:	2030924	
Registration Number:	2027728	
Registration Number:	3075046	DIABETAID
Registration Number:	1777611	EUCALYPTAMINT
Registration Number:	2578043	EUCALYPTAMINT
Registration Number:	2578044	EUCALYPTAMINT
Registration Number:	1403729	FIBERALL
Registration Number:	2730448	GENTLE NATURALS
Registration Number:	3650236	GENTLE NATURALS
Registration Number:	3650366	GENTLE NATURALS
Registration Number:	0275459	KONDREMUL
Registration Number:	1924860	MADE STRONGER TO LAST LONGER...GUARANTEED
Registration Number:	2726624	GUARANTEED ... MADE STRONGER TO LAST LONGER!
Registration Number:	1166052	N'ICE
Registration Number:	2019831	N'ICE
Registration Number:	1201750	N'ICE
Registration Number:	2018329	N'ICE
Registration Number:	2027737	N'ICE
Registration Number:	1691138	NIX
Registration Number:	1604296	NOSTRILLA
Registration Number:	2546937	PRIVINE
Registration Number:	0418496	PRIVINE
Registration Number:	1345457	PRONTO
Registration Number:	1441745	PRONTO
Registration Number:	3639521	PRONTO
Registration Number:	3639520	PRONTO PLUS
Registration Number:	3639534	PRONTO PLUS
Registration Number:	2028228	S
Registration Number:	0921019	SINAREST
Registration Number:	2667626	SKIN SHIELD
Registration Number:	1037225	SUCRETS

Registration Number:	870753	SUCRETS
Registration Number:	1969808	SUCRETS S
Registration Number:	867071	TANAC
Registration Number:	3176711	THERAPAUSE
Registration Number:	647728	TRIPTONE
Registration Number:	0990672	VITRON-C
Registration Number:	0990673	VITRON-C-PLUS
Registration Number:	1078692	E.P.T.
Registration Number:	2073575	
Registration Number:	2043571	
Registration Number:	2885240	EPT CERTAINTY
Registration Number:	3050689	SO ACCURATE WE CALL IT THE ERROR PROOF TEST

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-420
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/25/2011

Total Attachments: 6
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2011, is made by Insight Pharmaceuticals LLC, a Delaware limited liability company ("Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

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

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

Very truly yours,

INSIGHT PHARMACEUTICALS LLC, a
Delaware limited liability company

By: 

Name: Jim Berwick

Title: Vice President, Finance

Trademark Security Agreement

TRADEMARK
REEL: 004486 FRAME: 0113

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Registration No.
Insight Pharmaceuticals LLC	ALLEREST	72/098027	0709543
Insight Pharmaceuticals LLC	AMERICAINE	76/221161	2544673
Insight Pharmaceuticals LLC	ANACIN	71485181	0418790
Insight Pharmaceuticals LLC	ANACIN	72409631	0940857
Insight Pharmaceuticals LLC	ANACIN Arrow Design	73493730	1331611
Insight Pharmaceuticals LLC	ASPERGUM	72/205129	0792115
Insight Pharmaceuticals LLC	AURO	73/341333	1236010
Insight Pharmaceuticals LLC	AURO-DRI	73/609873	1430843
Insight Pharmaceuticals LLC	BACID (Stylized)	72/094528	0714075
Insight Pharmaceuticals LLC	BOIL-EASE	72/167611	771406
Insight Pharmaceuticals LLC	BONINE	72/081199	0697007
Insight Pharmaceuticals LLC	CALDECORT	76/060960	2537840
Insight Pharmaceuticals LLC	CALDESENE	73/002357	0990492
Insight Pharmaceuticals LLC	CALDESENE	72/024472	0648836
Insight Pharmaceuticals LLC	CEPASTAT	76/060961	2661393
Insight Pharmaceuticals LLC	CHOOZ	78731427	3139112
Insight Pharmaceuticals LLC	CHOOZ (Stylized)	71/676074	0614242
Insight Pharmaceuticals LLC	DERMAREST	77/564793	3626182
Insight Pharmaceuticals LLC	Design of a Penguin	74/645818	2030924
Insight Pharmaceuticals LLC	Design of a Penguin on a Mountain	74/645820	2027728
Insight Pharmaceuticals LLC	DIABETAID (stylized)	76/356223	3075046
Insight Pharmaceuticals LLC	EUCALYPTAMINT	74/057820	1777611

Owner	Mark	Application No.	Registration No.
Insight Pharmaceuticals LLC	EUCALYPTAMINT	76/221158	2578043
Insight Pharmaceuticals LLC	EUCALYPTAMINT & Design	76/221159	2578044
Insight Pharmaceuticals LLC	FIBERALL	73/566998	1403729
Insight Pharmaceuticals LLC	GENTLE NATURALS	76/355004	2,730,448
Insight Pharmaceuticals LLC	GENTLE NATURALS	77/619885	3650236
Insight Pharmaceuticals LLC	GENTLE NATURALS (with Circle and Leaf Design)	77/630066	3650366
Insight Pharmaceuticals LLC	KONDREMUL (Stylized)	71/301762	0275459
Insight Pharmaceuticals LLC	MADE STRONGER TO LAST LONGER...GUARANT EED!	74/562740	1924860
Insight Pharmaceuticals LLC	GUARANTEED...MAD E STRONGER TO LAST LONGER!	76/359164	2726624
Insight Pharmaceuticals LLC	NICE	73/192160	1166052
Insight Pharmaceuticals LLC	NICE & Design	74/641752	2019831
Insight Pharmaceuticals LLC	NICE & Design	73/285177	1201750
Insight Pharmaceuticals LLC	NICE & Design	74/641450	2018329
Insight Pharmaceuticals LLC	NICE & Design	74/647639	2027737
Insight Pharmaceuticals LLC	NIX	74/133246	1691138
Insight Pharmaceuticals LLC	NOSTRILLA	73/790621	1604296
Insight Pharmaceuticals LLC	PRIVINE	76/221160	2546937
Insight Pharmaceuticals LLC	PRIVINE	71/457000	0418496
Insight Pharmaceuticals LLC	PRONTO	73/470783	1345457
Insight Pharmaceuticals LLC	PRONTO	73/621145	1441745
Insight Pharmaceuticals LLC	PRONTO	77/644573	3639521
Insight Pharmaceuticals LLC	PRONTO PLUS	77/644562	3639520
Insight Pharmaceuticals LLC	PRONTO PLUS (and	77/653568	3639534

Owner	Mark	Application No.	Registration No.
	Design)		
Insight Pharmaceuticals LLC	S Design	74/668226	2028228
Insight Pharmaceuticals LLC	SINAREST	72/366055	0921019
Insight Pharmaceuticals LLC	SKIN SHIELD	75/914484	2667626
Insight Pharmaceuticals LLC	SUCRETS	73/062771	1037225
Insight Pharmaceuticals LLC	SUCRETS	72/285036	870753
Insight Pharmaceuticals LLC	SUCRETS S & Design	74/660112	1969808
Insight Pharmaceuticals LLC	TANAC	72/275640	867071
Insight Pharmaceuticals LLC	THERAPAUSE	78/772066	3176711
Insight Pharmaceuticals LLC	TRIPTONE	72/015,333	647728
Insight Pharmaceuticals LLC	VITRON-C	72/457984	0990672
Insight Pharmaceuticals LLC	VITRON-C-PLUS	72/458001	0990673
Insight Pharmaceuticals LLC	E.P.T.	73/113004	1078692
Insight Pharmaceuticals LLC	E.P.T. WAVEDESIGN	75/089214	2073575
Insight Pharmaceuticals LLC	E.P.T. WAVEDESIGN	75/089218	2043571
Insight Pharmaceuticals LLC	EPT CERTAINTY	78/226892	2885240
Insight Pharmaceuticals LLC	SO ACCURATE WE CALL IT THE ERROR PROOF TEST	78/555566	3050689

2. TRADEMARK APPLICATIONS

None