


RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): EU\$A PHARMA (USA), INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>DELAWARE</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>DELAWARE</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>GE BUSINESS FINANCIAL SERVICES INC.</u> Internal Address: <u>c/o GE Healthcare Financial Services, Inc., LSF</u> Street Address: <u>83 Wooster Heights Road, Fifth Floor</u> City: <u>Danbury</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06810</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>FEBRUARY 24, 2009</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) SEE ATTACHED EXHIBIT C</p> <p>B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT C</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>CT LIEN SOLUTIONS</u> Internal Address: _____ Street Address: <u>187 WOLF ROAD STE 101</u> City: <u>ALBANY</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676 X4064</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-ctlsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 15</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>390</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>9. Signature:  _____ _____ Signature _____ Name of Person Signing</p>	<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p> <p style="text-align: right;">Date: <u>3/12/09</u></p> <p>Total number of pages including cover sheet, attachments, and document: 7</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT C

Trademarks

Mark	Territory	Number	Status	Registration date
7E11 and Design	United States	78410504		29-Apr-04
Centre of Reading Excellence	United States	78741660	published	27-Oct-05
CORE	United States	78741661	published	27-Oct-05
Cytogen	United States	712776		21-Mar-61
Cytogen and design	United States	1847218	registered	26-Jul-94
ONCO-RAD	United States	1516999	registered	20-Dec-88
Onco-Scint	United States	1472854	registered	26-Jan-88
Prostascint	United States	2048135	registered	25-Mar-97
Prostascint	United States	78410517	published	29-Apr-04
Prostascint	United States	78600856	published	04-Apr-05
Quadramet	United States	2897509	registered	26-Oct-04
STAMP	United States	78741663	published	27-Oct-05
Stromal Targeted Ablation of Multiple Pathways	United States	78741668	pending	27-Oct-05
Targeting the Sites and Stages of Cancer Progression	United States	78741688	published	27-Oct-05
Caphosol	United States	2487745	registered	11-Sep-01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of February 24, 2009 by EUSA PHARMA (USA), INC., a Delaware corporation ("Grantor") in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.) ("GE") in its capacity as administrative agent ("Agent") for Lenders (defined below).

RECITALS

A. GE and the other entities from time to time parties thereto (each individually a "Lender", and collectively the "Lenders") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and among the Lenders, Agent, Grantor, EUSA Pharma, Inc. and EUSA Pharma (US), Inc., dated December 6, 2007, as amended by that certain Amendment No. 1, Limited Waiver and Consent to Credit and Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks listed on Schedules A, B and C hereto) which constitutes Collateral, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, and those which are now or hereafter available to the Lenders and Agent as a matter of law or equity. Each right, power and remedy of the Lenders and Agent provided for herein or in the Credit Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by the Lenders and Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders and Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is duly executed as of the first date written above.

Address of Grantor:

The Magdalen Centre
Oxford Science Park
Oxford
OX4 4GA
Attn: Zoe Evans, General Counsel
Facsimile: +44 (0) 1865 784 253
E-Mail: zoe.evans@eusa-pharma.com

GRANTOR:

EUSA PHARMA (USA), INC.

By: 

Name: _____

Title: _____

Signature Page to EUSA (USA)
IP Security Agreement

TRADEMARK
REEL: 003951 FRAME: 0352

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

Title	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
Methods for the treatment and prevention of bone cell death	US 60/981,769	7			
Mouthwash compositions	US 2003152530 A1 (10/146,500)	14.05.02			

Title	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
Combination Cancer Therapy with anti-PSMA antibodies	US 11/795,268	3.6.88			
PSMA Antibody Conjugates	US 11/911,100	10.4.06			
Monoclonal Antibodies to a New Antigenic Marker in Epithelial Prostatic Cells and serum of Prostatic Cancer Patients	US 07/202,869	29.5.08	US 5162504	10.11.92	28.10.10
Monoclonal Antibodies to a New Antigenic Marker in Epithelial Prostatic Cells and serum of Prostatic Cancer Patients	US 08/307,544	5.6.89	US 5578484	26.11.96	16.9.14
Methods of detecting prostate carcinoma using a monoclonal antibody to a new antigenic marker in epithelial prostatic cells alone or with a monoclonal antibody to an antigen of LNCaP cells	US 08/482,515	16.9.94	US 5763202	9.6.98	9.6.15

Title	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
Antigen Binding Peptides (Abtides) from Peptide Libraries	US 09/273,685	3/22/1999	US 6015561	1/18/2000	3/22/2019
Antigen Binding Peptides (Abtides) from Peptide Libraries	US 08/488,161	6/7/1995	US 5885577	3/23/1999	3/23/2016
Antigen Binding Peptides (Abtides) from Peptide Libraries	US 10/835,392	4/28/2004	Pending		
Peptides which enhance transport across tissues and methods of identifying and using the same	US 07/327,881	3/20/1989	US 5156840	10/20/1992	10/20/2009
Peptides which enhance transport across tissues and methods of identifying and using the same	US 08/857,046	5/15/1997	US 6361938	3/26/2002	5/15/2017
Peptides which enhance transport across tissues and methods of identifying and using the same	US 10/104,603	3/22/2002	Pending		

Title	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
Treatment methods using metal-binding targeted polypeptide constructs	US 08/480,370	6/7/1995	US 5609847	3/11/1997	3/11/2014
Bifunctional isothiocyanate derived thiocarbonyls as ligands for metal binding	US 08/268,445	6/30/1994	US 5527885	6/18/1996	6/18/2013
Bifunctional Isothiocyanate Derived	US 07/866,375	4/9/1992	US 5326856	7/5/1994	4/9/2012

Title	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date
Thiocarbonyls as Ligands for Metal Binding					
Bifunctional Isothiocyanate Derived Thiocarbonyls as Ligands for Metal Binding	US 08/204,197	6/27/1994	US 5585468	12/17/1996	12/17/2013
Non-Alkaline Purification of Aminophosphonic Acids	US 08/145,591	11/4/1993	US 5495042	2/22/1996	11/4/2013
Metal Binding Targeted Polypeptide Constructs	US 08/127,351	9/28/1993	US 5449761	9/12/1995	9/28/2013
Metal Binding Targeted Polypeptide Constructs	US 08/480,367	6/7/1995	US 5578288	11/26/1996	6/7/2015
Metal Binding Targeted Polypeptide Constructs	US 08/487,221	6/7/1995	US 5593656	1/14/1997	6/7/2015
Amine derivatives of folic acid analogs	US 07/426,374	10/24/1989	US 5140104	8/18/1992	8/18/2009
Amine-containing porphyrin derivatives	US 07/327,881	3/20/1989	US 5156840	10/20/1992	10/20/2009
Amine derivatives of anthracycline antibiotics	US 07/199,549	5/27/1988	US 5162512	11/10/1992	11/10/2009