

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 |
| QOL Medical LLC | | 10/14/2005 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fortress Credit Corporation | | |
| Street Address: | 1251 Avenue of the Americas | | |
| Internal Address: | Floor 16 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2101832 | ELLIOTTS B | |
| Registration Number: | 2198812 | SUCRAID | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)981-3400 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214-981-3300 | | |
| Email: | jchester@sidley.com | | |
| Correspondent Name: | Julia M. Chester, Esq. | | |
| Address Line 1: | 717 N. Harwood | | |
| Address Line 2: | Suite 3400 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 27472-50640 | | |
| NAME OF SUBMITTER: | Julia M. Chester | | |

CH \$65.00 2101832

| | |
|------------|--------------------|
| Signature: | /Julia M. Chester/ |
|------------|--------------------|

| | |
|-------|------------|
| Date: | 10/27/2005 |
|-------|------------|

Total Attachments: 13
source=QOL SEC AGMT#page1.tif
source=QOL SEC AGMT#page2.tif
source=QOL SEC AGMT#page3.tif
source=QOL SEC AGMT#page4.tif
source=QOL SEC AGMT#page5.tif
source=QOL SEC AGMT#page6.tif
source=QOL SEC AGMT#page7.tif
source=QOL SEC AGMT#page8.tif
source=QOL SEC AGMT#page9.tif
source=QOL SEC AGMT#page10.tif
source=QOL SEC AGMT#page11.tif
source=QOL SEC AGMT#page12.tif
source=QOL SEC AGMT#page13.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is entered into as of October 14, 2005, by and between QOL MEDICAL, LLC, a Delaware limited liability company ("Borrower") and FORTRESS CREDIT CORP, a Delaware corporation, as collateral agent for the Lender Group (as defined below) (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent").

WHEREAS, concurrently herewith and pursuant to that certain Loan Agreement, of even date herewith, by and among, on the one hand, Borrower, and, on the other hand, the Lenders, Fortress Credit Corp, as administrative agent thereunder (in such capacity, together with its successors, if any in such capacity, "Administrative Agent") and Collateral Agent (the "Loan Agreement"), the Lender Group has agreed to make certain financial accommodations to Borrower; and

WHEREAS, as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Borrower has agreed to grant to Collateral Agent, for the benefit of the Lender Group, a security interest in the Trademark Collateral (as defined below) to secure the Secured Obligations (as defined below), as provided herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent and Borrower agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Administrative Agent" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Collateral Agent" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.), as amended from time to time, and any successor statute.

"Borrower" shall have the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” means any Event of Default under the Loan Agreement.

“Knowledge” means the knowledge of the chief executive officer of the Borrower, the chief financial officer of the Borrower, the chief operations officer of the Borrower, the controller of the Borrower, or any other individual with similar functions or responsibilities employed by the Borrower.

“Lender Group” means, individually and collectively, each of the Lenders, Administrative Agent and Collateral Agent.

“Loan Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Loan Documents” shall have the meaning ascribed to such term in the Loan Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of any and all proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to the Lender Group of any kind or description, present or future, whether or not evidenced by any note, guaranty or other instrument, arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether arising by reason of an extension of credit, loan, guaranty, indemnification, hedging obligation, foreign exchange contract or any other manner, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including, without limitation, all interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including reasonable attorneys fees), and expenses which Borrower or any Subsidiary is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” shall mean that certain Security and Pledge Agreement, of even date herewith, by and between, Borrower and Collateral Agent.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

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

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof”, “herein”, “hereto”, “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern.

2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. Borrower, to secure the prompt payment and performance of all of Borrower's Secured Obligations and the prompt performance of all covenants and duties of Borrower under the Loan Documents, hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in and a general lien upon all of Borrower's right, title and interest and goodwill in and to the following property, whether currently existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) All U.S. state and federal trademarks, service marks and all common law marks, all foreign trademarks, service marks and common law marks, all trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, including, but not limited to, any of the foregoing identified on Schedule A hereto, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark, and the acceptance by the PTO of such verified statement of use (or the equivalent), including, but not limited to, those applications identified as such on Schedule A hereto), registrations and applications in any foreign jurisdiction or country, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Borrower's name or in the name of Collateral Agent or in the name of Collateral Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use

thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Borrower hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral to the Collateral Agent, for the benefit of the Lender Group, which shall remain in effect until terminated in accordance with Section 17 hereto.

(c) Incorporation into Security Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement, as applicable.

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Borrower at its expense shall promptly execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and promptly take any and all action, which Collateral Agent, in its sole discretion, may request from time to time, to perfect and continue the perfection of or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of Borrower, or in the name of Collateral Agent or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Collateral Agent in its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Collateral Agent, in its sole discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement

for any of the Trademark Collateral to the extent permitted under UCC Section 9-408, and (C) after the occurrence and during the continuance of any Event of Default, after 10 days written notice to Borrower, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral that does not violate the terms of any then-existing license of Borrower with respect to such Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest in the Trademark Collateral, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Borrower represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Borrower's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, as well as any registrations and applications in any foreign jurisdiction or country (but excludes any application to register any trademark, service mark, or other mark prior to the filing and acceptance under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), and that are owned or held (whether pursuant to a license or otherwise) and used by Borrower.

(b) Trademarks Subsisting. Except as set forth in Schedule A, each of Borrower's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks set forth on Schedule A is valid and enforceable. Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or nonexclusive license relating to the Trademarks, or otherwise dispose of any of the Trademarks, in each case without the prior written consent of the Lender Group, except, the licenses set forth in Schedule B and licenses from time to time entered into solely as part of supply, distribution and similar agreements where such license is limited to use that is necessary for the performance by such other party of its obligations under such agreement. Nothing in this Agreement shall be deemed a consent by Lender Group to any such action, except as such action is expressly permitted hereunder.

(c) No Other Licenses. Schedule B sets forth a true and correct list of all of Borrower's existing licenses or sublicenses issued by Borrower to a third party. Each of Borrower's licenses and sublicenses on Schedule B is valid and enforceable. The Trademarks are not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except the security interest granted hereunder and the licenses permitted in Section 4(b) hereof and Schedule B.

(d) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Borrower agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event, relating to the suspension, cancellation, revocation or discontinuance of or of any pending or overtly threatened action or proceeding seeking to suspend, cancel, revoke or discontinue any material license, permit, governmental approval, franchise authorization or right, including any suit or notice of infringement, against any of the Trademarks or the Trademark Collateral, and (iii) that it will aggressively pursue the infringement by any person of its Trademarks or Trademark Collateral if such infringement is reasonably likely to have a Material Adverse Effect.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any issue, reissue, renewal or extension of any Trademarks, including, without limitation, upon the filing and acceptance of a verified statement of use (or the equivalent) with respect thereto, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Collateral Agent prompt notice thereof. Borrower shall do all things deemed necessary by Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Borrower hereby authorizes Collateral Agent to modify, amend or supplement the schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it under this Agreement and neither Collateral Agent nor any member of the Lender Group shall be responsible to Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other member of the Lender Group hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral, including initiation of and/or defending suits or claims for trademark infringement pertaining to any of the Trademarks or the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. The Collateral Agent agrees to give ten

days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made. Borrower hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Borrower hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy), subject to such rights of quality control and inspection in favor of Borrower as are reasonably necessary to maintain the validity of the Trademark Collateral. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated, to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary, in the name of Borrower or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation if such infringement is reasonably likely to have a Material Adverse Effect.

10. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Borrower may not assign this Agreement or any rights or duties hereunder without prior written consent of the Collateral Agent and any prohibited assignment shall be absolutely void. No consent to an assignment by the Collateral Agent shall release Borrower from its Secured Obligations. On behalf of the Lender Group, Collateral Agent may assign this Agreement and its rights and duties hereunder in accordance with and subject to the terms of the Loan Agreement.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York without regard to conflicts of law principles (other than Sections 5-1401 and 5-1402 of the General Obligations Laws).

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this

Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.


15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Security Agreement. Borrower acknowledges that the rights and remedies of Collateral Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and that all such rights and remedies are cumulative.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interests and the release and reassignment of all Trademark Collateral granted by Borrower to Collateral Agent for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

QOL MEDICAL, LLC, a Delaware limited
liability company

By: 
Name: TEJOR BLACK
Title: CEO

FORTRESS CREDIT CORP, a Delaware
corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

QOL MEDICAL, LLC, a Delaware limited
liability company

By: _____
Name:
Title:

FORTRESS CREDIT CORP, a Delaware
corporation

By: _____
Name: CONSTANTINE DAKOLIAS
Title: CHIEF CREDIT OFFICER

**Schedule A to
Trademark Security Agreement**

LIST OF TRADEMARKS

The Borrower owns the following registered Product Trademarks prior to the Acquisition:

| ELLIOTTS' B | | | | | | | |
|--|-------------|-----------|------------|------------|-----------|------------|---|
| COUNTRY | REFERENCE # | FILED | APP# | REG. DATE | REG# | STATUS | |
| CLASSES | | | | | | | |
| USA | 11782-4 | 1/11/1995 | 74/620,305 | 9/30/1997 | 2,101,832 | Registered | 5 |
| The Borrower acquired this Trademark from Orphan Medical, Inc. in April, 2003. However, the transfer has not been recorded at the USPTO. The Borrower shall use its best efforts to have such transfer recorded following closing. | | | | | | | |
| SUCRAID | | | | | | | |
| USA | 11782-2 | 5/14/1996 | 75/103,897 | 10/20/1998 | 2,198,812 | Registered | |
| 5, multi | | | | | | | |
| European Union | 11782-5 | 9/20/1999 | 1315266 | 12/4/2000 | 1315266 | Registered | 5 |

The Borrower owns the following Trademarks:

| NASCOBAL | | | | | | | |
|------------------|-------------------------|---|------|------------|---------|------------|---------|
| COUNTRY | REFERENCE # | FILED | APP# | REG. DATE | REG# | STATUS | |
| CLASSES | | | | | | | |
| USA | 75194046 | 11/6/1996 | | 5/12/1998 | 2157683 | Registered | IC 005; |
| US multi | | | | | | | |
| ETHAMOLIN | | | | | | | |
| USA | 73520081 | 1/31/1985 | | 12/10/1985 | 1374539 | Registered | IC005, |
| US 018 | | | | | | | |
| Canada | Application No. 1172212 | application not being pursued by QSC due to no usage in Canada. Will not be pursued by QOL. | | | | | |
| GLOFIL | | | | | | | |
| USA | 76098030 | 7/27/2000 | | 9/24/2002 | 2623137 | Registered | IC005 |
| US-multi | | | | | | | |

The Borrower also uses its own stylized "QOL" logo in its business but this logo is not registered.

Schedule B to
Trademark Security Agreement

TRADEMARK LICENSES GRANTED BY BORROWER

- 1) Exclusive Pharmaceutical License Agreement dated 5/19/2003 between Orphan Australia and QOL relating to the right of Orphan Australia to use the trademark Sucraid in Australia and New Zealand.
- 2) 10 year Exclusive Distributor Agreement 3/28/03 between Orphan Europe SARL and QOL relating to the sale of Sucraid in Europe which includes the right to use the trademarks Sucraid and QOL USA.
- 3) 15 year sublicense for exclusive right to sell Sucraid in Canada, between Medical Futures Inc, Ontario, Canada and QOL signed 10.20/2004 includes a license to use the trademark Sucraid in Canada.
- 4) 2/9/2005 7 year exclusive distribution agreement between Burns Adler Pharmaceuticals and QOL for Puerto Rico and the Virgin Islands including a license to use the trademark Sucraid in Puerto Rico and the US Virgin Islands..
- 5) New Commercial Outsourcing Services Agreement to be entered into between the Company and ICS in connection with the closing of the acquisition of assets from Questcor. This agreement permits the use by ICS of the Borrower's trademarks only to the extent necessary to perform its obligations under the agreement.
- 6) The Borrower has assumed the rights of Questcor Pharmaceuticals, Inc. pursuant to a certain Asset Purchase Agreement and a certain Supply Agreement, each dated as of June 16, 2003, together with a certain modification Agreement with respect to such agreements dated September 23, 2005 (collectively, the "Nastech Agreements"). Pursuant to the Nastech Agreements, Nastech has retained and been granted limited rights to utilize the trademark Nascobal in connection with Nastech's prosecution of the Spray Patent Applications (as defined in the Loan Agreement) and with the manufacturing of the Borrower required supply of Nascobal Products during the term of the Supply Agreement.
- 7) The Borrower from time to time enters into manufacturing agreements with respect to the production of Borrower's supply of products, and development or distribution agreements with respect to the distribution of Borrower's products, which agreements will require that limited rights with respect to the use of Borrower's trademarks be granted to such parties to enable them to perform their obligations under such supply or distribution agreements.