

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC		05/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Aton Pharma, Inc.
Street Address:	3150 Brunswick Pike, Suite 230
City:	Lawrenceville
State/Country:	NEW JERSEY
Postal Code:	08648
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77423387	EDECIN
Serial Number:	77423385	MEPHYTON
Serial Number:	77423383	LACRISERT
Serial Number:	72071135	AQUAMEPHYTON
Serial Number:	77021119	ATON PHARMA
Serial Number:	77021113	ATON PHARMA
Serial Number:	74355051	OCUDOSE
Serial Number:	73074989	LODOSYN
Serial Number:	74328278	TIMOPTIC-XE
Serial Number:	73148997	TIMOPTIC
Serial Number:	72163255	CUPRIMINE
Serial Number:	73073224	DEMSER
Serial Number:	72200014	EDECIN
Serial Number:	73233021	LACRISERT

CH \$465.00 77423387

Serial Number:	71636139	MEPHYTON
Serial Number:	73722894	SYPRINE
Registration Number:	3595285	ATON PHARMA
Registration Number:	3602978	ATON PHARMA

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100941-0036
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	05/27/2010

Total Attachments: 9
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of May 26, 2010 by CIT Healthcare LLC, a Delaware limited liability company, as administrative agent, with its place of business at 505 Fifth Avenue, 6th Floor, New York, New York 10017 (the "Administrative Agent").

WHEREAS, Aton Pharma, Inc., a Delaware corporation (the "Company"), granted to the Administrative Agent, for the benefit of itself and CIT Bank and Fifth Third Bank (collectively, the "Lenders"), a security interest in all of its trademarks and trademark applications, and the registrations thereof, all as described in that certain Trademark and License Security Agreement, dated as of February 17, 2009 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Trademark Security Agreement), executed by the Company in favor of the Administrative Agent and previously filed for record in the United States Patent and Trademark Office on February 19, 2009 on Trademark Reel/Frame No. 003938/0808 and April 16, 2010 on Trademark Reel/Frame No. 004187/0532;

WHEREAS, the Company has requested that Administrative Agent release its interest in the Collateral, including, without limitation, the trademarks and trademark applications more fully identified on Schedule A attached hereto and made a part hereof; the license agreements identified on Schedule B attached hereto and made a part hereof; and any new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified in Schedule A or B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Lenders, hereby:

1. releases to the Company, without recourse or representation or warranty, express or implied, of any kind, any and all liens, security interests, right, title and interest of Administrative Agent pursuant to the Trademark Security Agreement in the Company's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Company's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 1(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of such Company's business connected with and symbolized by the Trademarks;

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Company is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Administrative Agent's and Lenders' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and

(iv) rights to new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified on the Schedules to the Trademark Security Agreement; and

2. authorizes and requests that the United States Patent and Trademark Office and any other location where the security interest was filed, if any, note and record the existence of such release hereby given.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Release of Security Interest in Trademarks)

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first written above.

ADMINISTRATIVE AGENT:

CIT HEALTHCARE LLC, a Delaware limited liability company, as Administrative Agent

By: _____



Name: Joice Soendjojo

Title: Vice President

SCHEDULE A

Trademarks


FOREIGN REGISTRATIONS

Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	Algeria	LACRISERT	60899
Aton Pharma, Inc.	Argentina	CUPRIMINE	1582727
Aton Pharma, Inc.	Aruba	LACRISERT	19714
Aton Pharma, Inc.	Australia	CUPRIMINE	179936
Aton Pharma, Inc.	Australia	DEMSER	195163
Aton Pharma, Inc.	Australia	LACRISERT	360348
Aton Pharma, Inc.	Austria	EDECRIN	53457
Aton Pharma, Inc.	Bangladesh	EDECRIN	2253
Aton Pharma, Inc.	Benelux	LACRISERT	373151
Aton Pharma, Inc.	Benelux	LACRISERT	374698
Aton Pharma, Inc.	Bermuda	AQUAMEPHYTON	20543
Aton Pharma, Inc.	Bermuda	EDECRIN	5332
Aton Pharma, Inc.	Bolivia	CUPRIMINE	17253-C/64058-A
Aton Pharma, Inc.	Brazil	CUPRIMINE	0006549373
Aton Pharma, Inc.	Brunei	CUPRIMINE	15738
Aton Pharma, Inc.	Canada	AQUAMEPHYTON	TMA114927
Aton Pharma, Inc.	Canada	CUPRIMINE	TAM132150
Aton Pharma, Inc.	Canada	DEMSER	TMA145840
Aton Pharma, Inc.	Canada	EDECRIN	TMA141081
Aton Pharma, Inc.	Canada	LACRISERT	TMA265693
Aton Pharma, Inc.	Canada	SYPRINE	TMA372268
Aton Pharma, Inc.	Colombia	CUPRIMINE	54452
Aton Pharma, Inc.	Costa Rica	AQUAMEPHYTON	105242
Aton Pharma, Inc.	Costa Rica	CUPRIMINE	27623/20462
Aton Pharma, Inc.	Costa Rica	LACRISERT	61010
Aton Pharma, Inc.	Ecuador	LACRISERT	383398
Aton Pharma, Inc.	Egypt	EDECRIN	51760
Aton Pharma, Inc.	Egypt	LACRISERT	58982
Aton Pharma, Inc.	El Salvador	CUPRIMINE	10744
Aton Pharma, Inc.	European Community		002827152
Aton Pharma, Inc.	European Community		002824365
Aton Pharma, Inc.	Finland	LACRISERT	84808
Aton Pharma, Inc.	France	DEMSER	1596822
Aton Pharma, Inc.	France	EDECRINE	1536426
Aton Pharma, Inc.	France	LACRISERT	1662800
Aton Pharma, Inc.	Ghana	EDECRIN	13281
Aton Pharma, Inc.	Ghana	LACRISERT	22358
Aton Pharma, Inc.	Guatemala	CUPRIMINE	15898
Aton Pharma, Inc.	Honduras	EDECRIN	13485
Aton Pharma, Inc.	Hong Kong	CUPRIMINE	530/1963
Aton Pharma, Inc.	Hong Kong	EDECRIN	127664
Aton Pharma, Inc.	Iceland	CUPRIMINE	8/1964





Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	International Register (Coverage to France, Germany, Monaco)	DEMSER	302739
Aton Pharma, Inc.	International Registration (Coverage to Monaco)	LACRISERT	466068
Aton Pharma, Inc.	Iran	LACRISERT	53910
Aton Pharma, Inc.	Ireland	EDECRIN	67021
Aton Pharma, Inc.	Israel	CUPRIMINE	21725
Aton Pharma, Inc.	Israel	EDECRIN	88404
Aton Pharma, Inc.	Israel	LACRISERT	52145
Aton Pharma, Inc.	Israel	MEPHYTON	88401
Aton Pharma, Inc.	Israel	SYPRINE	88403
Aton Pharma, Inc.	Italy	LACRISERT	440122
Aton Pharma, Inc.	Kenya	LACRISERT	28677
Aton Pharma, Inc.	Kuwait	LACRISERT	12611
Aton Pharma, Inc.	Lebanon	LACRISERT	40777
Aton Pharma, Inc.	Malaysia	CUPRIMINE	M/39510
Aton Pharma, Inc.	Malaysia	EDECRIN	M/39510
Aton Pharma, Inc.	Malta	EDECRIN	8077
Aton Pharma, Inc.	Mauritius	EDECRIN	243
Aton Pharma, Inc.	Mauritius	LACRISERT	189
Aton Pharma, Inc.	Mexico	LACRISERT	835086
Aton Pharma, Inc.	Morocco	LACRISERT	77274
Aton Pharma, Inc.	Myanmar	EDECRIN	8871964
Aton Pharma, Inc.	Myanmar	MEPHYTON	186354
Aton Pharma, Inc.	Netherland Antilles	EDECRIN	02762
Aton Pharma, Inc.	Netherland Antilles	LACRISERT	02752
Aton Pharma, Inc.	New Zealand	DEMSER	78746
Aton Pharma, Inc.	Nicaragua	LACRISERT	13526CC
Aton Pharma, Inc.	Nigeria	EDECRIN	15126
Aton Pharma, Inc.	Nigeria	LACRISERT	39721
Aton Pharma, Inc.	Norway	CUPRIMINE	62184
Aton Pharma, Inc.	Norway	LACRISERT	111676
Aton Pharma, Inc.	Panama	CARMINE	14101
Aton Pharma, Inc.	Peru	CUPRIMINE	53067
Aton Pharma, Inc.	Portugal	LACRISERT	211722
Aton Pharma, Inc.	Qatar	EDECRIN (with Arabic characters)	1381
Aton Pharma, Inc.	Qatar	LACRISERT (with Arabic)	1728
Aton Pharma, Inc.	Saudi Arabia	AQUAMEPHYTON	5534
Aton Pharma, Inc.	Saudi Arabia	EDECRIN	1798
Aton Pharma, Inc.	Sierra Leone	EDECRIN	6925
Aton Pharma, Inc.	Singapore	CUPRIMINE	T6332474F
Aton Pharma, Inc.	Singapore	EDECRIN	T6435198D
Aton Pharma, Inc.	South Africa	CUPRIMINE	63/0587
Aton Pharma, Inc.	South Africa	EDECRIN	641994
Aton Pharma, Inc.	South Africa	LACRISERT	813106
Aton Pharma, Inc.	Spain	LACRISERT MERCK & CO., INC. (Stylized)	977613
Aton Pharma, Inc.	Sweden	CUPRIMINE	108839
Aton Pharma, Inc.	Sweden	EDECRIN	113986

Grantor	Jurisdiction	Mark	Reg. No.
Aton Pharma, Inc.	Sweden	EDECRINA	116533
Aton Pharma, Inc.	Sweden	LACRISERT	18902
Aton Pharma, Inc.	Syria	LACRISERT	21638
Aton Pharma, Inc.	Taiwan	CUPRIMINE (in Chinese)	16848
Aton Pharma, Inc.	Taiwan	CUPRIMINE	16634
Aton Pharma, Inc.	Taiwan	EDECRIN	21048
Aton Pharma, Inc.	Taiwan	EDECRIN (in Chinese characters)	21049
Aton Pharma, Inc.	Taiwan	LACRISERT	166631
Aton Pharma, Inc.	Taiwan	LACRISERT (in Chinese)	1075975
Aton Pharma, Inc.	Taiwan	LACRISERT (in Chinese)	589745
Aton Pharma, Inc.	Thailand	CUPRIMINE	Kor2236
Aton Pharma, Inc.	Turkey	CUPRIMINE	103212
Aton Pharma, Inc.	U.K.	DEMSER	1394318
Aton Pharma, Inc.	U.K.	EDECRIN	865481
Aton Pharma, Inc.	Uruguay	CUPRIMINE	363828
Aton Pharma, Inc.	Uruguay	LACRISERT	378491
Aton Pharma, Inc.	Uzbekistan	EDECRIN	2072

U.S. REGISTRATIONS

Grantor	Mark	Reg. No.
Aton Pharma, Inc.	AQUAMEPHYTON	689024
Aton Pharma, Inc.	CUPRIMINE	760911
Aton Pharma, Inc.	DEMSER	1051092
Aton Pharma, Inc.	EDECRIN	789575
Aton Pharma, Inc.	LACRISERT	1156075
Aton Pharma, Inc.	MEPHYTON	582261
Aton Pharma, Inc.	SYPRINE	1510660
Aton Pharma, Inc.	ATON PHARMA	3602978
Aton Pharma, Inc.		3595285

U.S. APPLICATIONS

Grantor	Mark	Appl. No.	Appl. Date
Aton Pharma, Inc.	ATON PHARMA	77021119 * Status is now registered under Reg. No. 3602978	10/13/2006
Aton Pharma, Inc.		77021113 * Status is now registered under Reg. No. 3595285	10/13/2006
Aton Pharma, Inc.		77423387	3/17/2008
Aton Pharma, Inc.		77423383	3/17/2008
Aton Pharma, Inc.		77423385	3/17/2008

FOREIGN APPLICATION

Grantor	Jurisdiction	Mark	App. No.
Aton Pharma, Inc.	Argentina	LACRISERT	2780712

ACQUIRED INTELLECTUAL PROPERTY

ACQUIRED TRADEMARKS

Country	Trademark	Status	Registration Number
United States	TIMOPTIC-XE	Registered	1902106
United States	TIMOPTIC	Registered	1103298
United States	OCUDOSE	Registered	1818707
United States	LODOSYN	Registered	1051094
Puerto Rico	TIMOPTIC-XE	Registered (Renewal Pending)	36549
Puerto Rico	TIMOPTIC	Registered	22261

ACQUIRED DOMAIN NAMES

1. timoptic.biz, timoptic.com, timoptic.info, timoptic.us, timoptic-xe.biz, timoptic-xe.com, timoptic-xe.info and timoptic-xe.us.
2. lodosyn.com, lodosyn.net, lodosyn.org, lodosyn.biz and lodosyn.info

SCHEDULE B

Licenses

None.

B-1

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RECORDED: 05/27/2010

**TRADEMARK
REEL: 004213 FRAME: 0788**