

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
Ovation Pharmaceuticals, Inc.		08/10/2005	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1317567	PANHEMATIN
Registration Number:	627656	PEGANONE
Registration Number:	1521495	DESOXYN
Registration Number:	687128	DESOXYN GRADUMET
Registration Number:	321093	MEBARAL
Registration Number:	285003	NEMBUTAL
Registration Number:	1366276	SABRIL
Registration Number:	1583299	T
Registration Number:	1598120	T-TAB
Serial Number:	76566588	OV
Serial Number:	76566591	OVATION PHARMACEUTICALS
Serial Number:	78592387	SABRIL

CH \$315.00 1317567

CORRESPONDENCE DATA

Fax Number: (215)979-1050

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-979-1255

Email: swapicelli@duanemorris.com

Correspondent Name: Samuel W. Apicelli

Address Line 1: One Liberty Place

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

NAME OF SUBMITTER:	Samuel W. Apicelli
Signature:	/Samuel W. Apicelli/
Date:	08/18/2005

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of August, 2005 by OVATION PHARMACEUTICALS, INC., an Illinois corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

(i) Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(ii) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

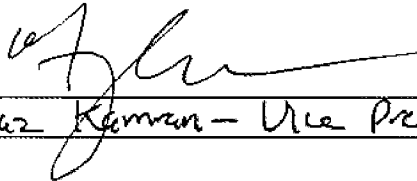
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OVATION PHARMACEUTICALS, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Its: Ferenc Korman - Vice President

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OVATION PHARMACEUTICALS, INC.

By: Barry M. Denton
Its: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Panhematin	1,317,567	02/05/85
Peganone	627,656	05/29/56
Desoxyn	1,521,495	01/24/89
Desoxyn Gradumet	687,128	10/27/59
Mebaral	321,093	01/15/35
Nembutal	285,003	07/14/31
Sabril	1,366,276	10/22/85
T and Design	1,583,299	02/20/90
T-Tab	1,598,120	05/29/90

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Ovation Logo	76/566,588	12/23/03
Ovation Pharmaceuticals	76/566,591	12/23/03
Sabril	78/592,387	03/22/05