

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Grant of Security Interest |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-------------------------------------|
| APP Pharmaceuticals, LLC | | 09/10/2008 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------------|
| Name: | Deutsche Bank AG, London Branch |
| Street Address: | Winchester House |
| Internal Address: | 1 Great Winchester Street |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | EC2N 2DB |
| Entity Type: | Collateral Agent: UNITED KINGDOM |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 1207817 | M.T.E. |
| Registration Number: | 1388211 | MAXIFILL |
| Registration Number: | 1354923 | MAXIVIAL |
| Registration Number: | 0774860 | MURI-LUBE |
| Registration Number: | 1711083 | NEBUPENT |
| Registration Number: | 1423564 | NEOTRACE |
| Registration Number: | 1423565 | PEDTRACE |
| Registration Number: | 1358807 | PENTAM |
| Registration Number: | 2355636 | STERI-TAMP |
| Registration Number: | 1562957 | LYPHOCIN |
| Registration Number: | 2544397 | APP |
| Registration Number: | 1469589 | ASTRAMORPH |
| Registration Number: | 1304645 | DIPRIVAN |

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| | | |
|----------------------|----------|---------------------|
| Registration Number: | 1902331 | EMLA |
| Registration Number: | 2148189 | NAROPIN |
| Registration Number: | 0648536 | NESACAINE |
| Registration Number: | 1376828 | POLOCAINE |
| Registration Number: | 1313013 | SENSORCAINE |
| Registration Number: | 0692703 | XYLOCAINE |
| Registration Number: | 0534232 | XYLOCAINE |
| Registration Number: | 2130448 | NAROPIN |
| Registration Number: | 1848947 | EMLA |
| Serial Number: | 78772508 | READYFLEX SOLUTIONS |
| Serial Number: | 77318374 | APP |
| Serial Number: | 77318368 | APP |

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8200
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 4410650-0345

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 03/02/2009

Total Attachments: 4
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TRADEMARK

REEL: 003944 FRAME: 0654

NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, APP Pharmaceuticals, LLC, a Delaware limited liability company (the "Grantor") with principal offices at 1501 East Woodfield Road, Suite 300 East, Schaumburg, IL 60173 hereby gives notice of a grant (the "Grant") to Deutsche Bank AG, London Branch, as Collateral Agent, with principal offices at Winchester House, 1 Great Winchester, Street, London EC2N 2DB (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto (ii) all Proceeds (as such term is defined in the Intellectual Property Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same; provided that with respect to any such Trademarks, applications in the United States Patent and Trademark Office to register such Trademarks on the basis of any Grantor's "intent to use such Trademarks will not be deemed to be Granted unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the Grant herein.

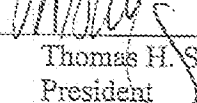
The Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the U.S. Intellectual Property Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 10, 2008 (as amended, modified, restated and/or supplemented from time to time, the "Intellectual Property Security Agreement"). Upon the occurrence of a termination or release (as defined in section 5.13 of the Intellectual Property Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under the Grant.

The rights and remedies of the parties hereto with respect to the security interest noticed herein are as set forth in the Intellectual Property Security Agreement, all terms and provisions of which are set forth therein. In the event that any provisions of this notice are deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the first date written above.

APP PHARMACEUTICALS, LLC, Grantor

By 
Name: Thomas H. Silberg
Title: President

Signature page to Grant in U.S. Intellectual Property

TRADEMARK REGISTRATIONS

| MARK | REG. DATE | REG NO. |
|------------------|-----------|-----------|
| M.T.E. | 9-14-82 | 1,207,817 |
| MAXIFILL | 4-1-86 | 1,388,211 |
| MAXIVIAL | 8-20/85 | 1,354,923 |
| MURI-LUBE | 8-11-64 | 774,860 |
| NEBUPENT | 9-1-92 | 1,711,083 |
| NEOTRACE | 1-6-87 | 1,423,564 |
| | | |
| PEDTRACE | 1-6-87 | 1,423,565 |
| PENTAM | 9-10-85 | 1,358,807 |
| STERI-TAMP | 6-6-00 | 2,355,636 |
| LYPHOCIN | 10-31-89 | 1,562,957 |
| APP & DESIGN | 3-5-02 | 2,544,397 |
| ASTRAMORPH | 12-22-87 | 1,469,589 |
| DIPRIVAN | 11-13-84 | 1,304,645 |
| EMLA | 7-4-95 | 1,902,331 |
| NAROPIN | 3-31-98 | 2,148,189 |
| NESACAINE | 7-16-57 | 648,536 |
| POLOCAINE | 1-7-86 | 1,376,828 |
| SENSORCAINE | 1-8-85 | 1,313,013 |
| XYLOCAINE | 2-9-60 | 692,703 |
| XYLOCAINE | 12-5-50 | 534,232 |
| NAROPIN & DESIGN | 1-20-98 | 2,130,448 |
| EMLA | 8-9-94 | 1,848,947 |

Trademark Applications

| MARK | FILING DATE | APPLICATION NO. |
|---------------------|-------------|-----------------|
| READYFLEX SOLUTIONS | 12-13-05 | 78/772,508 |
| APP | 10-31-07 | 77/318,374 |
| APP & DESIGN | 10-31-07 | 77/318,368 |

Signature page to Grant in U.S. Intellectual Property