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As filed with the Securities and Exchange Commission on October 6, 2010

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

LANTHEUS MEDICAL IMAGING, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**2834**	**51-0396366**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

331 Treble Cove Road
North Billerica, MA 01862
(978) 671-8001
(Name, address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Michael P. Duffy
Vice President, General Counsel and Secretary
331 Treble Cove Road, Building 600-2
North Billerica, MA 01862
(978) 671-8408
(Name, address, including zip code, and telephone number, including area code, of agent for service)

See Table of Additional Registrants Below

Copies to:

Todd R. Chandler, Esq.
Heather L. Emmel, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE CHART

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
9.750% Senior Notes due 2017	$250,000,000	100%	$250,000,000	$17,825
Guarantees of 9.750% Senior Notes due 2017	—	—	—	— (2)

(1) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act of 1933, as amended.

(2) The Additional Registrants will guarantee the payment of the 9.750% Senior Notes due 2017. Pursuant to Rule 457(n) of the Securities Act, no separate registration fee for the guarantees is payable.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Table of Additional Registrants

Exact Name of Registrant as Specified in its Charter (Or Other Organizational Document)	State or Other Jurisdiction of Incorporation or Organization	I.R.S Employer Identification Number (If None, Write N/A)	Primary Standard Industrial Classification Code Number	Address, Including Zip Code, of Registrant's Principal Executive Offices	Telephone Number, Including Area Code, of Registrant's Principal Executive Offices
Lantheus MI Intermediate, Inc.	Delaware	32-0225450	2834	331 Treble Cove Road, North Billerica, MA 01862	(978) 671-8001
Lantheus MI Real Estate, LLC	Delaware	61-1549164	2834	331 Treble Cove Road, North Billerica, MA 01862	(978) 671-8001

The name, address, including zip code, and telephone number, including area code, of the agent for service for each of the Additional Registrants is:

Michael P. Duffy
Vice President, General Counsel and Secretary
Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Building 600-2
North Billerica, MA 01862
(978) 671-8408

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED OCTOBER 6, 2010

PRELIMINARY PROSPECTUS

LANTHEUS MEDICAL IMAGING, INC.

OFFER TO EXCHANGE
All Outstanding
9.750% Senior Notes due 2017 (the "Restricted Notes")
for
9.750% Senior Notes due 2017

the issuance of each of which has been registered under the Securities Act of 1933 (the "Exchange Notes" and, collectively with the Restricted Notes, the "notes"). We refer herein to the foregoing offer to exchange as the "exchange offer."

The exchange offer will expire at 5:00 p.m., New York City time, on , 2010, unless we extend the exchange offer in our sole and absolute discretion.

Material Terms of the Exchange Offer

- The only conditions to completing the exchange offer are that the exchange offer not violate applicable law or any applicable interpretation of the staff of the Securities and Exchange Commission, which we refer to as the SEC or the Commission; no action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer and no material adverse development shall have occurred in any existing action or proceeding with respect to us; and all governmental approvals shall have been obtained, which approvals we deem necessary for the consummation of the exchange offer.

- We will exchange all outstanding Restricted Notes that are validly tendered and not withdrawn prior to the expiration or termination of the exchange offer for an equal principal amount of Exchange Notes.

- You may withdraw tenders of Restricted Notes at any time prior to the expiration or termination of the exchange offer.

- Restricted Notes may be tendered only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

- The terms of the Exchange Notes are substantially identical in all material respects to those of the Restricted Notes, except that transfer restrictions, registration rights and additional interest provisions relating to the Restricted Notes do not apply to the Exchange Notes.

- We will not receive any proceeds from the exchange offer.

Results of the Exchange Offer

- The Exchange Notes may be sold in the over-the-counter market, in negotiated transactions or through a combination of such methods. We do not plan to list the Exchange Notes or Restricted Notes on a national market.

- All outstanding Restricted Notes not tendered will continue to be subject to the restrictions on transfer set forth in the outstanding

Restricted Notes and the related indenture. In general, outstanding Restricted Notes may not be offered or sold, unless registered under the Securities Act of 1933, as amended (the "Securities Act"), except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

- Other than in connection with the exchange offer, we do not plan to register the outstanding Restricted Notes under the Securities Act.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Restricted Notes where such Restricted Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after the expiration date of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution" on page 190.

Consider carefully the "Risk Factors" beginning on page 15 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2010

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This prospectus incorporates by reference important business and financial information about us that is not included in or delivered with this prospectus. This information is available without charge to you upon written or oral request. If you would like a copy of any of this information, please submit your request to Lantheus Medical Imaging, Inc., 331 Treble Cove Rd., Building 600-2, N. Billerica, Massachusetts 01862, Attention: General Counsel, (978) 671-8408. In order to ensure timely delivery of such documents, you must request this information no later than five business days before the date you must make your investment decision. Accordingly, you should make any request for documents by , 2010 to ensure timely delivery of documents prior to the expiration date.

No person has been authorized to give any information or to make any representations other than those contained in this prospectus and, if given or made, such information and representations must not be relied upon as having been authorized. This prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or any offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in our affairs since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

TRADEMARKS

We own or have the rights to various trademarks, service marks and trade names, including, among others, the following: DEFINITY®, Ablavar®, TechneLite®, Cardiolite®, Neurolite®, Vialmix® and Lantheus Medical Imaging® referred to in this prospectus. Solely for convenience, we refer to trademarks, service marks and trade names in this prospectus without the ™, SM and ® symbols. Such references are not intended to indicate, in any way, that we will not assert, to the fullest extent permitted under applicable law, our rights to our trademarks, service marks and trade names. Each trademark, trade name or service mark of any other company appearing in this prospectus, such as Myoview®, Vasovist® and Optison® are, to our knowledge, owned by such other company.

SUMMARY

This summary highlights information appearing elsewhere in this prospectus. This summary is not complete and does not contain all of the information that may be important to you. You should carefully read the entire prospectus, including the section entitled "Risk Factors," and the financial statements and related notes before deciding to participate in the exchange offer. Unless the context requires otherwise, references to "Lantheus," "our company," "we," "us" and "our" refer to Lantheus Medical Imaging, Inc. and its direct and indirect subsidiaries, references to "Lantheus Intermediate" refer to Lantheus MI Intermediate, Inc., and references to "Holdings" refer to Lantheus MI Holdings, Inc.

Overview

We are a leading specialty pharmaceutical company that develops, manufactures and distributes innovative diagnostic medical imaging products on a global basis. Our current imaging agents primarily assist in the diagnosis of heart, vascular and other diseases using nuclear imaging, echocardiography and magnetic resonance imaging ("MRI") technologies. We also have a full clinical and preclinical development pipeline of next-generation and first-in-class products that use Positron Emission Tomography ("PET") and MRI technologies. We believe that our products offer significant benefits to patients, healthcare providers and the overall healthcare system. As a result of more accurate diagnosis of disease, we believe our products allow healthcare providers to make more informed patient care decisions, potentially improving outcomes, reducing patient risk and decreasing costs for payors and the entire healthcare system.

With direct operations in the United States, Puerto Rico, Canada and Australia, we have a long and distinguished history of developing and commercializing innovative market-changing products. Our principal branded products include DEFINITY, Cardiolite and TechneLite, which, in the aggregate, accounted for approximately 76% of our total revenues in 2009.

- ***DEFINITY.*** DEFINITY Vial for (Perflutren Lipid Microsphere) Injectable Suspension is the leading ultrasound contrast agent used in ultrasound exams of the heart, also known as echocardiographic exams.

- ***Cardiolite.*** Cardiolite (Kit for Preparation of Technetium Tc99m Sestamibi for Injection) is the leading technetium-based radiopharmaceutical used in Single Photon Emission Computed Tomography ("SPECT") myocardial perfusion imaging ("MPI") procedures. Cardiolite is primarily used for detecting coronary artery disease.

- ***TechneLite.*** TechneLite is a technetium-based generator which provides the essential medical isotope used by radiopharmacies to radiolabel Cardiolite and other Tc-99m-based radiopharmaceuticals used in nuclear medicine procedures.

In addition to our broad portfolio of products developed internally, which are protected by patents we own in the United States and numerous foreign jurisdictions, we actively seek acquisition, in-licensing and co-promotion opportunities to further expand our portfolio and leverage our core capabilities in the diagnostic medical imaging space. We purchased from EPIX Pharmaceuticals, Inc. ("EPIX") its U.S., Canadian and Australian rights to Ablavar, a magnetic resonance angiography ("MRA") imaging agent recently approved by the U.S. Food and Drug Administration ("FDA"), in April 2009 and the balance of the worldwide rights in June 2010. Ablavar is a gadolinium-based contrast agent indicated to evaluate aortoiliac occlusive disease in adults with known or suspected peripheral vascular disease and is the first contrast agent approved for an MRA indication in the United States.

We distribute our products in the United States and internationally through radiopharmacies, distributor relationships and our direct sales force. In addition, we both own radiopharmacies and sell directly to end-users in Australia, Canada and Puerto Rico. In the rest of the world, including Europe, Asia and Latin America, we utilize distributor relationships to distribute our products.

To supplement our portfolio of marketed products, we have an experienced research and development ("R&D") team with expertise across the discovery, preclinical and clinical development continuum, including Phase IV post-marketing studies.

Corporate History

Founded in 1956 as New England Nuclear Corporation, we were purchased by E. I. du Pont de Nemours and Company in 1981. Bristol-Myers Squibb Company ("BMS") subsequently acquired the diagnostic medical imaging business as part of its acquisition of DuPont Pharmaceuticals in 2001. Avista Capital Partners, L.P. and affiliates (collectively, "Avista") acquired the medical imaging business from BMS in January 2008 (the "Acquisition").

Our Sponsor

Avista is a leading private equity firm with offices in New York, NY, Houston, TX and London, UK. Founded in 2005 as a spin-out from the former DLJ Merchant Banking Partners ("DLJMB") franchise, Avista's strategy is to make controlling or influential minority investments primarily in growth-oriented energy, healthcare and media companies. Through its team of seasoned investment professionals and industry experts, Avista seeks to partner with exceptional management teams to invest in and add value to well-positioned businesses.

Our Executive Offices

Our principal executive offices are located at 331 Treble Cove Road, North Billerica, Massachusetts 01862, and our telephone number at that address is (978) 671-8001. Our web site is located at www.lantheus.com. The information on our web site is not part of, and is not incorporated into, this prospectus.

Summary of the Terms of the Exchange Offer

On May 10, 2010, we completed the private offering of $250,000,000 aggregate principal amount of our Restricted Notes. We refer to the issuance of the Restricted Notes in this prospectus as the "original issuance."

At the time of the original issuance, we entered into a registration rights agreement with the initial purchasers of the Restricted Notes in which we agreed to, among other things, complete an exchange offer for the Restricted Notes. You are entitled to exchange your Restricted Notes in the exchange offer for Exchange Notes (as defined below) with identical terms, except that the Exchange Notes will have been registered under the Securities Act and will not bear legends restricting their transfer. Unless you are a broker-dealer or unable to participate in the exchange offer, we believe that the Exchange Notes to be issued in the exchange offer may be resold by you without compliance with the registration and prospectus delivery requirements of the Securities Act. You should read the discussions under the headings "The Exchange Offer" and "Description of the Exchange Notes" for further information regarding the Exchange Notes.

Registration Rights Agreement

Under the registration rights agreement, we are obligated to offer to exchange the Restricted Notes for Exchange Notes with substantially identical terms. The exchange offer is intended to satisfy that obligation. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Restricted Notes.

The Exchange Offer

We are offering to exchange up to $250,000,000 aggregate principal amount of 9.750% Senior Exchange Notes due 2017 (the "Exchange Notes") for a like principal amount of the Restricted Notes to satisfy our obligations under the registration rights agreement.

In order to be exchanged, Restricted Notes must be properly tendered and accepted. All Restricted Notes that are validly tendered and not validly withdrawn will be accepted and exchanged.

We will issue the Exchange Notes promptly after the expiration of the exchange offer.

Resales of the Exchange Notes

We believe that the Exchange Notes to be issued in the exchange offer may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act if, but only if, you meet the following conditions:

- the Exchange Notes to be issued to you in the exchange offer are acquired in the ordinary course of your business;
- at the time of the commencement of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes to be issued to you in the exchange offer in violation of the Securities Act;

- you are not our affiliate, as that term is defined in Rule 405 of the Securities Act;
- you are not engaging in, and do not intend to engage in, a distribution of the Exchange Notes to be issued to you in the exchange offer;
- if you are a participating broker-dealer that will receive Exchange Notes for your own account in exchange for the Restricted Notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus in connection with any resale of the Exchange Notes; and
- you are not acting on behalf of any persons or entities who could not truthfully make the foregoing representations.

Our belief is based on interpretations by the staff of the Commission, as set forth in no-action letters issued to third parties unrelated to us. The staff has not considered the exchange offer in the context of a no-action letter, and we cannot assure you that the staff would make a similar determination with respect to the exchange offer.

If you do not meet the above conditions, you may not participate in the exchange offer or sell, transfer or otherwise dispose of any Restricted Notes unless (i) they have been registered for resale by you under the Securities Act and you deliver a "resale" prospectus meeting the requirements of the Securities Act or (ii) you sell, transfer or otherwise dispose of the Exchange Notes in accordance with an applicable exemption from the registration requirements of the Securities Act.

Each broker-dealer that received Exchange Notes in the exchange offer for its own account in exchange for Restricted Notes that were acquired by that broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any of its resales of those Exchange Notes. A broker-dealer may use this prospectus to offer to resell, resell or otherwise transfer those Exchange Notes. See "Plan of Distribution." A broker-dealer may use this prospectus for an offer to resell or to otherwise transfer those Exchange Notes for a period of 180 days after the expiration of the exchange offer.

Expiration Date

The exchange offer will expire at 5:00 p.m., New York City time, on , 2010, unless we decide to extend the exchange offer. We do not intend to extend the exchange offer, although we reserve the right to do so. If we determine to extend the exchange offer, we do not intend to extend it beyond , 2010.

Conditions to the Exchange Offer

The only conditions to completing the exchange offer are that:

- the exchange offer does not violate applicable law or any applicable interpretation of the staff of the Commission;
- no action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer, and no material adverse development shall have occurred in any existing action or proceeding with respect to us; and
- all governmental approvals shall have been obtained, which approvals we deem necessary for the consummation of the exchange offer.

See "The Exchange Offer—Conditions to the Exchange Offer."

Procedure for Tendering Restricted Notes

The Restricted Notes were issued as global securities in fully registered form without interest coupons. Beneficial interests in the Restricted Notes which are held by direct or indirect participants in The Depository Trust Company ("DTC") through certificateless depositary interests are shown on, and transfers of the Restricted Notes can be made only through, records maintained in book-entry form by DTC with respect to its participants.

If you are a holder of a Restricted Note held in the form of a book-entry interest and you wish to tender your Restricted Note for exchange pursuant to the exchange offer, you must transmit to Wilmington Trust FSB, as exchange agent, on or prior to the expiration of the exchange offer either:

- a written or facsimile copy of a properly completed and executed letter of transmittal and all other required documents to the address set forth on the cover page of the letter of transmittal; or
- a computer-generated message transmitted by means of DTC's Automated Tender Offer Program (ATOP) system and forming a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal.

The exchange agent must also receive on or prior to the expiration of the exchange offer either:

- a timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, in accordance with the procedure for book-entry transfers described in this prospectus under the heading "The Exchange Offer—Book-Entry Transfer;" or

- the documents necessary for compliance with the guaranteed delivery procedures described below.

A form of letter of transmittal accompanies this prospectus. By examining the letter of transmittal or delivering a computer-generated message through DTC's Automated Tender Offer Program (ATOP) system, you will represent to us that, among other things:

- the Exchange Notes to be issued to you in the exchange offer are acquired in the ordinary course of your business;
- at the time of the commencement of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes to be issued to you in the exchange offer in violation of the Securities Act;
- you are not our affiliate, as that term is defined in Rule 405 of the Securities Act;
- you are not engaging in, and do not intend to engage in, a distribution of the Exchange Notes to be issued to you in the exchange offer;
- if you are a participating broker-dealer that will receive Exchange Notes for your own account in exchange for the Restricted Notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus in connection with any resale of the Exchange Notes; and
- you are not acting on behalf of any persons or entities who could not truthfully make the foregoing representations.

Special Procedure for Beneficial Owners

If you are the beneficial owner of Restricted Notes and they are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender your Restricted Notes, you should promptly contact the person in whose name your Restricted Notes are registered and instruct that person to tender on your behalf. Any registered holder that is a participant in DTC's book-entry transfer facility system may make book-entry delivery of the Restricted Notes by causing DTC to transfer the Restricted Notes into the exchange agent's account. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal for your Restricted Notes and delivering your Restricted Notes, either make appropriate arrangements to register ownership of the Restricted Notes in your name or obtain a properly completed bond power from the person in whose name your Restricted Notes are registered. The transfer of registered ownership may take considerable time.

Guaranteed Delivery Procedures	If you wish to tender your Restricted Notes and: • they are not immediately available; • time will not permit your Restricted Notes or other required documents to reach the exchange agent before the expiration of the exchange offer; or • you cannot complete the procedure for book-entry transfer on a timely basis, you may tender your Restricted Notes in accordance with the guaranteed delivery procedures set forth in "The Exchange Offer—Procedures for Tendering Restricted Notes."
Acceptance of Restricted Notes and Delivery of Exchange Notes	Except under the circumstances described above under "Conditions to the Exchange Offer," we will accept for exchange any and all Restricted Notes which are properly tendered in the exchange offer prior to 5:00 p.m., New York City time, on the expiration date. The Exchange Notes to be issued to you in the exchange offer will be delivered promptly following the expiration date. See "The Exchange Offer—Terms of the Exchang Offer."
Withdrawal	You may withdraw the tender of your Restricted Notes at any time prior to 5:00 p.m., New York City time, on the expiration date. We will return to you any Restricted Notes not accepted for exchange for any reason without expense to you as promptly as we can after the expiration or termination of the exchange offer.
Use of Proceeds	We will not receive any proceeds from the exchange offer.
Exchange Agent	Wilmington Trust FSB is serving as the exchange agent in connection with the exchange offer.
Consequences of Failure to Exchange	If you do not participate in the exchange offer, upon completion of the exchange offer, the liquidity of the market for your Restricted Notes could be adversely affected. See "The Exchange Offer—Consequences of Failing to Exchange Restricted Notes."
Federal Income Tax Consequences	The exchange of Restricted Notes for Exchange Notes will not be a taxable event for federal income tax purposes. See "U.S. Federal Income Tax Considerations."

Summary of the Terms of the Exchange Notes

The summary below describes the principal terms of the Exchange Notes. Some of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Exchange Notes" section of this prospectus contains a more detailed description of the terms and conditions of the Exchange Notes.

Issuer	Lantheus Medical Imaging, Inc.
Exchange Notes Offered	$250,000,000 aggregate principal amount of our 9.750% Senior Notes due 2017.
Maturity Date	May 15, 2017.
Interest	The Exchange Notes will bear interest at a rate of 9.750% per annum. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.
Interest Payment Dates	We will pay interest on the Exchange Notes semi-annually, in arrears, on May 15 and November 15, commencing November 15, 2010.
Ranking	The Exchange Notes will be our senior unsecured obligations. Accordingly, they will rank: • effectively subordinate to all of our existing and future secured indebtedness, including indebtedness under our revolving credit facility, to the extent of the value of the collateral securing such indebtedness; • effectively subordinate to all existing and future indebtedness and other liabilities of any non-guarantor subsidiaries (other than indebtedness and other liabilities owed to us); • equal in right of payment to all of our existing and future senior unsecured indebtedness; and • senior in right of payment to all of our future senior subordinated indebtedness. As of June 30, 2010, we had total indebtedness in an aggregate principal amount of $250.0 million consisting entirely of the Restricted Notes subject to the Exchange Offer, none of which was secured indebtedness and none of which was junior in right of payment to the notes.
Guarantees	The Exchange Notes will be fully and unconditionally guaranteed on a senior unsecured basis by our parent, Lantheus Intermediate, and by each of our existing and future wholly-owned domestic subsidiaries. In the future, the guarantees may be released or terminated under certain circumstances. See "Description of the Exchange Notes—Guarantees."

Each guarantee will rank:

- effectively subordinate to all existing and future secured indebtedness of the guarantor, including its guarantee of indebtedness under our revolving credit facility, to the extent of the value of the collateral securing such indebtedness;
- equal in right of payment to all existing and future senior indebtedness of the guarantor; and
- senior in right of payment to all existing and future senior subordinated indebtedness of the guarantor.

Our foreign subsidiaries and any future unrestricted subsidiaries will not guarantee our obligations under the Exchange Notes. In the event of a bankruptcy, liquidation or reorganization of any of these non-guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts and their trade creditors before they will be able to distribute any of their assets to us. For the year ended December 31, 2009, our non-guarantor subsidiaries accounted for approximately 19.5% of our total revenues. In addition, as of December 31, 2009, our non-guarantor subsidiaries held approximately 11.3% of our consolidated assets and had approximately 10% of liabilities (including trade payables), to which the notes and guarantees would have been structurally subordinated.

Optional Redemption

At any time prior to May 15, 2013, we may redeem up to 35% of the aggregate principal amount of the Exchange Notes with the net cash proceeds of certain equity offerings at the redemption price set forth under "Description of the Exchange Notes—Optional Redemption."

At any time prior to May 15, 2014, we may redeem the Exchange Notes, in whole or in part, at a "make-whole" redemption price set forth under "Description of the Exchange Notes—Optional Redemption."

On and after May 15, 2014, we may redeem the Exchange Notes, in whole or in part, at the redemption prices set forth under "Description of the Exchange Notes—Optional Redemption."

Certain Covenants

The indenture governing the Exchange Notes will contain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur additional debt;
- pay dividends or make other distributions;
- redeem stock;
- issue stock of subsidiaries;

- make certain investments;
- create liens;
- enter into transactions with affiliates; and
- merge, consolidate or transfer all or substantially all of our assets.

These covenants are subject to important exceptions and qualifications. See "Description of the Exchange Notes—Certain Covenants."

Change of Control

If a change of control occurs, we must offer to repurchase the Exchange Notes at the price set forth under "Description of the Exchange Notes—Repurchase at the Option of Holders—Change of Control."

Form and Denomination

The Exchange Notes will be book-entry only and registered in the name of DTC or its nominee. The Exchange Notes will be issuable in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Risk Factors

Investing in the Exchange Notes involves substantial risks. You should consider carefully the information set forth in the section entitled "Risk Factors" beginning on page 15 and all other information contained in this prospectus before deciding to invest in the Exchange Notes.

Summary Consolidated Financial Data

The following table sets forth (i) summary consolidated financial data for Lantheus Intermediate, our parent company and a guarantor of the notes (the "Successor"), as of and for the six months ended June 30, 2009 and 2010, which have been derived from the unaudited consolidated financial statements of Lantheus Intermediate included elsewhere in this prospectus, (ii) summary consolidated financial data for Lantheus Intermediate, our parent company and a guarantor of the notes (the Successor), for the fiscal years ended December 31, 2008 and 2009, which have been derived from the audited consolidated financial statements of Lantheus Intermediate included elsewhere in this prospectus and (iii) summary consolidated financial data for Bristol-Myers Squibb Medical Imaging, Inc. ("BMSMI") (the "Predecessor," formerly a division of BMS and now known as Lantheus Medical Imaging, Inc.) for the year ended December 31, 2007, which have been derived from the audited financial statements of BMSMI included elsewhere in this prospectus.

The financial statements of BMSMI for the year ended December 31, 2007 were prepared in connection with Avista's acquisition of Lantheus on January 8, 2008 and contain expense allocations for corporate functions historically provided to BMSMI by BMS and not costs that we would have incurred as a stand-alone entity. These statements have been prepared using the Predecessor's bases in the assets and liabilities and the historical results of operations. As a result, the financial statements of BMSMI for the year ended December 31, 2007 are not comparable to our financial statements for subsequent periods. See "Basis of Financial Information."

The summary consolidated financial data set forth below and elsewhere in this prospectus are not necessarily indicative of our future performance. You should read this information together with "Capitalization," "Selected Consolidated Financial Data," "Management's Discussion and Analysis of

Financial Condition and Results of Operations" and the audited and unaudited consolidated financial statements and related notes included elsewhere in this prospectus.

	Predecessor	Successor			
	Year Ended December 31,			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(dollars in thousands)				
Statement of Operations:					
Total revenues	$ 629,177	$ 536,844	$ 360,211	$ 200,871	$ 162,567
Cost of goods sold(1)	223,674	244,496	184,844	94,289	85,694
General and administrative expenses(1)	28,331	64,909	35,430	19,402	14,626
Sales and marketing expenses(1)	64,724	45,730	42,337	21,764	23,072
Research and development expense	50,005	34,682	44,631	21,925	23,122
In-process research and development	—	28,240	—	—	—
Restructuring and other charges, net	9,841	—	—	—	—
Operating income	252,602	118,787	52,969	43,491	16,053
Interest expense	—	31,038	13,458	7,847	7,136
Interest income	—	693	73	32	82
Loss on early extinguishment of debt	—	—	—	—	3,057
Other (expense) income, net	(4,224)	2,950	2,720	1,462	(110)
Income before income taxes	248,378	91,392	42,304	37,138	5,832
Income tax provision	97,073	48,606	21,952	18,461	2,412
Net income	$ 151,305	$ 42,786	$ 20,352	$ 18,677	$ 3,420
Statement of Cash Flows Data:					
Net cash flows provided by (used in):					
Operating activities	$ 243,218	$ 178,445	$ 95,783	$ 60,940	$ 12,642
Investing activities	(4,808)	(530,832)	(38,351)	(32,728)	(4,386)
Financing activities	(235,880)	376,466	(49,102)	5,073	(16,137)
Other Financial Data:					
EBITDA(2)	$ 320,366	$ 192,797	$ 96,214	$ 63,698	$ 33,104
Adjusted EBITDA(2)	332,592	248,091	99,935	64,665	35,887
Capital expenditures	4,808	12,175	8,856	3,939	4,171

	Successor
	As of June 30, 2010
Balance Sheet and Other Data:	
Cash and cash equivalents	$ 23,645
Total assets	489,491
Total long-term debt	250,000
Total stockholders' equity	150,515
Net debt(3) to Adjusted EBITDA(2)	3.2x(4)

(1) For comparability purposes, a reclassification totaling $15,788 has been made from general and administrative and sales and marketing expenses to cost of goods sold in the Predecessor period to be consistent with the Successor period presentation. Accordingly, these amounts do not agree to the corresponding amounts in the audited financial statements of the Predecessor included elsewhere in this prospectus.

(2) EBITDA is defined as net income plus interest, income taxes, depreciation and amortization. EBITDA is a measure used by management to measure operating performance. Adjusted EBITDA is defined as EBITDA further adjusted to exclude unusual

items and other adjustments. Adjusted EBITDA is used by management to measure operating performance and by investors to measure a company's ability to service its debt and meet its other cash needs. Management believes that the

inclusion of the adjustments to EBITDA applied in presenting Adjusted EBITDA are appropriate to provide additional information to investors about our performance across reporting periods on a consistent basis by excluding items that we do not believe are indicative of our core operating performance. See "Non-GAAP Financial Measures."

The following table provides a reconciliation of our net income to EBITDA and Adjusted EBITDA for the periods presented:

	Predecessor	Successor			
	Year Ended December 31,			Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(dollars in thousands)				
Net income	$ 151,305	$ 42,786	$ 20,352	$ 18,677	$ 3,420
Interest expense, net	—	30,345	13,385	7,815	10,111
Provision for income taxes(a)	97,073	46,131	20,392	17,210	1,946
Depreciation and amortization	71,988	73,535	42,085	19,996	17,627
EBITDA	320,366	192,797	96,214	63,698	33,104
Non-cash stock-based compensation	2,385	1,368	1,209	467	576
Inventory step-up expense(b)	—	8,189	—	—	—
Acquired in-process R&D(c)	—	28,240	—	—	—
Severance costs(d)	9,841	13,775	—	—	130
Transaction expenses(e)	—	2,742	—	—	—
Sponsor fee(f)	—	980	1,060	500	500
Ablavar technology transfer costs(g)	—	—	910	—	1,068
Ablavar launch costs(h)	—	—	542	—	509
Adjusted EBITDA	$ 332,592	$ 248,091	$ 99,935	64,665	35,887

(a) Represents provision for income taxes less tax indemnification associated with an agreement with BMS.

(b) Represents the revaluation of inventory as a result of the impact of purchase accounting in connection with our acquisition.

(c) Represents in-process R&D relating to our acquisition. Immediately following the closing of the acquisition, the in-process R&D was expensed.

(d) In 2007, consists of severance costs relating to a work force reduction of approximately 150 employees of BMS prior to our acquisition. In 2008, consists of severance costs relating to the closure of our European operations following our acquisition. In 2010, consists of severance costs relating to one of our executive officers.

(e) Represents legal, information technology and human resource advisory services and other advisory fees incurred in connection with our acquisition.

(f) Represents annual sponsor monitoring fee and related expenses.

(g) Represents sales and marketing costs associated with technology transfers to establish a second manufacturing source for Ablavar.

(h) Represents costs associated with the launch of Ablavar.

(3) Net debt is a non-GAAP financial measure and is defined as total debt minus cash and cash equivalents (other than any restricted cash).

(4) Net debt to Adjusted EBITDA is defined as net debt divided by Adjusted EBITDA for the most recent twelve months.

The following table provides a reconciliation of our total long-term debt to net debt and the net debt to Adjusted EBITDA calculation:

Total long-term debt	$ 250,000
Less: Cash	(23,645)
Net debt	226,355
Last six months 2009 Adjusted EBITDA	35,270
First six months 2010 Adjusted EBITDA	35,887
Most recent twelve months Adjusted EBITDA	71,157
Net debt to Adjusted EBITDA	3.2x

We have included information concerning our net debt to Adjusted EBITDA in this prospectus because we believe that such information is used by certain investors as one measure of a company's historical performance.

RISK FACTORS

Participation in the exchange offer and an investment in the notes involves a high degree of risk. You should carefully consider the risks described below, together with the other information contained in this prospectus, before making your decision to participate in the exchange offer or invest in the notes. Any of the following risks, as well as other risks and uncertainties, could harm the value of the notes directly, or our business and financial results and thus indirectly cause the value of the notes to decline. The risks described below are not the only ones that could impact our company or the value of the notes. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, financial condition or results of operations. As a result of any of these risks, known or unknown, you may lose all or part of your investment in the notes.

Risks Relating to our Business and Industry

The global supply of Molybdenum-99 ("Moly") is fragile and not stable. Our dependence on a limited number of third party suppliers for Moly could prevent us from delivering our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues.

A critical ingredient of TechneLite, currently our largest product by annual revenues, is Moly. There are six major reactors located around the world which produce large scale amounts of Moly: NRU located in Canada; HFR located in The Netherlands; BR2 located in Belgium; OSIRIS located in France; SAFARI located in South Africa; and OPAL located in Australia. Moly produced at these reactors is then finished at one of five processing sites: MDS Nordion in Canada; Covidien in The Netherlands; Institute for Radioelements ("IRE") in Belgium, which also processes raw Moly from several other smaller European reactors; NTP Radioisotopes (Pty) Ltd. ("NTP") in South Africa; and the Australian Nuclear Science and Technology Organisation ("ANSTO") in Australia. Finished Moly is then sold to technetium generator manufacturers, including us. Historically, our largest supplier of Moly has been MDS Nordion which has relied on the NRU reactor owned and operated by AECL, a Crown corporation of the Government of Canada, located in Chalk River, Ontario. This reactor was off-line from May 2009 until August 2010 due to a "heavy water" leak in the reactor vessel. The inability of the NRU reactor to produce Moly and MDS Nordion to finish Moly during the shutdown period had a substantial negative effect on our business, results of operations, financial condition and cash flows. Although the NRU reactor returned to service and we are receiving substantial amounts of Moly from MDS Nordion to serve our customers' needs, the NRU reactor is 53 years old and its current license expires in 2011. Although the Government of Canada previously publicly stated its intent to exit the isotope business in the longer term, AECL and the Government of Canada recently stated that they intend to apply to extend the license for the NRU reactor for an additional five years to 2016. However, we cannot assure you that the license will be extended beyond 2011. There can also be no assurance that the NRU reactor will not experience other planned or unplanned shutdowns in the future. Further prolonged planned or unplanned shutdowns would limit the amount of Moly available to us and limit the quantity of TechneLite that we could manufacture, distribute and sell, resulting in a further substantial negative effect on our business, results of operations, financial condition and cash flows.

In the face of the NRU reactor operating challenges, the lack of a long-term commitment by the Government of Canada to the medical isotope industry and the NRU reactor re-licensure risks in 2011, we entered into Moly supply agreements with NTP and IRE to augment our supply of Moly. While this additional Moly supply allowed us to continue to manufacture and sell technetium generators during the NRU reactor shutdown, this replacement Moly production capacity was not, and for the immediate future will not be, able to replace the quantity of supply we otherwise receive from MDS Nordion. Moreover, any further disruption of service from any of our Moly suppliers could have a material adverse effect on our business, results of operations, financial condition and cash flows. We are also

pursuing additional sources of Moly from potential new producers around the world to further augment our current supply, but we cannot assure you that these possible additional sources of Moly will result in commercial quantities of Moly for our business, or that these new suppliers together with our current suppliers will be able to deliver a sufficient quantity of Moly to meet our needs.

U.S., Canadian and international governments have encouraged the development of a number of alternative Moly production projects with existing reactors and technologies as well as new technologies. However, the Moly produced from these projects will likely not become available until 2013, if ever.

With the general instability in the global supply of Moly and recent supply shortages, we have faced substantial increases in the cost of Moly in comparison to historical costs. We attempt to pass these Moly cost increases on to our customers in our customer contracts. If we are not able to do so in the future, our margins may decline further with respect to our TechneLite generators, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, the instability in the global supply of Moly resulted in Moly producers requiring, in exchange for fixed Moly prices, supply minimums in the form of take-or-pay obligations. If we are contractually obligated to purchase greater volumes of Moly than we can sell, these supply minimums could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The Moly supply shortage also had an incremental negative effect on the use of other technetium generator-based diagnostic medical imaging agents, including Cardiolite. With less Moly, we manufactured fewer generators for radiopharmacies and hospitals to make up unit doses of Cardiolite, resulting in decreased share of Cardiolite in favor of Thallium, an older medical isotope that does not require Moly, and other diagnostic modalities. Although we believe that with the return to service of the NRU reactor, Cardiolite sales will benefit, if the Moly supply challenges again become acute, there may be further negative effects on our business, results of operations, financial condition and cash flows.

Our dependence upon third parties for the manufacture and supply of a substantial portion of our products could prevent us from delivering our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues.

We obtain a substantial portion of our products from third party suppliers. We rely on sole source manufacturing for DEFINITY at Ben Venue Laboratories, Inc. ("BVL") and Ablavar at Covidien PLC. We also rely on BVL for a majority of our Cardiolite supply and certain TechneLite accessories. In addition, for reasons of quality assurance or cost effectiveness, we purchase certain components and raw materials from sole suppliers. Because we do not control the actual production of many of the products we sell, we may be subject to delays caused by interruption in production based on conditions outside of our control. At our North Billerica, Massachusetts facility, we manufacture TechneLite on a relatively new, highly automated production line, as well as Thallium and Gallium using our older cyclotron technology. If we or one of our manufacturing partners experiences an event, including a labor dispute, natural disaster, fire, power outage, security or other issue, we may be unable to manufacture the relevant products at previous levels, if at all. Due to the stringent regulations and requirements of the governing regulatory authorities regarding the manufacture of our products, we may not be able to quickly establish additional or replacement sources for certain components or materials. In July 2010, BVL temporarily shut down the facility where they manufacture DEFINITY, Cardiolite and other products in order to upgrade the facility to meet certain European Medicines Agency ("EMEA") requirements. BVL has planned for the shutdown to run through March 2011. In anticipation, BVL manufactured additional inventory of these products to meet our expected needs during this period. There can be no assurance that BVL's facility will return to service in March 2011

or that the inventory supplied will be sufficient to meet demand for our products during the shutdown period.

We have initiated technology transfer activities to establish and secure a second source of supply for each of DEFINITY and Ablavar. We cannot assure you, however, that these activities will be maintained, will be successful, or that before such second source manufacturers are fully functional that we will be able to avoid or mitigate possible interim supply shortages. In addition, we cannot assure you that our existing suppliers or any new suppliers can adequately maintain either their financial health or regulatory compliance to allow continued production and supply. A reduction or interruption in manufacturing, or an inability to secure alternative sources of raw materials or components, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We are highly dependent on payments from third party healthcare payors, including government sponsored programs, particularly Medicare, in the United States and other countries in which we operate, and reductions in third party coverage and reimbursement rates for our products could adversely affect our business and results of operations.

A substantial portion of our revenue depends, in part, on the extent to which the costs of our products are reimbursed by third party private and governmental payors, including Medicare, Medicaid and other U.S. government sponsored programs as well as other non-U.S. governmental payors and private payors. These third party payors exercise significant control over patient access and increasingly use their enhanced bargaining power to secure discounted rates and other requirements that may increase the cost of service or reduce demand for our products. Our potential customers' ability to obtain appropriate reimbursement for products and services from these third party payors affects the selection of products they purchase and the prices they are willing to pay. If these third party payors do not provide appropriate reimbursement for the costs of our products, deny their coverage or reduce their current levels of reimbursement, healthcare professionals may not prescribe our products and providers and suppliers may not purchase our products. In addition, demand for new products may be limited unless we obtain favorable reimbursement policies (including coverage, coding and payment) from governmental and private third party payors at the time of the product's introduction. Third party payors continually review their coverage policies for existing and new therapies and can deny coverage for treatments that include the use of our products or revise payment policies such that payments do not adequately cover the cost of our products. Even if third party payors make coverage and reimbursement available, such reimbursement may not be adequate or these payors' reimbursement policies may have an adverse effect on our business, results of operations, financial condition and cash flows.

Over the past several years, Medicare has implemented numerous changes to payment policies for imaging procedures, some of which have had a negative impact on utilization of imaging services. These include limiting payments in physician offices and free-standing imaging facility settings based upon rates paid to hospital outpatient departments, reducing payments for certain imaging procedures when performed together with other imaging procedures in the same family of procedures, and making significant revisions to the methodology for determining the practice expense portion of Medicare payment, which covers physician office expenses, including staff, equipment and supplies. In 2010, the U.S. government's Centers for Medicare and Medicaid Services ("CMS"), which administers the Medicare program, began a four year transition to changes in the practice expense methodology based upon the Physician Practice Information Survey ("PPIS"), which collected information on physician practice expenses by specialty. For 2010, CMS estimated that these and other changes to Medicare payment policy would reduce payments for cardiology services by approximately 8% and for nuclear medicine services by 18%. Cardiology and nuclear medicine are the key specialties performing imaging procedures using our products. Unless Medicare changes its plans to implement the PPIS fully by 2013 or Congress mandates such changes, payments are expected to be reduced further by 2013.

Reforms to the United States healthcare system may adversely affect our business.

A significant portion of our patient volume is derived from U.S. government healthcare programs, principally Medicare, which are highly regulated and subject to frequent and substantial changes. For example, in March 2010, the President signed one of the most significant healthcare reform measures in decades, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act (collectively, the "Healthcare Reform Act"). It contains a number of provisions, including those governing enrollment in federal healthcare programs, reimbursement changes and fraud and abuse, which will impact existing government healthcare programs and will result in the development of new programs. We cannot assure you that the Healthcare Reform Act will not adversely affect our business and financial results, and we cannot predict how future federal or state legislative or administrative changes relating to healthcare reform will affect our business.

We expect that the Healthcare Reform Act and other healthcare reform measures that may be adopted in the future, such as the Healthcare Reform Act's imposition of a non-deductible excise tax on pharmaceutical manufacturers or importers who sell "branded prescription drugs," could have a material adverse effect on our industry generally and our ability to successfully commercialize our products or could limit or eliminate our spending on development projects.

The Healthcare Reform Act could potentially reduce the number of diagnostic medical imaging procedures performed or could reduce the amount of reimbursements paid for such procedures.

The Healthcare Reform Act is expected to extend coverage to approximately 32 million previously uninsured Americans. However, we cannot predict how many, if any, of those additional insureds would be current or future candidates for diagnostic medical imaging or, if as a result of such larger pool of insured Americans, the aggregate number of diagnostic medical imaging procedures performed in the United States would increase.

Further, the implementation of the Healthcare Reform Act could potentially reduce the aggregate number of diagnostic medical imaging procedures performed in the United States. Under the Healthcare Reform Act, referring physicians under the federal self-referral law must inform patients that they may obtain certain diagnostic imaging services from a provider other than that physician, his or her group practice, or another physician in his or her group practice. The referring physician must provide each patient with a written list of other suppliers who furnish such services in the area in which the patient resides. This new information provision could have the effect of shifting where certain diagnostic medical imaging procedures are performed, which could potentially reduce the overall number of diagnostic medical imaging procedures performed.

For 2010, CMS reduced the per procedure medical imaging reimbursement in the physician office and free-standing imaging facility. CMS intends to transition further reductions in payments through 2013. This could result in physicians or group practices ceasing to provide these services and have the further effect of shifting where certain medical imaging procedures are performed from the physician office and free-standing imaging facility setting to the hospital outpatient setting, which could potentially reduce the overall number of diagnostic medical imaging procedures performed. Further, this could slow the acceptance and introduction of next-generation imaging equipment into the marketplace, which, in turn, could adversely impact the future market adoption of certain of our imaging agents already in the market or currently in clinical or preclinical development. We expect that there will continue to be proposals to reduce or limit Medicare and Medicaid payment for services. To the extent any of these or other provisions of the Healthcare Reform Act have the effect of reducing the aggregate number of diagnostic medical imaging procedures performed in the United States, our business, results of operations, financial condition and cash flows would be adversely affected. See "Business—Regulatory Matters."

Further, we expect that there will continue to be proposals to reduce or limit Medicare and Medicaid payment for services. Rates paid by private third party payors, including those that provide Medicare supplemental insurance, are based, in part, on established physician, clinic and hospital charges and are generally higher than Medicare payment rates. Reductions in the amount of reimbursement paid for diagnostic medical imaging procedures and changes in the mix of our patients between non-governmental payors and government sponsored healthcare programs and among different types of non-government payor sources, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our business and industry are subject to complex and costly regulations. If government regulations are interpreted or enforced in a manner adverse to us or our business, we may be subject to enforcement actions, penalties, exclusion and other material limitations on our operations.

Both before and after the approval of our products and product candidates, we, our products, product candidates, operations, facilities, suppliers, distributors, contract manufacturers, contract research organizations and contract testing laboratories are subject to extensive regulation by federal, state and local government agencies in the United States as well as non-U.S. and transnational laws and regulations, with regulations differing from country to country. In the United States, the FDA regulates, among other things, the pre-clinical testing, clinical trials, manufacturing, safety, efficacy, potency, labeling, storage, record keeping, quality systems, advertising, promotion, sale, distribution, and import and export of drug products. We are required to register our business for permits and/or licenses with, and comply with the stringent requirements of the FDA, the U.S. Drug Enforcement Agency ("DEA"), the U.S. Nuclear Regulatory Commission (the "NRC"), the U.S. Department of Health and Human Services ("HHS"), Health Canada, the EMEA, state and provincial boards of pharmacy, state and provincial health departments and other state and provincial agencies.

For example, we are required to report certain adverse events and production problems, if any, to the FDA, and to comply with requirements concerning advertising and promotion for our products. Also, quality control and manufacturing procedures at our own facility and at third party suppliers must conform to current Good Manufacturing Practices ("cGMP") regulations after approval, and the FDA periodically inspects manufacturing facilities to assess compliance with cGMPs. Accordingly, we and others with whom we work must expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production, and quality control.

In addition, we are subject to laws and regulations that govern financial and other arrangements among healthcare providers, including federal and state anti-kickback statutes, federal and state false claims laws and regulations, beneficiary inducement laws and regulations, and other fraud and abuse laws and regulations.

For example, we are currently in the process of entering into a Medicaid Drug Rebate Agreement, which could subject us to potential liability under the False Claims Act. Although we and most of our competitors have not previously entered into such an agreement and it is unclear that it is required, we have received inquiries from several states and have decided to enter into such agreement at this time. Determination of the rebate amount for our products under the Medicaid program, as well as determination of payment amounts under Medicare and certain other third party payers, including government payers, depends upon information reported by us to the government. If we provide customers or government officials with inaccurate information about the products' eligibility for reimbursement, or the products fail to satisfy eligibility requirements, we could be subject to potential liability under the False Claims Act or other laws and regulations.

Additionally, funds received under all healthcare reimbursement programs are subject to audit with respect to the proper billing. Our customers engage in billing and as such, retroactive adjustments of revenue from these programs could occur.

Failure to comply with other requirements and restrictions placed upon us by laws and regulations can result in fines, civil and criminal penalties, program exclusion and debarment. Possible consequences of such actions could include:

- substantial modifications to our business practices and operations; a total or partial shutdown of production in one or more of our facilities while we remediate the alleged violation;
- delays in or the inability to obtain future pre-market clearances or approvals; and
- withdrawals or suspensions of current products from the market.

Regulations are subject to change as a result of legislative, administrative or judicial action, which may also increase our costs or reduce sales. Violation of any of these regulatory schemes, individually or collectively, could disrupt our business and have a material adverse affect on our business, results of operations, financial condition and cash flows.

It is time consuming and costly to obtain regulatory approval for our product candidates, which could delay or prevent us from being able to generate revenue from product sales.

We are not permitted to market our product candidates in the United States or other countries until we have received requisite regulatory approvals. For example, securing FDA approval requires the submission of a new drug application ("NDA") to the FDA for our drug candidates. The NDA must include extensive nonclinical and clinical data and supporting information to establish the product candidate's safety and effectiveness for each indication. The NDA must also include significant information regarding the chemistry, manufacturing and controls for the product. The FDA review process can take many years to complete, and approval is never guaranteed. If a product is approved, the FDA may limit the indications for which the product may be marketed, require extensive warnings on the product labeling, impose restricted distribution programs, require expedited reporting of certain adverse events, or require costly ongoing requirements for post-marketing clinical studies and surveillance or other risk management measures to monitor the safety or efficacy of the product candidate. Markets outside of the United States also have requirements for approval of drug candidates with which we must comply prior to marketing. Obtaining regulatory approval for marketing of a product candidate in one country does not ensure we will be able to obtain regulatory approval in other countries, but a failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in other countries. Also, any regulatory approval of any of our products or product candidates, once obtained, may be withdrawn. Approvals might not be granted on a timely basis, if at all.

Any failure or significant delay in completing clinical trials for our product candidates, or in receiving regulatory approval for the sale of our product candidates, may severely harm our business and delay or prevent us from being able to generate revenue from product sales. See "—Our business and industry are subject to complex and costly regulations. If government regulations are interpreted or enforced in a manner adverse to us or our business, we may be subject to enforcement actions, penalties and other material limitations on our operations."

Challenges with product quality or product performance, including defects, caused by us or our suppliers could result in a decrease in customers and sales, unexpected expenses and loss of market share.

The manufacture of our products is highly exacting and complex and must meet stringent quality requirements, due in part to strict regulatory requirements, including the FDA's cGMPs. Problems may arise during manufacturing for a variety of reasons including equipment malfunction, failure to follow specific protocols and procedures, defective raw materials and environmental factors. Additionally, manufacturing flaws, component failures, design defects, off-label uses or inadequate disclosure of product-related information could result in an unsafe condition or the injury or death of a patient.

Such events could lead to a recall of, or issuance of a safety alert relating to, our products. We also may undertake voluntarily to recall products or temporarily shut down production lines based on internal safety and quality monitoring and testing data.

These problems could cause us to incur significant costs, including costs to replace products, lost revenue, damage to customer relationships, time and expense spent investigating the cause, and potentially cause similar losses with respect to other products. Such problems could also divert the attention of our management research and development personnel from product development efforts. If we deliver products with defects, or if there is a perception that our products contain errors or defects, we could incur recall and product liability costs, and our credibility and the market acceptance and sales of our products could materially decline. Due to the strong name recognition of our brands, an adverse event involving one of our products could result in reduced market acceptance and demand for all products within that brand, and could harm our reputation and our ability to market our products in the future. In some circumstances, adverse events arising from or associated with the design, manufacture or marketing of our products could result in the suspension or delay of regulatory reviews of our applications for new product approvals. Such problems could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Our marketing and sales practices may contain risks that could result in significant liability, require us to change our business practices and restrict our operations in the future.

We are subject to federal, state and local laws targeting fraud and abuse in the healthcare industry, including the federal fraud and abuse law (the "Federal Anti-Kickback Statute"), the False Claims Act, the Foreign Corrupt Practices Act, the self-referral laws and restrictions on the promotion of off-label uses of our products. Violations of these laws are punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in healthcare programs such as Medicare and Medicaid as well as health programs outside the United States. These laws and regulations are complex and subject to changing interpretation and application, which could restrict our sales or marketing practices. Even minor, inadvertent irregularities in claim submissions could potentially give rise to a charge that the law has been violated. Although we believe we maintain an appropriate compliance program, it may not be adequate in the detection or prevention of violations and/or the relevant regulatory authorities may disagree. Additionally, if there is a change in law, regulation or administrative or judicial interpretations, we may have to change one or more of our business practices to be in compliance with these laws. Required changes could be costly and time consuming. The recently enacted Healthcare Reform Act imposes new reporting and disclosure requirements on device and drug manufacturers for any "transfer of value" made or distributed to prescribers and other healthcare providers, effective March 30, 2013. Such information will be made publicly available in a searchable format beginning September 30, 2013. In addition, device and drug manufacturers will also be required to report and disclose any investment interests held by physicians and their immediate family members during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to $150,000 per year (and up to $1 million per year for "knowing failures"), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. Finally, under the Healthcare Reform Act, effective April 1, 2012, pharmaceutical manufacturers and distributors must provide the HHS with an annual report on the drug samples they provide to physicians.

The Healthcare Reform Act also provides greater financial resources to be allocated to enforcement of these laws and regulations and lower proof-standards for the Federal Anti-Kickback Statute and criminal healthcare fraud statutes, which may increase overall compliance costs for industry participants, including us. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the Healthcare Reform Act provides that the government may assert that a claim including items or services resulting from a violation of the Federal

Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the false claims statutes. The violation of these laws, or our exclusion from such programs as Medicare, Medicaid and other governmental programs, a result of a violation of such laws, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Ultrasound contrast agents may cause side effects which could limit our ability to sell DEFINITY.

DEFINITY is an ultrasound contrast agent based on perflutren lipid microspheres. In 2007, the FDA received reports of deaths and serious cardiopulmonary reactions following the administration of ultrasound micro-bubble contrast agents used in echocardiography. Four of the 11 reported deaths were caused by cardiac arrest occurring either during infusion or within 30 minutes following the administration of the contrast agent; most of the serious but non-fatal reactions also occurred in this time frame. As a result, in October 2007, the FDA requested that we and GE Healthcare, which distributes Optison, a competitor to DEFINITY, add a boxed warning to these products emphasizing the risk for serious cardiopulmonary reactions and that the use of these products was contraindicated in certain patients. In a strong reaction by the cardiology community to the FDA's new position, a letter was sent to the FDA, signed by 161 doctors, stating that the benefit of these ultrasound contrast agents outweighed the risks and urging that the boxed warning be removed. In May 2008, the FDA substantially modified the boxed warning, which, however, is still in place. Further, the discovery of additional safety issues may result in further changes in labeling or result in restrictions on the approval of our product, including removal of the product from the market. Lingering safety concerns about DEFINITY among some healthcare providers or future unanticipated side effects or safety concerns associated with DEFINITY could have a material adverse effect on the unit sales of this product and our financial condition and results of operations.

Gadolinium-based imaging agents may cause side effects which could limit our ability to sell Ablavar.

Ablavar is a contrast agent that contains gadolinium. Gadolinium contrast agents have been associated with the development of a very rare skin disease, nephrogenic systemic fibrosis ("NSF"). It has also been reported that NSF may affect the internal anatomy as well as the skin. In May 2007, the FDA requested that manufacturers of all gadolinium-containing contrast agents add a boxed warning and a new warning section that describes the risk of NSF because it is currently impossible to definitively determine whether the extent of risks for developing NSF are the same for all gadolinium-containing agents. In September 2010, the FDA requested that additional safety-related label changes be implemented for all gadolinium-based contrast agents to highlight the risks of NSF. Of the seven gadolinium-based contrast agents currently approved for use in the United States, three of them were required by the FDA to include certain new contraindications relating to severe kidney disease. The FDA required no substantial changes to the Ablavar prescribing information. We are aware of ongoing litigation in the United States relating to the use of imaging agents containing gadolinium. When it was purchased by us from EPIX in April 2009, Ablavar was known as Vasovist. To date, there have been no reported cases of NSF in connection with the administration of Ablavar or, to our knowledge, Vasovist, and neither we nor EPIX have been named as a party or joined in any litigation relating to NSF. We believe that over 90,000 doses of Ablavar and Vasovist have been sold to date. However, in the event Ablavar is directly linked to this very rare disease or other unanticipated side effects, such safety concerns could have a material adverse effect on the sales of this product, and our financial conditions and results of operations.

Our business depends on our ability to introduce new products and adapt to a changing technology and diagnostic landscape.

The healthcare industry is characterized by continuous technological development resulting in changing customer preferences and requirements. The success of new product development depends on

many factors, including our ability to anticipate and satisfy customer needs, obtain regulatory and reimbursement approvals on a timely basis, develop and manufacture products in a cost-effective and timely manner, maintain advantageous positions with respect to intellectual property and differentiate our products from our competitors. To compete successfully in the marketplace, we must make substantial investments in new product development whether internally or externally through licensing or acquisitions. Our failure to introduce new and innovative products in a timely manner would have an adverse effect on our business, results of operations, financial condition and cash flows.

Even if we are able to develop, manufacture and obtain regulatory and reimbursement approvals for our new products, the success of these products would depend upon market acceptance. Levels of market acceptance for our new products could be affected by a number of factors, including:

- the availability of alternative products from our competitors, including, in the case of Ablavar, being one of seven gadolinium-based contrast agents currently approved for use in the United States;
- the price of our products relative to those of our competitors;
- the timing our market entry;
- our ability to market and distribute our products effectively, including, in the case of our PET Perfusion Agent ("PPA"), the creation of a complex field-based manufacturing and distribution network involving PET cyclotrons located at radiopharmacies where the agent will be manufactured and distributed rapidly to end-users, given the agent's 110-minute half-life; and
- market acceptance of our products, including, in the case of DEFINITY, appropriate resources to administer an intravenous agent during an echocardiography procedure, and in the case of PPA, sufficient market penetration of PET cameras to which nuclear cardiologists have reasonable access.

The field of diagnostic medical imaging is dynamic, with new products, including equipment and agents, continually being developed and existing products continually being refined. Our own diagnostic imaging agents compete not only with other similarly administered imaging agents but also with imaging agents employed in different and often competing diagnostic modalities. New imaging agents in a given diagnostic modality may be developed that provide benefits superior to the then-dominant agent in that modality, resulting in commercial displacement. Similarly, changing perceptions about comparative efficacy and safety including, among other things, comparative radiation exposure, as well as changing availability of supply may favor one agent over another or one modality over another. For example, prior to the recent outage of the NRU reactor, we experienced a slow annual decline in demand for Thallium as a myocardial perfusion imaging agent, in favor of Cardiolite which has superior safety and efficacy characteristics. To the extent there is technological obsolescence in any of our products that we manufacture, resulting in lower unit sales or decreased unit sales prices, we will have increased unit overhead allocable to the remaining share, which could have a material adverse effect on our business, results of operations, financial condition and cash flows. In addition, in the case of a new product such as Ablavar, if we do not ultimately meet our sales expectations for that product or we cannot sell the quantity of that product we are committed to purchase from our manufacturers prior to that product's expiration, we will incur inventory losses and/or losses on our purchase commitments. To the extent any of the products we manufacture become less available because of supply constraints or other events beyond our control, our current customers may begin to favor a competing agent or a competing diagnostic modality which could have a material adverse effect on our business, results of operation, financial condition and cash flows.

Our current portfolio of products primarily focuses on heart disease and vascular disease. This particular focus, however, may not be in our long-term best interest if the incidence and prevalence of heart disease and vascular disease decrease over time. Despite the aging population in the affluent parts of the world where diagnostic medical imaging is most frequently used, government and private efforts to promote preventative cardiac care through exercise, diet and improved medications could decrease the overall demand for our products, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

The process of developing new drugs is complex, time-consuming and costly, and the outcome is not certain.

Two of our pipeline candidates (our PET perfusion contrast agent and our cardiac neuronal imaging agent) are currently in clinical development, while a third pipeline candidate (our vascular remodeling agent) is in pre-clinical development at the lead optimization stage. To obtain regulatory approval for these product candidates, we must conduct extensive human tests, which are referred to as clinical trials, as well as meet other rigorous regulatory requirements. Satisfaction of all regulatory requirements typically takes many years and requires the expenditure of substantial resources. A number of other factors may cause significant delays in the completion of our clinical trials, including unexpected delays in the initiation of clinical sites, slower than projected enrollment, competition with ongoing clinical trials and scheduling conflicts with participating clinicians, regulatory requirements, limits on manufacturing capacity and failure of a product candidate to meet required standards for administration to humans. In addition, it may take longer than we project to achieve study endpoints and complete data analysis for a trial.

Our product candidates are also prone to the risks of failure inherent in drug development and testing. The results of preliminary studies do not predict clinical success, and larger and later-stage clinical trials may not produce the same results as earlier-stage trials. Sometimes, product candidates that have shown promising results in early clinical trials have subsequently suffered significant setbacks in later clinical trials. Product candidates in later-stage clinical trials may fail to show desired safety and efficacy traits, despite having progressed through initial clinical testing. Further, the data collected from clinical trials of our product candidates may not be sufficient to support regulatory approval, or regulators could interpret the data differently and less favorably than we do. Further, the design of a

clinical trial can determine whether its results will support approval of a product, and flaws in the design of a clinical trial may not become apparent until the clinical trial is well advanced. Clinical trials of potential products often reveal that it is not practical or feasible to continue development efforts. Regulatory authorities may require us or our partners to conduct additional clinical testing, in which case we would have to expend additional time and resources. The approval process may also be delayed by changes in government regulation, future legislation or administrative action or changes in regulatory policy that occur prior to or during regulatory review. The failure to provide clinical and preclinical data that are adequate to demonstrate to the satisfaction of the regulatory authorities that our product candidates are safe and effective for their proposed use will delay or preclude approval and will prevent us from marketing those products.

Even if our product candidates proceed successfully through clinical trials and receive regulatory approval, there is no guarantee that an approved product can be manufactured in commercial quantities at reasonable cost or that such a product will be successfully marketed. For example, our PPA will require the creation of a complex, field-based manufacturing and distribution network involving PET cyclotrons located at radiopharmacies where the agent will be manufactured and distributed rapidly to end-users, given the agent's 110-minute half-life. Our development costs will increase if we are required to complete additional or larger clinical trials with respect to product candidates. If the delays or costs are significant, our financial results and our ability to commercialize our product candidates will be adversely affected.

In the United States, we are heavily dependent on a few large customers to generate a majority of our revenues for our nuclear imaging products. Outside of the United States, we rely on distributors to generate a substantial portion of our revenue.

In the United States, we rely on a limited number of radiopharmacy chains, primarily Cardinal Health, Inc. ("Cardinal"), United Pharmacy Partners, Inc. ("UPPI") and GE Healthcare, to distribute our current largest volume nuclear imaging products and generate a majority of our revenues. These three customers accounted for approximately 55% of our total revenues in 2009, with Cardinal, UPPI and GE Healthcare accounting for 30%, 16% and 9%, respectively. In June 2010, Triad Isotopes, a member of UPPI with 26 radiopharmacies in its specific group, completed the purchase of 37 additional U.S. radiopharmacies from Covidien. Among the existing radiopharmacies in the United States, continued consolidation or reorganization may have a negative effect on our business, results of operations, financial condition or cash flows. We generally have distribution arrangements with our major radiopharmacy customers pursuant to multi-year contracts, each of which is subject to renewal, from as soon as December 2010 until as late as December 2014. If we cannot renew these contracts, it could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Outside of the United States, Canada, Australia and Puerto Rico, we have no radiopharmacies or sales force and therefore rely on distributors, either on a country-by-country basis or on a multi-country, regional basis, to market, distribute and sell our products. In certain circumstances, these distributors may also sell competing products to our own or products for competing diagnostic modalities. As a result, we cannot assure you that our international distributors will increase or maintain our current levels of unit sales or increase or maintain our current unit pricing, which, in turn, could have a material adverse effect on our business, results of operations, financial condition and cash flows.

In the ordinary course of business, we may be subject to product liability claims and lawsuits, including potential class actions, alleging that our products have resulted or could result in an unsafe condition or injury.

Any product liability claim brought against us, with or without merit, could be costly to defend and could result in an increase of our insurance premiums. Although we have not had any such claims to

date, claims that could be brought against us might not be covered by our insurance policies. Furthermore, even where the claim is covered by our insurance, our insurance coverage might be inadequate and we would have to pay the amount of any settlement or judgment that is in excess of our policy limits. We may not be able to obtain insurance on terms acceptable to us or at all, since insurance varies in cost and can be difficult to obtain. Our failure to maintain adequate insurance coverage or successfully defend against product liability claims could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We use hazardous materials in our business and must comply with environmental laws and regulations, which can be expensive.

Our operations use hazardous materials and produce hazardous wastes, including radioactive, chemical and in certain circumstances biological materials and wastes. We are subject to a variety of federal, state and local laws and regulations as well as non-U.S. laws and regulations relating to the transport, use, handling, storage and disposal of, and exposure to, these materials and wastes. Environmental laws and regulations are complex, change frequently and have become more stringent over time. We are required to obtain, maintain and renew various environmental and nuclear permits. Although we believe that our safety procedures for transporting, using, handling, storing and disposing of, and limiting exposure to, these materials and wastes complies with the standards prescribed by applicable laws and regulations, the risk of accidental contamination or injury cannot be eliminated. We place a high priority in these safety procedures and seek to limit any inherent risks. We generally contract with third parties for the disposal of wastes generated by our operations, and, prior to disposal, store any low level radioactive waste at our facilities until the materials are no longer considered radioactive. We cannot assure you that we have been or will be in compliance with environmental and health and safety laws at all times. If we violate these laws, we could be fined, criminally charged or otherwise sanctioned by regulators. We may be required to incur further costs to comply with current or future environmental and safety laws and regulations. In addition, in the event of accidental contamination or injury from these materials, we could be held liable for any damages that result and any such liability could exceed our resources.

While we have budgeted for future capital and operating expenditures to maintain compliance with these laws and regulations, we cannot assure you that our costs of complying with current or future environmental protection, health and safety laws and regulations will not exceed our estimates or adversely affect our results of operations and financial condition. Further, we cannot assure you that we will not be subject to additional environmental claims for personal injury or cleanup in the future based on our past, present or future business activities.

If we are unable to protect our intellectual property, our competitors could develop and market products with features similar to our products, and demand for our products may decline.

Our commercial success will depend in part on obtaining and maintaining patent protection and trade secret protection of our technologies and product candidates as well as successfully defending these patents and trade secrets against third party challenges. We will only be able to protect our intellectual property from unauthorized use by third parties to the extent that valid and enforceable patents or trade secrets cover them.

The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. In addition, changes in either the patent laws or in interpretations of patent laws in the United States or other countries may diminish the value of our intellectual property. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our patents or in third party patents.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- we might not have been the first to make the inventions covered by each of our pending patent applications and issued patents, and we could lose our patent rights as a result;
- we might not have been the first to file patent applications for these inventions or our patent applications may not have been timely filed, and we could lose our patent rights as a result;
- others may independently develop similar or alternative technologies or duplicate any of our technologies;
- it is possible that none of our pending patent applications will result in any further issued patents;
- our issued patents may not provide a basis for commercially viable drugs, may not provide us with any protection from unauthorized use of our intellectual property by third parties, and may not provide us with any competitive advantages;
- our patent applications or patents may be subject to interference, opposition or similar administrative proceedings;
- we may not develop additional proprietary technologies that are patentable; or
- the patents of others may have an adverse effect on our business.

Moreover, the issuance of a patent is not conclusive as to its validity or enforceability. A third party may challenge the validity or enforceability of a patent even after its issuance by the U.S. Patent and Trademark Office. It is also uncertain how much protection, if any, will be afforded by our patents if we attempt to enforce them and they are challenged in court or in other proceedings, such as oppositions, which may be brought in U.S. or non-U.S. jurisdictions to challenge the validity of a patent.

The defense and prosecution of intellectual property suits, interferences, oppositions and related legal and administrative proceedings in the United States are costly, time consuming to pursue and result in diversion of resources. The outcome of these proceedings is uncertain and could significantly harm our business. If we are not able to defend the patents of our technologies and products, then we will not be able to exclude competitors from marketing products that directly compete with our products, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We will also rely on trade secrets to protect our technology, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We use reasonable efforts to protect our trade secrets, but our employees, consultants, contractors, outside scientific partners and other advisors may unintentionally or willfully disclose our confidential information to competitors or other third parties. Enforcing a claim that a third party improperly obtained and is using our trade secrets is expensive and time consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect trade secrets. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how. We often rely on confidentiality agreements with our collaborators, employees, consultants and other third parties and invention assignment agreements with our employees to protect our trade secrets and other know-how and proprietary information concerning our business. These confidentiality agreements may not prevent unauthorized disclosure of trade secrets and other proprietary information, and there can be no guarantee that an employee or an outside party will not make an unauthorized disclosure of our trade secrets, other technical know-how or proprietary information. We may not have adequate remedies for any unauthorized disclosure. This might happen intentionally or inadvertently. It

is possible that a competitor will make use of such information, and that our competitive position will be compromised, in spite of any legal action we might take against persons making such unauthorized disclosures, which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We rely on our trademarks, trade names, and brand names to distinguish our products from the products of our competitors, and have registered or applied to register many of these trademarks, including DEFINITY, Cardiolite, TechneLite, Ablavar, Neurolite and Lantheus Medical Imaging, Inc. We cannot assure you that our trademark applications will be approved. Third parties may also oppose our trademark applications, or otherwise challenge our use of the trademarks. If our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources advertising and marketing new brands. Further, we cannot assure you that competitors will not infringe our trademarks, or that we will have adequate resources to enforce our trademarks.

We may be subject to claims that we have infringed, misappropriated or otherwise violated the patent or other intellectual property rights of a third party. The outcome of any such claims is uncertain and any unfavorable result could adversely affect our business, financial condition and results of operations.

We may be subject to claims by third parties that we have infringed, misappropriated or otherwise violated their intellectual property rights. While we believe that the products that we currently manufacture using our proprietary technology do not infringe upon or otherwise violate proprietary rights of other parties or that meritorious defenses would exist with respect to any assertions to the contrary, we cannot assure you that we would not be found to infringe on or otherwise violate the proprietary rights of others.

We may be subject to litigation over infringement claims regarding the products we manufacture or distribute. This type of litigation can be costly and time consuming and could generate significant expenses, damage payments (potentially including treble damages) or restrictions or prohibitions on our use of our technology, which could adversely affect our results of operations. In addition, if we are found to be infringing on proprietary rights of others, we may be required to develop non-infringing technology, obtain a license (which may not be available on reasonable terms, or at all), make substantial one-time or ongoing royalty payments, or cease making, using and/or selling the infringing products, any of which could have a material adverse effect on our business, results of operations, financial condition and cash flows.

We face significant competition in our business and may not be able to compete effectively.

The market for diagnostic medical imaging agents is highly competitive and continually evolving. Our principal competitors in existing diagnostic modalities include large, global companies with substantial financial, manufacturing, sales and marketing, and logistics resources that are more diversified than us, such as Covidien, GE Healthcare, Bayer Schering Pharma AG and Bracco Diagnostics Inc. ("Bracco"), as well as other competitors. We cannot anticipate their competitive actions, such as price reductions on products that are comparable to our own, development of new products that are more cost-effective or have superior performance than our current products, and the introduction of generic versions when our proprietary products lose their patent protection. Our current or future products could be rendered obsolete or uneconomical as a result of this competition. Our failure to compete effectively could cause us to lose market share to our competitors and have a material adverse effect on our business, results of operations, financial condition and cash flows.

Generic competition has eroded our share for Cardiolite and will likely continue to do so. We are currently aware of four separate generic offerings of sestamibi. To the extent generic competitors further reduce their prices, we may be forced to further reduce the price of Cardiolite, which would have an adverse effect on our business, results of operations, financial condition and cash flows.

We may be adversely affected by the current economic environment.

Our ability to attract and retain customers, invest in and grow our business and meet our financial obligations depends on our operating and financial performance, which, in turn, is subject to numerous factors, including the prevailing economic conditions and financial, business and other factors beyond our control, such as the rate of unemployment and the number of uninsured persons in the United States. We cannot anticipate all the ways in which the current economic climate and financial market conditions could adversely impact our business.

We are exposed to risks associated with reduced profitability and the potential financial instability of our customers, many of whom may be adversely affected by the volatile conditions in the financial markets. For example, unemployment and underemployment, and the resultant loss of insurance, may decrease the demand for healthcare services and pharmaceuticals. If fewer patients are seeking medical care because they do not have insurance coverage, our customers may experience reductions in profitability and/or cash flow problems that could lead them to modify, delay or cancel orders for our products. If customers are not successful in generating sufficient revenue or are precluded from securing financing, they may not be able to pay, or may delay payment of, accounts receivable that are owed to us. This, in turn, could adversely affect our financial condition and liquidity. In addition, if economic challenges in the United States result in widespread and prolonged unemployment, either regionally or on a national basis, prior to the effectiveness of certain provisions of the Healthcare Reform Act, a substantial number of people may become uninsured or underinsured. In turn, this may lead to fewer individuals pursuing or being able to afford diagnostic medical imaging procedures. To the extent economic challenges result in fewer procedures being performed, our business, results of operations, financial condition and cash flows could be adversely affected.

Our business is subject to international economic, political and other risks that could negatively affect our results of operations or financial position.

A significant portion of our revenues are derived from countries outside the United States, and we anticipate that revenue from non-U.S. operations may grow. Accordingly, our business is subject to risks associated with doing business internationally, including:

- less stable political and economic environments and changes in a specific country's or region's political or economic conditions;
- potential negative consequences from changes in tax laws affecting our ability to repatriate profits;
- unfavorable labor regulations;
- greater difficulties in relying on non-U.S. courts to enforce either local or U.S. laws, particularly with respect to intellectual property;
- greater difficulties in managing and staffing non-U.S. operations;
- the need to ensure compliance with the numerous regulatory and legal requirements applicable to our business in each of these jurisdictions and to maintain an effective compliance program to ensure compliance with these requirements;
- currency fluctuations;
- changes in trade policies, regulatory requirements and other barriers;
- civil unrest or other catastrophic events; and
- longer payment cycles of non-U.S. customers and difficulty collecting receivables in non-U.S. jurisdictions.

These factors are beyond our control. The realization of any of these or other risks associated with operating in non-U.S. countries could have a material adverse effect on our business, results of operations or financial condition.

We face currency and other risks associated with international sales.

We generate significant revenue from export sales, as well as from operations conducted outside the United States. Operations outside the United States expose us to risks including fluctuations in currency values, trade restrictions, tariff and trade regulations, U.S. export controls, non-U.S. tax laws, shipping delays, and economic and political instability. For example, violations of U.S. export controls could result in fines and the suspension or loss of export privileges which could have a material adverse affect on our business, results of operations, financial conditions and cash flows.

The functional currency of each of our non-U.S. operations is generally the local currency. Exchange rates between some of these currencies and U.S. Dollars have fluctuated significantly in recent years and may do so in the future. It is possible that fluctuations in exchange rates will have a negative effect on our results of operations.

Many of our customer relationships outside of the United States are, either directly or indirectly, with governmental entities, and we could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws outside the United States.

The U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Because of the predominance of government-sponsored healthcare systems around the world, many of our customer relationships outside of the United States are, either directly or indirectly, with governmental entities and are therefore subject to such anti-bribery laws. Our policies mandate compliance with these anti-bribery laws. We operate in many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance programs, our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents. Violations of these laws, or allegations of such violations, could disrupt our business and result in a material adverse effect on our results of operations, financial condition and cash flows.

Our business depends on the continued effectiveness and availability of our information technology infrastructure, and failures of this infrastructure could harm our operations.

To remain competitive in our industry, we must employ information technologies to support manufacturing processes, quality processes, distribution, R&D and regulatory applications that capture, manage and analyze the large streams of data generated in our clinical trials in compliance with applicable regulatory requirements. We rely extensively on technology to allow the concurrent conduct of work sharing around the world. As with all information technology, our systems are vulnerable to potential damage or interruptions from fires, blackouts, telecommunications failures and other unexpected events, as well as to break-ins, sabotage or intentional acts of vandalism. Given the extensive reliance of our business on technology, any substantial disruption or resulting loss of data that is not avoided or corrected by our backup measures could harm our business, operations and financial condition.

We may not be able to hire or retain the number of qualified personnel, particularly scientific, medical and sales personnel, required for our business, which would harm the development and sales of our products and limit our ability to grow.

Competition in our industry for highly skilled scientific, healthcare and sales personnel is intense. If we are unable to retain our existing personnel, or attract and train additional qualified personnel, either because of competition in our industry for such personnel or because of insufficient financial resources, our growth may be limited and it could have a material adverse effect on our business.

If we lose the services of our key personnel, our business could be adversely affected.

Our success is substantially dependent upon the performance, contributions and expertise of our chief executive officer, executive leadership and senior management team. Some members of our executive leadership and senior management team play a significant role in generating new business and retaining existing customers. Our inability to retain our existing executive leadership and senior management team or attract and retain additional qualified personnel could have a materially adverse effect on our business.

We will incur substantial ongoing costs as a result of being obligated to file reports under the Securities Exchange Act of 1934, as amended, or the Exchange Act, and our management will be required to devote substantial time to new compliance initiatives.

In connection with this exchange offer, we will be required to file annual, quarterly and current reports under the Exchange Act with the Commission with respect to our business and financial condition. In addition, the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as well as rules subsequently implemented by the Commission have imposed various requirements on public companies, including the establishment and maintenance of effective disclosure controls and procedures, internal controls and corporate governance practices. Accordingly, we will incur significant legal, accounting and other expenses that we did not incur as a private company.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective internal controls for financial reporting and disclosure. While we currently have internal policies and procedures in place relating to financial reporting which are adequate for a privately-held company, we are not yet in compliance with the Sarbanes-Oxley Act. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal controls over financial reporting to be compliant with the Sarbanes-Oxley Act, significant resources and management oversight will be required. This may divert management's attention from other business concerns which could harm our business, results of operations and financial condition, and substantially increase our accounting, legal and compliance costs.

Risks Related to the Notes

We have a substantial amount of indebtedness which may limit our financial and operating activities and may adversely affect our ability to incur additional debt to fund future needs.

As of June 30, 2010, we had approximately $250.0 million of total indebtedness. In addition, we have up to $42.5 million of additional borrowing capacity under our revolving credit facility. Our substantial indebtedness and any future indebtedness we incur could:

- require us to dedicate a substantial portion of cash flow from operations to the payment of principal, and interest on, indebtedness, thereby reducing the funds available for other purposes;

- make it more difficult for us to satisfy and comply with our obligations with respect to the notes;

- subject us to increased sensitivity to interest rate increases;
- make us more vulnerable to economic downturns, adverse industry conditions or catastrophic external events;
- limit our ability to withstand competitive pressures;
- reduce our flexibility in planning for or responding to changing business, industry and economic conditions; and/or
- place us at a competitive disadvantage to competitors that have relatively less debt than we have.

In addition, our substantial level of indebtedness could limit our ability to obtain additional financing on acceptable terms, or at all, for working capital, capital expenditures and general corporate purposes. Our liquidity needs could vary significantly and may be affected by general economic conditions, industry trends, performance and many other factors not within our control.

Despite our substantial indebtedness, we may incur more debt, which could exacerbate the risks described above.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future subject to the limitations contained in the agreements governing our debt. Although these agreements restrict us and our restricted subsidiaries from incurring additional indebtedness, these restrictions are subject to important exceptions and qualifications. If we or our subsidiaries incur additional debt, the risks that we and they now face as a result of our high leverage could intensify. In addition, the indenture governing the notes and the agreement governing our revolving credit facility will not prevent us from incurring obligations that do not constitute indebtedness under the agreements.

Our debt agreements will contain restrictions that will limit our flexibility in operating our business.

The indenture governing the notes and the agreement governing our revolving credit facility contain various covenants that limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries' ability to, among other things:

- incur additional debt;
- pay dividends or make other distributions;
- redeem stock;
- issue stock of subsidiaries;
- make certain investments;
- create liens;
- enter into transactions with affiliates; and
- merge, consolidate or transfer all or substantially all of our assets.

Additionally, the agreement governing our revolving credit facility requires us to maintain certain financial ratios. A breach of any of these covenants could result in a default under the indenture governing the notes and the agreement governing our revolving credit facility. We may also be unable to take advantage of business opportunities that arise because of the limitations imposed on us by the restrictive covenants under our indebtedness.

We may not be able to generate sufficient cash flow to meet our debt service obligations.

Our ability to generate sufficient cash flow from operations to make scheduled payments on our debt obligations will depend on our future financial performance, which will be affected by a range of economic, competitive and business factors, many of which are outside of our control. If we do not generate sufficient cash flow from operations to satisfy our debt obligations, including interest payments and the payment of principal at maturity, we may have to undertake alternative financing plans, such as refinancing or restructuring our debt, selling assets, entering into corporate collaborations or licensing arrangements for one or more of our product candidates, reducing or delaying capital investments or seeking to raise additional capital. We cannot assure you that any refinancing would be possible, that any assets could be sold, licensed or partnered, or, if sold, licensed or partnered, of the timing of the transactions and the amount of proceeds realized from those transactions, that additional financing could be obtained on acceptable terms, if at all, or that additional financing would be permitted under the terms of our various debt instruments then in effect. Furthermore, our ability to refinance would depend upon the condition of the finance and credit markets. Our inability to generate sufficient cash flow to satisfy our debt obligations, or to refinance our obligations on commercially reasonable terms or on a timely basis, would have an adverse effect on our business, results of operations and financial condition.

Your right to receive payments on the notes is effectively subordinated to the rights of our existing and future secured creditors. Further, the guarantees of the notes will be effectively subordinated to all of the guarantors' existing and future secured indebtedness.

Holders of our existing or future secured indebtedness and holders of existing or any future secured indebtedness of the guarantors will have claims that are prior to your claims as holders of the notes to the extent of the value of the assets securing that other indebtedness. The notes will be effectively subordinated to all of that secured indebtedness, including indebtedness under our revolving credit facility and any other future senior secured credit facility. In the event of any distribution or payment of our or the guarantors' assets in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy proceeding, holders of secured indebtedness will have a prior claim to those assets that constitute their collateral. Holders of the notes will participate in the distribution or payment of our and the guarantors' remaining assets ratably with all holders of our and the guarantors' unsecured indebtedness that is deemed to be of the same class as the notes, and potentially with all of our other general creditors, based upon the respective amounts owed to each holder or creditor. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the notes. As a result, holders of notes may receive less, ratably, than holders of secured indebtedness.

The notes are effectively subordinated to the liabilities of our subsidiaries that do not guarantee the notes.

Certain of our subsidiaries, including all of our non-U.S. subsidiaries, will not guarantee the notes. To the extent that any of our subsidiaries do not guarantee the notes, the notes will be structurally subordinated to all existing and future obligations, including indebtedness, of such non-guarantor subsidiaries. The claims of creditors of the non-guarantor subsidiaries, including trade creditors, will have priority as to the assets of those subsidiaries.

For the year ended December 31, 2009, our non-guarantor subsidiaries accounted for approximately 19.5% of our total revenues. In addition, as of December 31, 2009, our non-guarantor subsidiaries held approximately 11.3% of our consolidated assets and had approximately 10% of liabilities (including trade payables), to which the notes and guarantees would have been structurally subordinated.

We are permitted to create unrestricted subsidiaries, which will not provide guarantees of the notes or be subject to any of the covenants in the indenture, and we may not be able to rely on the cash flow or assets of those unrestricted subsidiaries to pay our indebtedness.

Unrestricted subsidiaries will not provide guarantees of the notes or be subject to the covenants under the indenture governing the notes. As a result, our unrestricted subsidiaries will be able to engage in many of the activities that we and our restricted subsidiaries are prohibited or limited from doing under the terms of the indenture governing the notes, such as selling, conveying or distributing assets, incurring additional debt, pledging assets, guaranteeing debt, paying dividends, making investments and entering into mergers or other business combinations, subject to certain restrictive covenants in any of their financing documents, as applicable. These actions could be detrimental to our ability to make payments of principal and interest when due and to comply with our other obligations under the notes, and may reduce the amount of our assets that will be available to satisfy your claims should we default on the notes. As of June 30, 2010, we did not have any unrestricted subsidiaries.

We may choose to redeem notes when prevailing interest rates are relatively low.

We may choose to redeem the notes from time to time, especially when prevailing interest rates are lower than the rate borne by the notes. If prevailing rates are lower at the time of redemption, you would not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as the interest rate on the notes being redeemed. Our redemption right also may adversely impact your ability to sell your notes as the optional redemption date or period approaches.

Federal and state statutes allow courts, under specific circumstances, to avoid guarantees and to require noteholders to return payments received from us or the guarantors.

Our creditors or the creditors of our guarantors could challenge the guarantees as fraudulent conveyances or on other grounds. Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, the delivery of the guarantees could be avoided as fraudulent transfers if a court determined that the applicable guarantor, at the time it incurred the indebtedness evidenced by its guarantee or granted its lien:

- delivered the guarantee with the intent to hinder, delay or defraud its existing or future creditors; or
- received less than reasonably equivalent value or did not receive fair consideration for the delivery of the guarantee, and that such guarantor was insolvent or rendered insolvent at the time it delivered the guarantee;
- was engaged in a business or transaction for which such guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

If the guarantees were avoided or limited under fraudulent transfer or other laws, any claim you may make against us for amounts payable on the notes would be effectively subordinated to all of the indebtedness and other obligations of our guarantors, including trade payables and any subordinated indebtedness.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;

- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they became absolute and matured; or

- it could not pay its debts as they became due.

We cannot be sure what standard a court would apply in making these determinations or, regardless of the standard, that a court would not void the guarantees or that any guarantee would not be subordinated to a guarantor's other indebtedness. In a recent Florida bankruptcy case, a similar provision was found to be ineffective to protect the guarantees.

Any future note guarantees provided after the notes are issued could also be avoided by a trustee in bankruptcy.

The indenture governing the notes provides that certain of our future subsidiaries will guarantee the notes. Any future note guarantee for the benefit of the noteholders might be avoidable by the grantor (as debtor-in-possession) or by its trustee in bankruptcy or other third parties if certain events or circumstances exist or occur. For instance, if the entity granting the future note guarantee were insolvent at the time of the grant and if such grant was made within 90 days, or in certain circumstances, a longer period, before that entity commenced a bankruptcy proceeding, and the granting of the future note guarantee enabled the noteholders to receive more than they would if the grantor were liquidated under Chapter 7 of the U.S. Bankruptcy Code, then such note guarantee could be avoided as a preferential transfer.

We may not be able to fulfill our repurchase obligations with respect to the notes upon a change of control.

If we experience certain specific change of control events, we will be required to offer to repurchase all of our outstanding notes at 101% of the principal amount of such notes plus accrued and unpaid interest to the date of repurchase. We cannot assure you that we will have available funds sufficient to pay the change of control purchase price for any or all of the notes that might be tendered in the change of control offer.

The definition of change of control in the indenture governing the notes offered hereby includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition of "all or substantially all" of our and our restricted subsidiaries' assets, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase such notes as a result of a sale, transfer, conveyance or other disposition of less than all of our and our "restricted subsidiaries" assets taken as a whole to another person or group may be uncertain. In addition, a recent Delaware Chancery Court decision raised questions about the enforceability of provisions, which are similar to those in the indenture governing the notes offered hereby, related to the triggering of a change of control as a result of a change in the composition of a board of directors. Accordingly, the ability of a holder of notes to require us to repurchase notes as a result of a change in the composition of our board of directors may be uncertain.

In addition, our revolving credit facility contains, and any future credit agreement likely will contain, restrictions or prohibitions on our ability to repurchase the notes under certain circumstances. If these change of control events occur at a time when we are prohibited from repurchasing the notes, we may seek the consent of our lenders to purchase the notes or could attempt to refinance the borrowings that contain these prohibitions or restrictions. If we do not obtain our lender's consent or refinance these borrowings, we will not be able to repurchase the notes. Accordingly, the holders of the notes may not receive the change of control purchase price for their notes in the event of a sale or other change of control, which will give the trustee and the holders of the notes the right to declare an

event of default and accelerate the repayment of the notes. See "Description of the Exchange Notes—Repurchase at the Option of Holders—Change o Control."

An adverse rating of the notes may cause their trading price to fall.

Multiple rating agencies have assigned ratings to the notes. Ratings agencies, however, may lower ratings on the notes or any of our other debt in the future. If rating agencies maintain a lower than-expected rating or reduce, or indicate that they may reduce, their ratings of our debt in the future, the trading price of the notes could significantly decline.

If a bankruptcy petition were filed by or against us, holders of notes may receive a lesser amount for their claim than they would have been entitled to receive under the indenture governing the notes.

If a bankruptcy petition were filed by or against us under the U.S. Bankruptcy Code after the issuance of the notes, the claim by any holder of the notes for the principal amount of the notes may be limited to an amount equal to the sum of:

- the original issue price for the notes; and
- that portion of the original issue discount, if any, that does not constitute "unmatured interest" for purposes of the U.S. Bankruptcy Code.

Any original issue discount that was not amortized as of the date of the bankruptcy filing would constitute unmatured interest. Accordingly, holders of the notes under these circumstances may receive a lesser amount than they would be entitled to receive under the terms of the indenture governing the notes, even if sufficient funds are available.

We are indirectly owned and controlled by Avista and their interests may conflict with yours as a creditor.

Avista and an affiliated co-investment vehicle collectively own approximately 99.5% of Holdings, which is the sole stockholder of Lantheus Intermediate, our parent company. As a result, Avista has the power to elect our board of directors and effectively has control over major decisions regardless of whether holders of the notes believe that any such decisions are in their own best interests. The interests of Avista as an equity holder may conflict with your interests as a holder of the notes. Avista may have an incentive to increase the value of its investment or cause us to distribute funds at the expense of our financial condition and affect our ability to make payments on the notes. In addition, Avista may have an interest in pursuing acquisitions, divestitures, financings or other transactions that it believes could enhance its equity investments even though such transactions might involve risks to you as a holder of the notes.

Risks Related to the Exchange Offer

Your Restricted Notes will not be accepted for exchange if you fail to follow the exchange offer procedures.

We will not accept your Restricted Notes for exchange if you do not follow the exchange offer procedures. We will issue Exchange Notesas part of the exchange offer only after a timely receipt of your Restricted Notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you wish to tender your Restricted Notes, please allow sufficient time to ensure timely delivery. If we do not receive your Restricted Notes, letter of transmittal and other required documents by the time of expiration of the exchange offer, we will not accept your Restricted Notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of Restricted Notes for exchange. If there are defects or irregularities with respect to your tender of Restricted Notes, we will not accept your Restricted Notes for exchange.

If you do not exchange your Restricted Notes, there will be restrictions on your ability to resell your Restricted Notes.

Following the exchange offer, Restricted Notes that you do not tender, that we do not accept or that do not qualify to be registered in a "shelf" registration form will be subject to transfer restrictions. Absent registration, any untendered Restricted Notes may therefore only be offered or sold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws or pursuant to an effective registration statement. If no such exemption is available, you will not be able to sell your notes.

There is no public market for the Exchange Notes, and we cannot assure you that a market for the Exchange Notes will develop.

The Exchange Notes are a new issue of securities for which there is currently no active trading market. We do not intend to file an application to have the Exchange Notes listed on any securities exchange or included for quotation on any automated dealer quotation system. Although the initial purchasers in the original issuance indicated that they intend to make a market in the notes as over-the-counter securities that are not traded on an exchange, they have no obligation to do so and may discontinue market-making activity at any time without notice.

If any of the Exchange Notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities and other factors, including general economic conditions, our financial condition, performance and prospects and prospects for companies in our industry generally. In addition, the liquidity of the trading market in the Exchange Notes and the market prices quoted for the Exchange Notes may be negatively affected by changes in the overall market for high-yield securities. As a result, we cannot assure you that an active trading market will develop for the Exchange Notes.

In addition, we have the right, pursuant to the registration rights agreement, to suspend the use of the registration statement in certain circumstances. In the event of such a suspension you would not be able to sell the notes under the registration statement.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus are forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, including, in particular, statements about our plans, strategies, prospects and industry estimates. These statements identify prospective information and include words such as "anticipates," "intends," "plans," "seeks," "believes," "estimates," "expects," "should," "predicts," "hopes" and similar expressions. Examples of forward-looking statements include, but are not limited to, statements we make regarding: (i) our liquidity, including our belief that our existing cash, cash equivalents and anticipated revenues are sufficient to fund our existing operating expenses, capital expenditures and liquidity requirements for at least the next twelve months; (ii) our outlook and expectations for the balance of 2010 and 2011, including, without limitation, in connection with continued market expansion and penetration for certain of our commercial products; and (iii) expected new product launch dates and market exclusivity periods. The foregoing is not an exclusive list of all forward-looking statements we make. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees or assurances of future performance. The matters referred to in the forward-looking statements contained in this prospectus may not in fact occur. We caution you therefore against relying on any of these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global political, economic, business, competitive, market and regulatory conditions and the following:

- our dependence on a limited number of third party suppliers and the ongoing global Moly supply challenge;
- our dependence upon third parties for the manufacture and supply of a substantial portion of our products;
- our dependence upon third party healthcare payors and the uncertainty of third party coverage and reimbursement rates;
- uncertainties regarding the impact of U.S. healthcare reform on our business;
- our being subject to extensive government regulation and our potential inability to comply with such regulations;
- problems with the quality or performance of our products;
- liability associated with our marketing and sales practices;
- the occurrence of side effects with our DEFINITY and Ablavar products;
- our inability to introduce new products and adapt to changing technology and diagnostic landscape;
- the extensive costs, time and uncertainty associated with new product development;
- our dependence on key customers for our nuclear imaging products;
- our exposure to product liability claims and environmental liability;
- our inability to protect our intellectual property and the risk of claims that we have infringed on the intellectual property of others;
- our inability to compete effectively;

- risks associated with the current economic environment;
- risks associated with our international operations;
- our inability to adequately protect our technology infrastructure;
- our inability to hire or retain skilled employees and the loss of any of our key personnel;
- costs and other risks associated with becoming a reporting company and becoming subject to the Sarbanes-Oxley Act; and
- other factors that are described in "Risk Factors," beginning on page 15.

Any forward-looking statement made by us in this prospectus speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

THE EXCHANGE OFFER

Purpose and Effect

We issued the Restricted Notes on May 10, 2010 in a transaction exempt from registration under the Securities Act. In connection with the original issuance, we entered into an indenture and a registration rights agreement. The registration rights agreement requires that we file a registration statement under the Securities Act with respect to the Exchange Notes to be issued in the exchange offer and, upon the effectiveness of the registration statement, offer you the opportunity to exchange your Restricted Notes for a like principal amount of Exchange Notes. Except as set forth below, these Exchange Notes will be issued without a restrictive legend and, we believe, may be reoffered and resold by you without registration under the Securities Act. After we complete the exchange offer, our obligations with respect to the registration of the Restricted Notes and the Exchange Notes will terminate. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part. Notwithstanding anything to the contrary set forth in this prospectus, the exchange offer is not being made to you, and you may not participate in the exchange offer, if (a) you are our "affiliate" within the meaning of Rule 405 of the Securities Act or (b) you are a broker-dealer that acquired Restricted Notes directly from us.

Based on interpretations by the staff of the Commission set forth in no-action letters issued to third parties unrelated to us, we believe that the Exchange Notes to be issued to you in the exchange offer may be offered for resale, resold and otherwise transferred by you, without compliance with the registration and prospectus delivery provisions of the Securities Act, unless you are a broker-dealer that receives Exchange Notes in exchange for Restricted Notes acquired by you as a result of market-making activities or other trading activities. This interpretation, however, is based on your representation to us that:

- the Exchange Notes to be issued to you in the exchange offer are acquired in the ordinary course of your business;
- at the time of the commencement of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes to be issued to you in the exchange offer in violation of the Securities Act;
- you are not an affiliate (as defined in Rule 405 promulgated under the Securities Act) of us;
- you are not engaging in, and do not intend to engage in, a distribution of the Exchange Notes to be issued to you in the exchange offer;
- you are not acting on behalf of any persons or entities who could not truthfully make the foregoing representations.

If you have any of the disqualifications described above or cannot make each of the representations set forth above, you may not rely on the interpretations by the staff of the Commission referred to above. Under those circumstances, you must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a sale, transfer or other disposition of any notes unless you are able to utilize an applicable exemption from all of those requirements. In addition, each broker-dealer that receives Exchange Notes in the exchange offer for its own account in exchange for Restricted Notes that were acquired by the broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of those Exchange Notes. See "Plan of Distribution."

If you will not receive freely tradable Exchange Notes in the exchange offer or are not eligible to participate in the exchange offer and the Restricted Notes held by you constitute Entitled Securities (as

defined in the registrations rights agreement), you may elect to have your Restricted Notes registered in a "shelf" registration statement on an appropriate form pursuant to Rule 415 under the Securities Act. If we are obligated to file a shelf registration statement, we will be required to keep the shelf registration statement effective for a period of two years from May 10, 2010 or such shorter period that will terminate when (a) all of the notes covered by the shelf registration statement have been sold pursuant to the shelf registration statement, (b) we file a subsequent shelf registration statement or (c) there ceases to be any Restricted Notes. Other than as set forth in this paragraph, you will not have the right to require us to register your Restricted Notes under the Securities Act. See "—Procedures for Tendering Restricted Notes" below.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal, we will accept any and all Restricted Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on , 2010. We will issue $1,000 principal amount of Exchange Notes in exchange for each $1,000 principal amount of Restricted Notes accepted in the exchange offer. You may tender some or all of your Restricted Notes pursuant to the exchange offer. However, Restricted Notes may be tendered only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

The form and terms of the Exchange Notes are substantially the same as the form and terms of the Restricted Notes, except that the Exchange Notes to be issued in the exchange offer have been registered under the Securities Act and will not bear legends restricting their transfer. The Exchange Notes will be issued pursuant to, and entitled to the benefits of, the indenture. The indenture also governs the Restricted Notes. Each series of Exchange Notes and Restricted Notes will be deemed a single issue of the respective series of notes under the indenture.

As of the date of this prospectus, $250,000,000 aggregate principal amount of Restricted Notes are outstanding. This prospectus, together with the letter of transmittal, is being sent to all registered holders and to others believed to have beneficial interests in the Restricted Notes. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the Commission promulgated under the Exchange Act.

We will be deemed to have accepted validly tendered Restricted Notes when, as and if we have given oral or written notice of our acceptance to the exchange agent. The exchange agent will act as our agent for the tendering holders for the purpose of receiving the Exchange Notes from us. Any Restricted Notes not accepted for exchange for any reason will be returned without expense to an account maintained with DTC as promptly as practicable after the expiration or termination of the exchange offer.

You will not be required to pay brokerage commissions or fees or, except as set forth below under "—Transfer Taxes," transfer taxes with respec to the exchange of your Restricted Notes in the exchange offer. We will pay all charges and expenses, other than applicable taxes, in connection with the exchange offer. See "—Fees and Expenses" below.

Expiration Date; Amendments

The exchange offer will expire at 5:00 p.m., New York City time, on , 2010 unless we determine, in our sole discretion, to extend the exchange offer, in which case, it will expire at the later date and time to which it is extended. We do not intend to extend the exchange offer, although we reserve the right to do so. If we extend or terminate the exchange offer, we will give oral or written notice of the extension to the exchange agent and give each registered holder notice by means of a press release or other public announcement of any extension prior to 9:00 a.m., New York City time,

on the next business day after the scheduled expiration date. We will not extend the exchange offer past , 2010.

We also reserve the right, in our sole discretion,

(1) to delay accepting any Restricted Notes, to the extent in a manner compliant with Rule 14e-1(c) of the Exchange Act, in the event the exchange offer are extended,

(2) subject to applicable law and by complying with Rule 14e-1(d) under the Exchange Act to the extent that rule applies, to extend the exchange offer or, if any of the conditions set forth below under "—Conditions to the Exchange Offer" have not been satisfied or waived, to terminate the exchange offer by giving oral or written notice of the delay or termination to the exchange agent, or

(3) to amend the terms of the exchange offer in any manner, by complying with Rule 14e-1(d) under the Exchange Act to the extent that rule applies. If we make any material amendment to the terms of the exchange offer or waive any material condition, we will keep the exchange offer open for at least five business days after we notify you of such change or waiver. If we make a material change to the terms of the exchange offer, it may be necessary for us to provide you with an amendment to this prospectus reflecting that change. We may only delay, terminate or amend the offer prior to its expiration.

We acknowledge and undertake to comply with the provisions of Rule 14e-l(c) under the Exchange Act, which requires us to return the Restricted Notes surrendered for exchange promptly after the termination or withdrawal of the exchange offer. We will notify you as promptly as we can of any extension, termination or amendment.

Procedures for Tendering Restricted Notes

The Restricted Notes were issued as global notes in fully registered form without interest coupons. Beneficial interests in the global notes held by direct or indirect participants in DTC are shown on, and transfers of these interests are effected only through, records maintained in book-entry form by DTC with respect to its participants. You may only tender your Restricted Notes by book-entry transfer of the Restricted Notes into the exchange agent's account at DTC. The tender to us of Restricted Notes by you, as set forth below, and our acceptance of the Restricted Notes will constitute a binding agreement between us and you, upon the terms and subject to the conditions set forth in this prospectus. Except as set forth below, to tender Restricted Notes for exchange pursuant to the exchange offer, you must transmit to Wilmington Trust FSB, as exchange agent, on or prior to the time of expiration either:

(1) a written or facsimile copy of a properly completed and duly executed letter of transmittal for your Restricted Notes, including all other documents required by the letter of transmittal, to the exchange agent at the address set forth on the cover page of the letter of transmittal; or

(2) a computer-generated message transmitted by means of DTC's Automated Tender Offer Program (ATOP) system and received by the exchange agent and forming a part of a confirmation of book-entry transfer, in which you acknowledge and agree to be bound by the terms of the letter of transmittal for your notes.

In addition, the exchange agent must receive, on or prior to the expiration date:

(1) a timely confirmation of book-entry transfer (a "book-entry confirmation") of the Restricted Notes into the exchange agent's account at DTC; or

(2) you must comply with the guaranteed delivery procedures described below.

If you are a beneficial owner whose Restricted Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and wish to tender, you should promptly instruct the registered holder to tender on your behalf. Any registered holder that is a participant in DTC's book-entry transfer facility system may make book-entry delivery of the Restricted Notes by causing DTC to transfer the Restricted Notes into the exchange agent's account. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal for your Restricted Notes and delivering your Restricted Notes, either make appropriate arrangements to register ownership of the Restricted Notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by an eligible institution unless:

- Restricted Notes tendered in the exchange offer are tendered either
  - by a registered holder who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal, or
  - for the account of an eligible institution; and
- the box entitled "Special Registration Instructions" on the letter of transmittal has not been completed.

If signatures on a letter of transmittal or a notice of withdrawal are required to be guaranteed, the guarantee must be by a financial institution, which includes most banks, savings and loan associations and brokerage houses, that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Program or the Stock Exchanges Medallion Program.

If the letter of transmittal is signed by a person other than you, your Restricted Notes must be endorsed or accompanied by a properly completed bond power and signed by you as your name appears on those Restricted Notes.

If the letter of transmittal or any Restricted Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, those persons should so indicate when signing. Unless we waive this requirement, in this instance you must submit with the letter of transmittal proper evidence satisfactory to us of their authority to act on your behalf.

We, in our sole discretion, will make a final and binding determination on all questions as to the validity, form, eligibility (including time of receipt) and acceptance of Restricted Notes tendered for exchange. We reserve the absolute right to reject any and all tenders not properly tendered or to not accept any tender which acceptance might, in our judgment or our counsel's, be unlawful. We also reserve the absolute right to waive any defects or irregularities or conditions of the exchange offer as to any individual tender before the expiration date (including the right to waive the ineligibility of any holder who seeks to tender Restricted Notes in the exchange offer). Our interpretation of the terms and conditions of the exchange offer as to any particular tender either before or after the expiration date will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Restricted Notes for exchange must be cured within a reasonable period of time, as we determine. We are not, nor is the exchange agent or any other person, under any duty to notify you of any defect or irregularity with respect to your tender of Restricted Notes for exchange, and no one shall be liable for failing to provide such notification.

By tendering Restricted Notes, you represent to us that: (i) the Exchange Notes to be issued to you in the exchange offer are acquired in the ordinary course of your business; (ii) at the time of the commencement of the exchange offer you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes to be

issued to you in the exchange offer in violation of the Securities Act; (iii) you are not our affiliate, as defined in Rule 405 of the Securities Act, (iv) you are not engaging in, and do not intend to engage in, a distribution of the Exchange Notes to be issued to you in the exchange offer; (v) if you are a purchasing broker-dealer, that you will receive the Exchange Notes for your own account in exchange for the Restricted Notes that were acquired by you as a result of your market-making or other trading activities and that you will deliver a prospectus in connection with any resale of such Exchange Notes and (vi) you are not acting on behalf of any persons or entities who could not truthfully make the foregoing representations. For further information regarding resales of the Exchange Notes by participating broker-dealers, see the discussion under the caption "Plan of Distribution."

If any holder or other person is an "affiliate" of ours, as defined under Rule 405 of the Securities Act, or is engaged in, or intends to engage in, or has an arrangement or understanding with any person to participate in, a distribution of the Exchange Notes, that holder or other person cannot rely on the applicable interpretations of the staff of the Commission, may not tender its Restricted Notes in the exchange offer and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives Exchange Notes for its own account in exchange for Restricted Notes, where the Restricted Notes were acquired by it as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus that meets the requirements of the Securities Act in connection with any resale of the Exchange Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan of Distribution."

Furthermore, any broker-dealer that acquired any of its Restricted Notes directly from us:

- may not rely on the applicable interpretation of the staff of the Commission's position contained in Exxon Capital Holdings Corp., SEC no-action letter (April 13, 1988), Morgan, Stanley & Co. Inc., SEC no-action letter (June 5, 1991) and Shearman & Sterling, SEC no-action letter (July 2, 1993);

- must also be named as a selling securityholder in connection with the registration and prospectus delivery requirements of the Securities Act relating to any resale transaction.

By delivering an agent's message, a beneficial owner (whose Restricted Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee) or holder will be deemed to have irrevocably appointed the exchange agent as its agent and attorney-in-fact (with full knowledge that the exchange agent is also acting as an agent for us in connection with the exchange offer) with respect to the Restricted Notes, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest subject only to the right of withdrawal described in this prospectus), to receive for our account all benefits and otherwise exercise all rights of beneficial ownership of such Restricted Notes, in accordance with the terms and conditions of the exchange offer.

Each beneficial owner or holder will also be deemed to have represented and warranted to us that it has authority to tender, exchange, sell, assign and transfer the Restricted Notes it tenders and that, when the same are accepted for exchange, we will acquire good, marketable and unencumbered title to such Restricted Notes, free and clear of all liens, restrictions, charges and encumbrances, and that the Restricted Notes tendered are not subject to any adverse claims or proxies. Each beneficial owner and holder, by tendering its Restricted Notes, also agrees that it will comply with its obligations under the registration rights agreement.

Acceptance of Restricted Notes for Exchange; Delivery of Exchange Notes

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all Restricted Notes properly tendered and will issue the Exchange Notes

promptly after acceptance of the Restricted Notes. See "—Conditions to the Exchange Offer." For purposes of the exchange offer, we will be deemed t have accepted properly tendered Restricted Notes for exchange if and when we give oral (confirmed in writing) or written notice to the exchange agent.

The holder of each Restricted Note accepted for exchange will receive an Exchange Note in the amount equal to the surrendered Restricted Note. Holders of Exchange Notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the Restricted Notes or, if no interest has been paid, from the issue date of the Restricted Notes. Holders of Exchange Notes will not receive any payment in respect of accrued interest on Restricted Notes otherwise payable on any interest payment date, the record date for which occurs on or after the consummation of the exchange offer.

In all cases, issuance of Exchange Notes for Restricted Notes that are accepted for exchange will be made only after timely receipt by the exchange agent of an agent's message and a timely confirmation of book-entry transfer of the Restricted Notes into the exchange agent's account at DTC.

If any tendered Restricted Notes are not accepted for any reason set forth in the terms and conditions of the exchange offer or if Restricted Notes are submitted for a greater principal amount than the holder desires to exchange, such unaccepted or non-exchanged Restricted Notes will be returned without expense to an account maintained with DTC promptly after the expiration or termination of the exchange offer.

Guaranteed Delivery Procedures

If you desire to tender your Restricted Notes and your Restricted Notes are not immediately available, time will not permit your Restricted Notes or other required documents to reach the exchange agent before the time of expiration or you cannot complete the procedure for book-entry on a timely basis, you may tender if:

- you tender through an eligible financial institution;
- on or prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives from an eligible institution, a written or facsimile copy of a properly completed and duly executed letter of transmittal and notice of guaranteed delivery, substantially in the form provided by us; and
- a book-entry confirmation, and all other documents required by the letter of transmittal, are received by the exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

The notice of guaranteed delivery may be sent by facsimile transmission, mail or hand delivery. The notice of guaranteed delivery must set forth:

- your name and address;
- the amount of Restricted Notes you are tendering; and
- a statement that your tender is being made by the notice of guaranteed delivery and that you guarantee that within three New York Stock Exchange trading days after the execution of the notice of guaranteed delivery, the eligible institution will deliver the following documents to the exchange agent:
    - a book-entry confirmation of tender;

- a written or facsimile copy of the letter of transmittal, or a book-entry confirmation instead of the letter of transmittal; and
- any other documents required by the letter of transmittal.

Book-Entry Transfers

The exchange agent will make a request to establish an account for the Restricted Notes at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in DTC's systems must make book-entry delivery of Restricted Notes by causing DTC to transfer those Restricted Notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. This participant should transmit its acceptance to DTC on or prior to the expiration date. DTC will verify this acceptance, execute a book-entry transfer of the tendered Restricted Notes into the exchange agent's account at DTC and then send to the exchange agent confirmation of this book-entry transfer. The transmission of the Restricted Notes and agent's message to DTC and delivery by DTC to and receipt by the exchange agent of the related agent's message will be deemed to be a valid tender.

If one of the following situations occurs:

- you cannot deliver a book-entry confirmation of book-entry delivery of your book-entry interests into the relevant account of the exchange agent at DTC; or
- you cannot deliver all other documents required by the letter of transmittal to the exchange agent prior to the time of expiration,

then you must tender your book-entry interests according to the guaranteed delivery procedures discussed above.

Withdrawal Rights

For a withdrawal of a tender of Restricted Notes to be effective, the exchange agent must receive a valid withdrawal request through the Automated Tender Offer Program (ATOP) system from the tendering DTC participant before the expiration date. Any such request for withdrawal must include the VOI number of the tender to be withdrawn and the name of the ultimate beneficial owner of the related Restricted Notes in order that such notes may be withdrawn. Properly withdrawn Restricted Notes may be re-tendered by following the procedures described under "—Procedures for Tendering Restricted Notes" above at any time on or before 5:00 p.m., New York City time, on the expiration date.

We will determine all questions as to the validity, form and eligibility, including time of receipt, of notices of withdrawal. Any Restricted Notes so withdrawn will be deemed not to have been validly tendered for exchange. No Exchange Notes will be issued unless the Restricted Notes so withdrawn are validly re-tendered.

Conditions to the Exchange Offer

Notwithstanding any other provision of the exchange offer and subject to our obligations under the registration rights agreement, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any Restricted Notes and may terminate or amend the exchange offer, if at any time before the acceptance of any Restricted Notes for exchange any of the following events occur:

- the exchange offer violates applicable law or any applicable interpretation of the staff of the Commission;

- an action or proceeding has been instituted or threatened in any court or by any governmental agency that might materially impair our ability to proceed with the exchange offer and any material adverse development shall have occurred in any existing action or proceeding with respect to us; and

- all governmental approvals have not been obtained, which approvals we deem necessary for the consummation of the exchange offer.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to them, subject to applicable law. We also may waive in whole or in part at any time and from time to time any particular condition in our sole discretion. If we waive a condition, we may be required in order to comply with applicable securities laws, to extend the expiration date of the exchange offer. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of these rights and these rights will be deemed ongoing rights that may be asserted at any time (in the case of any condition involving governmental approvals necessary to the consummation of the exchange offer) and from time to time prior to the time of expiration (in the case of all other conditions).

In addition, we will not accept for exchange any Restricted Notes tendered, and no Exchange Notes will be issued in exchange for any of those Restricted Notes, if at the time the notes are tendered any stop order is threatened by the Commission or in effect with respect to the registration statement of which this prospectus is a part or the qualification of the indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act" or "TIA").

The exchange offer is not conditioned on any minimum principal amount of Restricted Notes being tendered for exchange.

Exchange Agent

We have appointed Wilmington Trust FSB as exchange agent for the exchange offer. Questions, requests for assistance and requests foradditional copies of the prospectus, letter of transmittal and other related documents should be directed to the exchange agent addressed as follows:

By Mail, Hand or Overnight Delivery:

Wilmington Trust FSB
c/o Wilmington Trust Company
Corporate Capital Markets
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-1626

By Facsimile:

(302) 636-4139

For Information or Confirmation by Telephone:

Sam Hamed
(302) 636-6181

The exchange agent also acts as trustee under the indenture.

Fees and Expenses

The principal solicitation is being made through DTC by Wilmington Trust FSB, as exchange agent. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for

its reasonable out-of-pocket expenses incurred in connection with the provision of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursement to our independent registered public accounting firm. We will not make any payment to brokers, dealers or others soliciting acceptances of the exchange offer. We will pay the estimated cash expenses to be incurred in connection with the exchange offer.

Additional solicitation may be made by telephone, facsimile or in person by our and our affiliates' officers and regular employees and by persons so engaged by the exchange agent.

Transfer Taxes

You will not be obligated to pay any transfer taxes in connection with the tender of Restricted Notes in the exchange offer unless you instruct us to register Exchange Notes in the name of, or request that Restricted Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder. In those cases, you will be responsible for the payment of any applicable transfer tax.

Accounting Treatment

We will record the Exchange Notes at the same carrying value as the Restricted Notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes as the term of the Exchange Notes are substantially identical to those of the Restricted Notes. The expenses of the exchange offer will be amortized over the terms of the Exchange Notes.

Consequences of Failing to Exchange Restricted Notes

If you do not exchange your Restricted Notes for Exchange Notes in the exchange offer or qualify to elect to have your Restricted Notesregistered in a "shelf" registration form, your Restricted Notes will continue to be subject to the provisions of the indenture regarding transfer and exchange of the Restricted Notes and the restrictions on transfer of the Restricted Notes imposed by the Securities Act and state securities law. These transfer restrictions are required because the Restricted Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, the Restricted Notes may not be offered or sold unless registered under the Securities Act, except under an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not plan to register the Restricted Notes under the Securities Act.

If you do not exchange your Restricted Notes for Exchange Notes in the exchange offer or qualify to elect to have your Restricted Notes registered in a "shelf" registration form, you will continue to be entitled to all the rights and limitations applicable to the Restricted Notes as set forth in the indenture, but we will not have any further obligation to you to provide for the exchange and registration of the Restricted Notes under the registration rights agreement other than as set forth above under "—Purpose and Effect." Therefore, the liquidity of the marketfor your Restricted Notes could be adversely affected upon completion of the exchange offer if you do not participate in the exchange offer.

Participating Broker-Dealers

Each broker-dealer that receives Exchange Notes for its own account in exchange for Restricted Notes, where such Restricted Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

BASIS OF FINANCIAL INFORMATION

The term "Predecessor" refers to our predecessor company, BMSMI, formerly a division of BMS, and now known as Lantheus Medical Imaging, Inc. The term "Successor" refers to Lantheus MI Intermediate, Inc., our direct parent, and its subsidiaries. The financial statements included in this prospectus for BMSMI, as of and for the year ended December 31, 2007, have been prepared on a carve-out basis using BMS's historical bases in the assets and liabilities and the historical results of the operations of BMSMI. The financial statements have been derived from the consolidated financial statements and accounting records of BMS, principally from statements and records representing the business of BMSMI when operated as a division of BMS. These financial statements have been prepared in accordance with GAAP.

The statement of operations for the year ended December 31, 2007 includes expense allocations for certain corporate functions historically provided to BMSMI by BMS, including general corporate expenses related to corporate functions such as executive oversight, risk management, information technology, accounting, audit, legal, investor relations, human resources, shared services and employee benefits and incentives, including pension and other post retirement benefits and stock-based compensation arrangements. Additionally, the statement of operations includes expense allocations relating to the effects of foreign currency derivatives.

We considered these allocations to be a reasonable reflection of the utilization of services provided or benefits received. The allocations may not, however, reflect the expense BMSMI would have incurred as a stand-alone company, and the expense allocation methodologies used by BMS may not represent actual costs of operating the stand-alone business. Actual costs that may have been incurred if BMSMI had been a stand-alone company would depend on a number of factors, including the chosen organizational structure, what functions were outsourced or performed by employees and strategic decisions made in areas such as information technology systems and infrastructure.

In addition, certain Predecessor items have been reclassified to conform with Successor's presentation.

Therefore, the results of operations, changes in equity and cash flows for the Successor and Predecessor periods are not comparable. These statements have been prepared using the Predecessor's bases in the assets and liabilities and the historical results of operations for the year ended December 31, 2007. Periods subsequent to December 31, 2007 have been prepared using our bases in the assets and liabilities.

NON-GAAP FINANCIAL MEASURES

EBITDA and Adjusted EBITDA and the ratios related thereto, as presented in this prospectus, are supplemental measures of our performance that are not required by, or presented in accordance with, generally accepted accounting principles in the United States ("GAAP"). They are not measurements of our financial performance under GAAP and should not be considered as alternatives to net income or any other performance measures derived in accordance with GAAP or as alternatives to cash flow from operating activities as measures of our liquidity.

Our measurement of EBITDA and Adjusted EBITDA and the ratios related thereto may not be comparable to similarly titled measures of other companies and are not measures of performance calculated in accordance with GAAP. We have included information concerning EBITDA and Adjusted EBITDA in this prospectus because we believe that such information is used by certain investors as one measure of a company's historical performance.

EBITDA and Adjusted EBITDA have limitations as analytical tools, and you should not consider them in isolation, or as a substitute for analysis of our operating results or cash flows as reported under GAAP. Some of these limitations are:

- they do not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;
- they do not reflect the significant interest expense or the cash requirements necessary to service interest or principal payments, on our debt;
- although depreciation is a non-cash charge, the assets being depreciated will often have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect any cash requirements for such replacements;
- they are not adjusted for all non-cash income or expense items that are reflected in our statements of cash flows; and
- other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures.

Because of these limitations, EBITDA and Adjusted EBITDA should not be considered as measures of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our GAAP results and using EBITDA and Adjusted EBITDA only for supplemental purposes. Please see the consolidated financial statements included elsewhere in this prospectus for our GAAP results.

For a presentation of net income as calculated under GAAP and reconciliation to our calculation of EBITDA and Adjusted EBITDA, see "Summary—Summary Consolidated Financial Data" in this prospectus.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement. We will not receive any cash proceeds from the exchange offer. Accordingly, the issuance of the Exchange Notes will not result in any increase in our outstanding indebtedness or change in our capitalization.

RATIO OF EARNINGS TO FIXED CHARGES

Year Ended December 31,		Six Months Ended June 30,
2008	2009	2010
3.9x	4.1x	1.6x

For purposes of calculating the ratio of earnings to fixed charges, earnings represents the sum of income before income taxes, fixed charges and amortization of capitalized interest, less capitalized interest. Fixed charges consist of interest expense, capitalized interest, amortization of deferred financing costs, write-off of deferred financing costs and the portion of rental expense which management believes is representative of the interest component of rent expense. Financial information for the year ended December 31, 2007 is presented on a carve-out basis, utilizing allocations which do not separately and distinctly identify fixed charges and, therefore, we have not presented the ratio of earnings to fixed charges for 2007.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of June 30, 2010. The following table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Result of Operations" and our audited financial statements and notes thereto included in this prospectus.

	As of June 30, 2010 (Unaudited) (dollars in thousands)
Cash and cash equivalents	$ 23,645
Long-term debt, including current portion:	
Senior secured credit facilities:	
Revolving credit facility(1)	—
9.75% Senior Notes	$ 250,000
Total long-term debt, including current portion	250,000
Total stockholders' equity	150,515
Total capitalization	$ 400,515

(1) Our senior secured credit facilities provide for a $42.5 million revolving credit facility, under which we currently have no amounts outstanding.

SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth (i) selected consolidated financial data for Lantheus Intermediate, our parent company and a guarantor of the notes (as "Successor"), for the six months ended June 30, 2009 and 2010, which have been derived from the unaudited consolidated financial statements of Lantheus Intermediate included elsewhere in this prospectus, (ii) certain selected consolidated financial data for Lantheus Intermediate, our parent company and a guarantor of the notes (as "Successor"), as of and for the fiscal years ended December 31, 2008 and 2009, which have been derived from the audited consolidated financial statements of Lantheus Intermediate included elsewhere in this prospectus and (iii) certain selected consolidated financial data for BMSMI (as "Predecessor," formerly a division of BMS and now known as Lantheus Medical Imaging, Inc.) for the year ended December 31, 2007, which have been derived from the audited financial statements of BMSMI included elsewhere in this prospectus. The financial statements of BMSMI as of and for the year ended December 31, 2007 were prepared in connection with Avista's acquisition of Lantheus on January 8, 2008 and contain expense allocations for corporate functions historically provided to BMSMI by BMS and not costs that we would have necessarily incurred as a stand-alone entity. These statements have been prepared using the Predecessor's bases in the assets and liabilities and the historical results of operations. As a result, the financial statements of BMSMI as of and for the year ended December 31, 2007 are not comparable to our financial statements for subsequent periods. See "Basis of Financial Information."

The selected financial data as of and for the years ended December 31, 2005 and 2006 have been omitted. Such data are unknown and unavailable to us and would require the preparation of financial data for the predecessor on a carve-out basis. This preparation would require substantial management time and cannot be completed without the expenditure of unreasonable time, effort and expense. We believe the omission of this financial data does not have a material impact on the understanding of our results of operations, financial performance and related trends.

The results indicated below and elsewhere in this prospectus are not necessarily indicative of our future performance. You should read this information together with "Capitalization," "Management's

Discussion and Analysis of Financial Condition and Results of Operations" and the audited and unaudited consolidated financial statements and related notes included elsewhere in this prospectus.

	Predecessor	Successor			
		Year Ended December 31,		Six Months Ended June 30,	
	2007	2008	2009	2009	2010
	(dollars in thousands)				
Statement of Operations:					
Total revenues	$ 629,177	$ 536,844	$ 360,211	$ 200,871	$ 162,567
Cost of goods sold(1)	223,674	244,496	184,844	94,289	85,694
General and administrative expenses(1)	28,331	64,909	35,430	19,402	14,626
Sales and marketing expenses(1)	64,724	45,730	42,337	21,764	23,072
Research and development expense	50,005	34,682	44,631	21,925	23,122
In-process research and development	—	28,240	—	—	—
Restructuring and other charges, net	9,841	—	—	—	—
Operating income	252,602	118,787	52,969	43,491	16,053
Interest expense	—	31,038	13,458	7,847	7,136
Interest income	—	693	73	32	82
Loss on early extinguishment of debt	—	—	—	—	3,057
Other (expense) income, net	(4,224)	2,950	2,720	1,462	(110)
Income before income taxes	248,378	91,392	42,304	37,138	5,832
Income tax provision	97,073	48,606	21,952	18,461	2,412
Net income	$ 151,305	$ 42,786	$ 20,352	$ 18,677	$ 3,420
Balance Sheet Data (at period end):					
Cash and cash equivalents	$ —	$ 21,036	$ 31,480	$ 54,978	$ 23,645
Total assets	539,221	528,035	492,543	547,438	489,491
Total liabilities	68,852	240,226	181,964	239,862	338,976
Current portion of long-term debt	—	15,000	30,000	37,073	—
Total long-term debt	—	127,751	63,649	97,751	250,000
Total stockholders' equity	470,369	287,809	310,579	307,576	150,515

(1) For comparability purposes, a reclassification totaling $15,788 has been made from general and administrative and sales and marketing expenses to cost of goods sold in the Predecessor period to be consistent with the Successor period presentation. Accordingly, these amounts do not agree to the corresponding amounts in the audited financial statements of the Predecessor included elsewhere in this prospectus.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our results of operations and financial statements in conjunction with the consolidated financial statements, the accompanying notes and the other financial information included in this prospectus. This section contains forward looking statements that involve risks and uncertainties. Our actual results may vary materially from those discussed in the forward looking statements as a result of various factors, including, without limitation, those set forth in "Risk Factors," as well as other matters described in this prospectus. Actual results may differ materially from those contained in the forward looking statements. See "Cautionary Note Regarding Forward Looking Statements."

Overview

We are a leading specialty pharmaceutical company that develops, manufactures, distributes and sells innovative diagnostic medical imaging products on a global basis. Our current imaging agents primarily assist in the diagnosis of heart, vascular and other diseases using nuclear imaging, ultrasound and MRI technologies. We also have a full clinical and preclinical development program of next-generation and first-in-class products that use PET and MRI technologies. We believe that our products offer significant benefits to patients, healthcare providers and the overall healthcare system. As a result of more accurate diagnosis of disease, we believe our products allow healthcare providers to make more informed patient care decisions, potentially improving outcomes, reducing patient risk and decreasing costs for payors and the entire healthcare system.

We have operations in the United States, Puerto Rico, Canada and Australia and distribution relationships in Europe, Asia Pacific and Latin America. Our products are used by nuclear physicians, cardiologists, radiologists, internal medicine physicians, technologists and sonographers working in a variety of clinical settings and we sell our products to radiopharmacies, hospitals, clinics, group practices, integrated delivery networks, group purchasing organizations and, in certain circumstances, wholesalers.

Our Products

Our principal products include DEFINITY, an ultrasound contrast agent, Cardiolite, a myocardial perfusion imaging agent, and TechneLite, a generator used to provide the radioisotope to radiolabel Cardiolite and other radiopharmaceuticals. In the United States, DEFINITY, Cardiolite and TechneLite are marketed through an internal sales force and sold either to radiopharmacies or directly to end-users. Radiopharmacies reconstitute certain of the products into patient specific unit-dose syringes which are then sold directly to hospitals, clinics and group practices. Internationally, in some countries these products are marketed through an internal sales force and sold either through our radiopharmacies or directly to end-users, and in other countries through distributors. DEFINITY, Cardiolite and TechneLite, in the aggregate, accounted for approximately 71% and 81% of our global revenues during the six months ended June 30, 2010 and 2009, respectively and approximately 76% of our global total revenues in 2009.

DEFINITY is the leading ultrasound contrast agent used in ultrasound exams of the heart, also known as echocardiography exams. DEFINITY consists of gas-filled micro-bubbles, and is indicated in the United States for use in patients with suboptimal echocardiograms to assist in the imaging of the left ventricular chamber and left endocardial border of the heart in ultrasound procedures. We launched DEFINITY in 2001, with market exclusivity currently until the end of 2016. During the six months ended June 30, 2010 and June 30, 2009, DEFINITY generated net revenues of $29.1 million and $18.7 million, respectively, and DEFINITY accounted for approximately 18% and 9% of our net revenues, respectively. For the year ended December 31, 2009, DEFINITY generated net revenues of $42.9 million, and DEFINITY accounted for approximately 9%, 4% and 12% of our net revenues in 2007, 2008 and 2009, respectively.

Cardiolite is the leading technetium-based radiopharmaceutical used in SPECT MPI procedures. Cardiolite is primarily used for detecting coronary artery disease. Cardiolite was approved by the FDA in 1990, and its market exclusivity expired in July 2008. During the six months ended June 30, 2010 and June 30, 2009, Cardiolite generated net revenues of $38.5 million and $71.2 million, respectively, and Cardiolite accounted for approximately 24% and 35% of our net revenues, respectively. For the year ended December 31, 2009, Cardiolite generated total revenues of $119.3 million, and Cardiolite accounted for approximately 64%, 60% and 33% of our total revenues in 2007, 2008 and 2009.

TechneLite is a technetium-based generator which provides the essential nuclear material used by radiopharmacies to radiolabel Cardiolite and other technetium-based radiopharmaceuticals used in nuclear medicine procedures. TechneLite uses Moly as its main active ingredient. During the six months ended June 30, 2010 and June 30, 2009, TechneLite generated net revenues of $47.1 million and $73.6 million, respectively, and accounted for approximately 29% and 37% of our net revenues, respectively. For the year ended December 31, 2009, TechneLitegenerated net revenues of $112.9 million and accounted for approximately 17%, 23% and 31% of our net revenues in 2007, 2008 and 2009, respectively.

In April 2009, in order to continue to diversify our product portfolio, we purchased the U.S., Canadian and Australian rights to an MRA agent, now known as Ablavar, from EPIX Pharmaceuticals, Inc., and in June 2010, we acquired the remaining rest of world rights to Ablavar. Ablavar was approved by the FDA to evaluate aortoiliac occlusive disease in adults with known or suspected peripheral vascular disease. We paid an aggregate purchase price of approximately $32.8 million, which consisted of $28.2 million in patents, $500,000 in manufacturing know-how acquired from a different party, and $4.1 million in inventory. In the third quarter of 2009, we hired and trained a contract sales force and a medical liaison staff to prepare for the launch of Ablavar. In January 2010, we formally launched Ablavar in the United States and expect that this launch will enable us to capitalize on the current usage of MRA contrast agents in MRA procedures and the overall growing trends within the diagnostic medical imaging industry. The revenue recognized relating to Ablavar for the first six months of 2010 was not material to our financial statements.

In 2009 and 2008, we experienced a reduction in gross profit of approximately $117.0 million and $113.2 million, respectively. The primary factor contributing to this decrease is a shift in product sales mix and a decrease in pricing related to our higher margin products in 2009, as compared to 2008, and in 2008, as compared to 2007. The decrease in 2009, as compared to 2008, was primarily due to a decrease in our higher margin product Cardiolite and the decrease in 2008, as compared to 2007, was primarily due to a decrease in our higher margin products Cardiolite and DEFINITY, which was offset, in part, by an increase in our lower margin product TechneLite. As discussed below, the reduction in sales related to Cardiolite in 2009 and 2008 was due primarily to the expiration of Cardiolite's market exclusivity, which expired in July 2008, and the introduction of generic competition, which began in September 2008. The reduction in sales in 2008, as compared to 2007, also related to DEFINITY, the sales of which were negatively impacted by the addition of a boxed warning in late 2007. Our gross profit margin for 2009, as compared to 2008, was also positively impacted by an $8.2 million inventory revaluation recorded in 2008 as a result of our acquisition from BMS and $32.8 million of additional intangible amortization recorded in 2008 primarily related to the expiration of Cardiolite's market exclusivity in 2008 after which amortization ceased. In addition, our gross profit margins decreased by 28% in 2008, as compared to 2007, which was also negatively impacted by the inventory revaluation recorded in 2008 and an increase in sales related to our lower margin product TechneLite.

Key Factors Affecting Our Results

DEFINITY Boxed Warning

In October 2007, the FDA requested that all of the manufacturers of ultrasound contrast agents add a boxed warning to their products to notify physicians and patients about potentially serious safety

concerns or risks posed by the products. As a result of the boxed warning, unit sales of DEFINITY decreased substantially in late 2007 and early 2008. In May 2008, the boxed warning was modified by the FDA in response to the efforts of prescribing physicians. Since the re-launch of DEFINITY in June 2008, sales of DEFINITY have continued to increase quarter over quarter. As we better educate the physician and healthcare provider community about the benefits and risks of this product, we believe we will experience further penetration of suboptimal echocardiograms.

Cardiolite Competitive Position

Cardiolite's market exclusivity expired in July 2008. In September 2008, the first of several competing generic products to Cardiolite was launched, and while we have faced significant pricing pressure, management believes our share of the MPI segment decreased from approximately one half to approximately one third of the entire segment from 2008 through the end of the second quarter of 2010. This is in comparison to many drugs which see a greater than 50% share erosion in the first several months after exclusivity expires. We believe that Cardiolite has been able to retain substantial share and its leadership position because of the brand awareness, appreciation of the agent's safety and efficacy profile, loyalty to the agent within the cardiology community, and our strong relationships with our distribution partners. In addition, Cardiolite has been able to retain its leadership position in the face of an overall moderate decline in the MPI segment due to a change in professional society appropriateness guidelines, on-going reimbursement pressures, the limited availability of Moly during the recent reactor shutdowns and the increase in Thallium doses and use of other diagnostic modalities as a result of a temporary shift to more available imaging agents and modalities. In the latter case, given the superior safety and efficacy profile of technetium generator-based MPI agents, with the major global Moly producers now operating again, we believe that there will be an increase in orders for Cardiolite from our Cardiolite channel partners.

Global Moly Supply Challenge

Our TechneLite product uses Moly as its main active ingredient. Historically, our largest supplier of Moly has been MDS Nordion which has relied on the NRU reactor in Chalk River, Ontario. This reactor was off-line from May 2009 until August 2010 due to a "heavy water" leak in the reactor vessel. We have taken several steps in response to the global Moly shortage, including expanding sourcing from South Africa and Belgium, and pursuing additional global solutions. We recently entered into an agreement with NTP to supply us with Moly from the SAFARI reactor in South Africa. NTP, in turn, has partnered with IRE to co-supply us from the Belgian BR2 reactor. IRE also processes raw Moly from several other smaller European reactors. We are also pursuing additional sources of Moly from potential new producers around the world to further augment our current supply. In addition, we are exploring a number of alternative Moly projects with existing reactors and technologies as well as new technologies.

With the general instability in the global supply of Moly and recent supply shortages, we have faced substantial increases in the cost of Moly in comparison to historical costs. We attempt to pass these Moly cost increases on to our customers in our customer contracts. Additionally, the instability in the global supply of Moly has resulted in Moly producers requiring, in exchange for fixed Moly prices, supply minimums in the form of take-or-pay obligations. The Moly supply shortage also had an incremental negative effect on the use of other technetium generator based diagnostic imaging agents, including Cardiolite. With less Moly, we manufactured fewer generators for radiopharmacies and hospitals to make up unit doses of Cardiolite, resulting in decreased share of Cardiolite in favor of Thallium, an older medical isotope that does not require Moly, and other diagnostic modalities. However, with the return to service of the NRU reactor, we believe that Cardiolite sales will benefit. See "Risk Factors—Our dependence upon third parties for the manufacture and supply of a substantial portion of our products could prevent us from delivering our products to our customers in the required

quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues."

Comparability of Annual Financial Statements

The financial statements included in this prospectus for BMSMI, as of and for the year ended December 31, 2007, have been prepared on a carve-out basis using BMS's historical bases in the assets and liabilities and the historical results of the operations of BMSMI. The financial statements have been derived from the consolidated financial statements and accounting records of BMS, principally from statements and records representing the business of BMSMI when operated as a division of BMS. These financial statements have been prepared in accordance with GAAP.

The statement of operations includes expense allocations for certain corporate functions historically provided to BMSMI by BMS, including general corporate expenses related to corporate functions such as executive oversight, risk management, information technology, accounting, audit, legal, investor relations, human resources, shared services and employee benefits and incentives, including pension and other post retirement benefits and stock-based compensation arrangements. Additionally, the statement of operations includes expense allocations relating to the effects of foreign currency derivatives.

We considered these allocations to be a reasonable reflection of the utilization of services provided or benefits received. The allocations may not, however, reflect the expense BMSMI would have incurred as a stand-alone company, and the expense allocation methodologies used by BMS may not represent actual costs of operating the stand-alone business. Actual costs that may have been incurred if BMSMI had been a stand-alone company would depend on a number of factors, including the chosen organizational structure, what functions were outsourced or performed by employees and strategic decisions made in areas such as information technology systems and infrastructure.

Therefore, the results of operations, changes in equity and cash flows for the Successor and Predecessor periods are not comparable. These statements have been prepared using the Predecessor's bases in the assets and liabilities and the historical results of operations for the year ended December 31, 2007. Periods subsequent to December 31, 2007 have been prepared using our bases in the assets and liabilities.

For the purpose of convenience, we have assumed an effective date of January 1, 2008 for the acquisition. We determined the results of operations between the effective date and the acquisition date are not material and these results have been included with our results of operations. In the accompanying consolidated statements of income, we included net revenues of approximately $12.0 million, gross profit of approximately $8.3 million, operating income of approximately $5.4 million and net income of $3.3 million relating to the period from January 1, 2008 through January 7, 2008. The net income effect of this period of $3.3 million has been included as non-cash earnings within operating activities on the consolidated statement of cash flows and as goodwill on the consolidated balance sheet.

Trends and Outlook

The following have negatively impacted our results in the six months ended June 30, 2010:

- The combination of the global Moly supply shortage affecting our ability to supply TechneLite generators to the market;
- continued Cardiolite generic competition;
- DEFINITY's reduced level of sales as a result of the boxed warning and subsequent re-launch; and
- limited Ablavar revenues to offset costs related to the launch of the product and the hiring of our contract sales force and medical liaisons.

Following the launch of Ablavar and further education of its benefits, we anticipate, as a result of our efforts, that market acceptance of the product will increase in the future.

For the remainder of 2010, we expect that these challenges will be partially mitigated as a result of the expected continued increase in DEFINITY sales, anticipated continued leadership position of Cardiolite and the anticipated return of a normalized and sustained Moly supply.

Description of Key Line Items

Revenues

The majority of our revenue is derived from product revenue. Product revenue can be affected by changes in raw material availability, customer demand and competitive pressures in the market. Product pricing is reduced upon entrance of generic competition to the marketplace, offset by decreases in rebates and discounts as brand name sales are replaced by generic. Other revenue represents contract manufacturing performed with respect to one product for one customer. The related costs are included in cost of goods sold.

Cost of Goods Sold

Cost of goods sold consists of manufacturing, distribution and other costs related to our commercial products. In addition, it includes reserves established for excess or obsolete inventory. Most of our manufacturing and distribution costs are internal costs which include salaries and expenses related to managing our manufacturing, supply chain and quality assurance. Certain raw material costs and volumes are subject to product availability and variable pricing, which can have an impact on the total cost of our products in any given period. The cost of Moly was historically purchased through contractual pricing arrangements with a sole supplier. The sources of this raw material have since been diversified, which has resulted in variable pricing. With the general instability in the global supply of Moly and recent supply shortages, we have also faced increases in the cost of Moly in comparison to our historical costs. We attempt to pass these Moly cost increases on to our customers in our customer contracts.

Research and Development Expenses

Research and development expenses consist of costs incurred in identifying, developing and testing product candidates. These expenses consist primarily of salaries and related expenses for personnel, fees paid to professional service providers for monitoring and analyzing clinical trials, regulatory costs, including user fees paid to the FDA, costs related to the development of our approved products, costs of contract research and manufacturing and the cost of facilities. In addition, research and development expenses include the cost of our medical affairs and medical information functions, which educate physicians on the scientific aspects of our commercial products and the approved indications, labeling and the costs of monitoring adverse events. After FDA approval of a product candidate, we record manufacturing expenses associated with a product as cost of goods sold rather than as research and development expenses. We expense research and development costs and patent related costs as they are incurred. Because of our ability to utilize resources across several projects, many of our research and development costs are not tied to any particular project and are allocated among multiple projects. We record direct costs on a project-by-project basis. We record indirect costs in the aggregate in support of all research and development. Development costs for clinical stage programs such as Flurpiridaz F18 tend to be higher than earlier stage programs such as our BMS 753951 program because of the costs associated with conducting late stage clinical trials and supporting manufacturing infrastructure.

We expect that research and development expenses relating to our portfolio will fluctuate depending primarily on the timing and outcomes of clinical trials, related manufacturing initiatives and the results of our decisions based on these outcomes. We expect to incur additional expenses over the next several years for clinical trials related to our product development candidates, including

Flurpiridaz F18,[18]F LMI1195 and BMS 753951. We also expect manufacturing expenses for some programs included in research and development expenses to increase as we support our manufacturing infrastructure for later stages of clinical development.

Sales and Marketing Expenses

Sales and marketing expenses consist primarily of salaries and other related costs for personnel in sales, marketing and business development and our sales operations functions, as well as other costs related to our commercial products. We also incurred sales, marketing and other related costs in the third and fourth quarter of 2009 associated with our launch of Ablavar. In the third quarter of 2009, we hired and trained a contract sales force and a medical liaison staff to prepare for the launch of Ablavar. Other costs included in sales and marketing expenses include sales and marketing costs related to our co-promotion and marketing agreement, cost of product samples, promotional materials, market research and sales meetings. We expect to continue to incur sales and marketing costs associated with enhancing our sales and marketing functions and maintaining our sales force to support our commercial products.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs for personnel in executive, finance, accounting, legal, information technology and human resource functions. Other costs included in general and administrative expenses include certain facility and insurance costs, including director and officer liability insurance, as well as professional fees for legal, consulting and accounting services.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based on our condensed consolidated financial statements, which have been prepared in accordance with GAAP. These financial statements requires us to make estimates and judgments that affect our reported assets and liabilities, revenues and expenses, and other financial information. Actual results may differ materially from these estimates under different assumptions and conditions. In addition, our reported financial condition and results of operations could vary due to a change in the application of a particular accounting standard.

We regard an accounting estimate or assumption underlying our financial statements as a "critical accounting estimate" where:

- the nature of the estimate or assumption is material due to the level of subjectivity and judgment necessary;
- to account for highly uncertain matters or the susceptibility of such matters to change; and
- the impact of the estimates and assumptions on financial condition or operating performance is material.

We believe that our accounting policies and the related estimates relating to revenue recognition, inventory, goodwill, intangibles and long-lived assets, stock-based compensation and income taxes described below reflect the more significant judgments and estimates used in the preparations of our financial statements and therefore consider these to be "critical accounting policies."

Revenue Recognition

We recognize revenue when evidence of an arrangement exists, title has passed, substantially all the risks and rewards of ownership have transferred to the customer, the selling price is fixed or determinable and collectibility is reasonably assured. For transactions for which revenue recognition criteria have not yet been met, the respective amounts are recorded as deferred revenue until such point in time when criteria are met and revenue can be recognized. Revenue is recognized net of

reserves, which consist of allowances for returns, sales rebates and chargebacks. The estimates of these allowances are based on historical sales volumes and mix and require assumptions and judgements to be made in order to make such estimates. In the event that the sales mix is different from our estimates, we may be required to pay higher or lower total price adjustments and/or chargebacks than we previously estimated. Any changes to these estimates are recorded in the current period. In 2010 and 2009, these changes in estimates were not material to our results.

Revenue arrangements with multiple elements are divided into separate units of accounting if certain criteria are met, including whether the delivered element has stand-alone value to the customer and whether there is objective and reliable evidence of the fair value of the undelivered items. Supply or service transactions may involve the charge of a nonrefundable initial fee with subsequent periodic payments for future products or services. The up-front fees, even if nonrefundable, are earned as the products and/or services are delivered and performed over the term of the arrangement.

Inventory

Inventories include material, direct labor and related manufacturing overhead, and are stated at the lower of cost or market determined on a first-in, first-out basis. We assess the recoverability of inventory to determine whether adjustments for impairment are required. Inventory that is in excess of future requirements is written down to its estimated net realizable value based upon estimates of forecasted demand for our products. The estimates of demand require assumptions to be made of future operating performance and customer demand. If actual demand is less favorable than what has been forecasted by management, additional inventory impairments may be required. Our inventory balance was $28.6 million, $19.6 million and $13.9 million, net of a reserve for excess and obsolete inventory of $3.7 million, $3.6 million, and $1.5 million, as of June 30, 2010, December 31, 2009 and 2008, respectively. The increase in the reserve was due primarily to excess TechneLite accessories which reached expiration prior to use as a result of the NRU reactor delay, offset by utilization of reserves as such materials were scrapped.

At June 30, 2010 and December 31, 2009 the inventory balances reflect approximately $9.3 million and $6.0 million, respectively, of finished products and materials related to Ablavar which was a product that was commercially launched in January 2010. We entered into an agreement with a supplier to provide Active Pharmaceutical Ingredient ("API") and finished products for Ablavar under which we are required to purchase quarterly minimum quantities ranging from $6.3 million to $7.5 million of API inventory through 2012. The supply agreement is designed to meet the expected demand of the product. In addition to the minimum commitment, we, at our discretion, can manufacture API into finished product for an additional charge per vial. We record the inventory when we take delivery, at which time we assume title and risk of loss. We include within current assets the amount of inventory that will be utilized within twelve months. Inventory that will be utilized after twelve months is included in non-current assets. At June 30, 2010, approximately $7.2 million of inventory was included in other non-current assets.

As noted above, Ablavar, an MRA agent, was commercially launched in January 2010. We are currently in the process of educating radiologists on optimizing the use of the product within their patient populations. The revenues for this product through June 30, 2010 have not been significant. Based on the expected market penetration and management's estimates of projected sales, coupled with the potential aggregate six-year shelf life of the finished product and the API, we believe that we will be able to use our committed supply. In the event that we do not meet our sales expectations for Ablavar or cannot sell the product we are committed to purchase prior to its expiration, we would incur inventory losses and/or losses on our purchase commitments.

Goodwill, Intangibles and Long-Lived Assets

Goodwill is not amortized but the carrying value is reviewed annually for impairment at October 31 as well as whenever events or changes in circumstances suggest that the carrying amount

may not be recoverable. Our impairment measurement is performed by first comparing the fair value of the business to the carrying value. If the fair value is less, then a second step is performed to derive the implied fair value, which requires significant judgement and assumption, of the goodwill. Our estimate of the fair value will depend on our estimates of the future cash flows of the business, as well as utilization of the market valuation approach through comparison of similar companies with comparable business factors such as size, growth and profitability by assessing revenue and operating income multiples. A combination of the two methods is utilized to derive the fair value of the business in order to decrease the inherent risk associated with each model if used independently. If the fair value were to decline, then we may be required to incur material charges relating to the impairment of those assets. We have not incurred any goodwill impairment charges to date.

We perform impairment testing for intangible and long-lived assets whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. We measure the recoverability of assets to be held and used by comparing the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment equals the amount by which the carrying amount of the assets exceeds the fair value of the assets. Any impairments are recorded as permanent reductions in the carrying amount of the assets.

We completed our required annual impairment test as of the fourth quarter of 2009 and 2008 and determined that at each of those periods the carrying amount of goodwill was not impaired. In each year, our fair value, which includes goodwill, was substantially in excess of our carrying value.

Accounting for Stock-Based Compensation

Our employees are eligible to receive awards from the Lantheus MI Holdings, Inc. 2008 Equity Incentive Plan. Our stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which generally represents the vesting period, and includes an estimate of the awards that will be forfeited. We use the Black-Scholes valuation model for estimating the fair value on the date of grant of stock options. The fair value of stock option awards is affected by the valuation assumptions, including the volatility of market participants, expected term of the option, risk-free interest rate and expected dividends as well as the estimated fair value of the Holdings common stock. The fair value of the Holdings common stock is determined by the Holdings board of directors at each award date. Any material change to the assumptions used in estimating the fair value of the options could have a material impact on our results of operations. When a contingent cash settlement of vested options becomes probable, we reclassify the vested awards to a liability and account for any incremental compensation cost in the period in which the settlement becomes probable.

Income Taxes

The provision for income taxes has been determined using the asset and liability approach of accounting for income taxes. The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax bases of our assets and liabilities. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax attributes are expected to be recovered or paid, and are adjusted for changes in tax rates and tax laws when changes are enacted.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. The assessment of whether or not a valuation allowance is required often requires significant judgment, including the long-range forecast of future taxable income and the evaluation of tax planning initiatives. Adjustments to the deferred tax valuation allowances are made to earnings in the period when such assessments are made.

We account for uncertain tax positions using a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Differences between tax positions taken in a tax return and amounts recognized in the financial statements are recorded as adjustments to income taxes payable or receivable, or adjustments to deferred taxes, or both. We classify interest and penalties within the provision for income taxes.

We have a tax indemnification agreement with BMS related to certain contingent tax obligations arising prior to the acquisition of the business from BMS. The tax obligations are recognized in liabilities and the tax indemnification receivable is recognized within other noncurrent assets. The changes in the tax indemnification asset are recognized within other income, net in the statement of income, and the changes in the related liabilities are recorded within the tax provision. Accordingly, as these reserves change, adjustments are included in the tax provision while the offsetting adjustment is included in other income. Assuming that the receivable from BMS continues to be considered recoverable by us, there is no net effect on earnings related to these liabilities and no net cash outflows.

The calculation of our tax liabilities involves certain estimates, assumptions and the application of complex tax regulations in numerous jurisdictions worldwide. Any material change in our estimates or assumptions, or the tax regulations, may have a material impact on our results of operations.

Results of Operations

Comparison of the Six Months Ended June 30, 2010 and 2009

The following table sets forth certain consolidated statements of income data and information for the periods indicated:

	Six Months Ended June 30,			
	2010	2009	Change $	Change %
	(dollars in thousands)			
Net Product Revenues				
Cardiolite	$ 38,471	$ 71,224	$ (32,753)	(46)
TechneLite	47,101	73,641	(26,540)	(36)
DEFINITY	29,135	18,727	10,408	56
Other currently marketed products	43,756	33,330	10,426	31
Total net product revenues	158,463	196,922	(38,459)	(20)
License and other revenues	4,104	3,949	155	4
Total revenues	162,567	200,871	(38,304)	(19)
Cost of goods sold	85,694	94,289	(8,595)	(9)
Gross profit	76,873	106,582	(29,709)	(28)
Sales and marketing	23,072	21,764	1,308	6
General and administrative	14,626	19,402	(4,776)	(25)
Research and development	23,122	21,925	1,197	5
Operating income	16,053	43,491	(27,438)	(63)
Interest expense	(7,136)	(7,847)	(711)	(9)
Loss on early extinguishment of debt	(3,057)	—	3,057	100
Interest income	82	32	50	156
Other (expense) income, net	(110)	1,462	(1,572)	(108)
Income before income taxes	5,832	37,138	(31,306)	(84)
Provision for income taxes	(2,412)	(18,461)	(16,049)	(87)
Net income	$ 3,420	$ 18,677	$ (15,257)	(82)

Revenues

Net Product Revenues. We recognized revenue from net product sales of $158.5 million in the six months ended June 30, 2010 compared to $196.9 million in the six months ended June 30, 2009, a decrease of $38.5 million, or 20%. This decrease was primarily due to the following:

- Consolidated Cardiolite sales decreased $32.7 million, or 46%, from $71.2 million in the six months ended June 30, 2009 to $38.5 million in the six months ended June 30, 2010. This decrease was primarily due to the continued impact from the expiration of Cardiolite's market exclusivity in July 2008 and the introduction of generic competition which began in September 2008, as well as the decrease in available Moly caused by the global Moly supply shortage. As a result, unit volume and price in the United States decreased by 34% and 22%, respectively, in the six months ended June 30, 2010 as compared to the six months ended June 30, 2009; and

- Consolidated TechneLite sales decreased $26.5 million, or 36%, from $73.6 million in the six months ended June 30, 2009 to $47.1 million in the six months ended June 30, 2010. This decrease was primarily due to 45% lower unit volume in the United States caused by the global Moly supply shortage from May 2009 to August 2010, as well as lower demand from what we believe are greater efficiencies which have been achieved in the radiopharmacy setting as a result of the extended global Moly supply shortage offset, in part, by a 5% increase in price in the U.S. related to the incremental molybdenum and distribution costs that we were able to pass through to our customers.

These decreases were offset, in part, by the following:

- Consolidated DEFINITY sales increased $10.4 million, or 56%, from the six months ended June 30, 2009 to the six months ended June 30, 2010. The increase was due to a 53% increase in United States sales volume as a result of continued unit sales growth following the modification of the boxed warning in May 2008 and the subsequent re-launch of the product in June 2008, and 3% increase in price; and

- Consolidated Thallium sales increased $7.4 million, or 180%, from the six months ended June 30, 2009 to the six months ended June 30, 2010. The increase was due largely to a 222% increase in United States volume due to its substitution for technetium-based products as a result of the global Moly shortage and a 25% decrease in price. Other marketed products increased $3.0 million, or 10%, on a consolidated basis largely due to a $1.5 increase in Xenon due to 19% higher U.S. pricing and a $567,000 increase in Gallium sales. The remainder of the fluctuation was due to increases in our other products.

License and Other Revenues. License and other revenue increased $155,000, or 4%, to $4.1 million in the six months ended June 30, 2010 from $3.9 million in the six months ended June 30, 2009. This increase is due to $155,000 in other revenue related to contract manufacturing services related to a product for one customer. We recorded $2.9 million in other revenue related to contract manufacturing for the six months ended June 30, 2010 compared to $2.7 million for the six months ended June 30, 2009. In addition, we recorded license revenue of $1.3 million in the six-month periods ended June 30, 2010 and June 30, 2009.

Costs and Expenses

Cost of Goods Sold. Cost of goods sold in the six months ended June 30, 2010 was $85.7 million compared to $94.3 million in the six months ended June 30, 2009, a decrease of $8.6 million or 9%. Gross profit in the six months ended June 30, 2010 was $76.9 million compared to $106.6 million in the six months ended June 30, 2009, a decrease of $29.7 million or 28%. The decrease in cost of goods sold was primarily due to a net decrease of $5.4 million directly related to the global molybdenum shortage, a decrease of $1.6 million from Cardiolite from lower volumes, a decrease of $4.0 million

related to amortization of intangible customer relationships and capitalized software offset, in part, by an increase of $1.6 million related to third party and other products and Ablavar cost of $779,000 primarily from project expenses related to material cost improvements. The decrease in gross profit was primarily attributable to margin loss of $31.1 million from volume reductions of Cardiolite, net margin loss of $13.7 million directly related to the global Moly shortage offset, in part, by higher DEFINITY volume of $10.8 million, lower amortization of $4.0 million related to intangible customer relationships and capitalized software and an increase of $268,000 in third party and other products.

Sales and Marketing Expenses. Consolidated sales and marketing expenses for the six months ended June 30, 2010 were $23.1 million, compared to $21.8 million for the six months ended June 30, 2009. As a percentage of net revenue, sales and marketing expense was 14% and 11% for the respective periods. The $1.3 million, or 6%, increase was primarily attributable to the following:

- an increase of approximately $1.9 million related to a contract sales force hired to support Ablavar;
- an increase of approximately $1.0 million related to advertising and other promotional materials, samples and other related costs associated with Ablavar;
- an increase of $378,000 related to sales meetings costs to support the launch and sales force training of Ablavar;
- an increase of $135,000 in certain IT related costs; and
- an increase of $51,000 related to our sales and marketing function within our international operations.

These increases were offset, in part, by the following:

- a decrease of approximately $866,000 in advertising and other promotion costs related to DEFINITY as current year brand planning is being developed in a subsequent period than in the prior year and delay in new agency selection;
- a decrease of $779,000 in salary and wages and other employee related expenses associated with our sales and marketing function; and
- a decrease of $584,000 in credit card fees as a result of lower sales revenue.

General and Administrative Expenses. Consolidated general and administrative expenses for the six months ended June 30, 2010 were $14.6 million compared to $19.4 million for the six months ended June 30, 2009. The $4.8 million, or 25%, decrease was primarily attributable to the following:

- a decrease of $2.8 million in external consulting related to our infrastructure cost improvement initiative;
- a decrease of $1.3 million related to lower salary and wages in the general and administrative functions and lower travel due to cost control efforts;
- a decrease of $576,000 in legal fees and professional services primarily related to lower intellectual property, business opportunity evaluations, and residual legal transition activity;
- a decrease of $442,000 from accounting, tax and other business advisory professional services for transition activities in 2009; and
- a decrease of $177,000 in lower site expenses and other purchases through cost control efforts.

The decreases were offset, in part, by the following:

- an increase of $270,000 for support of our international operations; and

- an increase of $224,000 for amortization of capital software partly offset with lower contractor and professional services primarily related to transition activities in 2009 and cost control efforts in 2010.

Research and Development Expenses. Research and development expenses for the six months ended June 30, 2010 were $23.1 million compared to $21.9 million in the six months ended June 30, 2009, an increase of approximately $1.2 million, or 5%.

The following table summarizes the primary components of our research and development expenses for the six months ended June 30, 2010 and 2009:

	Six Months Ended June 30,	
	2010	2009
	(dollars in millions)	
Flurpiridaz F18	$ 2.5	$ 2.0
Other clinical programs	0.1	1.6
Total clinical programs	2.6	3.6
Personnel salary, benefits and other employee related	11.7	9.3
General research and development expenses	8.8	9.0
Total research and development expenses	$ 23.1	$ 21.9

The following summarizes the expenses associated with our primary research and development programs:

Flurpiridaz F 18. During the six months ended June 30, 2010, we incurred $2.5 million in expenses related to our PET perfusion agent program compared to $2.0 during the six months ended June 30, 2009, an increase of $557,000, or 28%. This increase was primarily due to the timing of patient enrollment related to our Phase II study and completion of enrollment in April of 2010.

Other Clinical Programs. During the six months ended June 30, 2010, we incurred $61,000 in expenses related to other clinical trial programs compared to $1.6 million during the six months ended June 30, 2009, a decrease of $1.5 million, or 96%. The decrease related primarily to a $465,000 decrease in expense related to a DEFINITY Phase IV study in combination with $1.1 million decreased spend related to the Cardiolite pediatrics trial.

Personnel salary, benefits and employee-related expenses were $11.7 million in the six months ended June 30, 2010 compared to $9.3 million in the six months ended June 30, 2009, an increase of $2.4 million, or 26%. This increase was due primarily to increased headcount resulting from conversion of contractors to support ongoing clinical programs, travel and other employee-related charges.

General research and development expenses were $8.8 million in the six months ended June 30, 2010 compared to $9.0 million in the six months ended June 30, 2009, a decrease of approximately $231,000, or 3%. The decrease is primarily due to a decrease of $91,000 in subscriptions and $132,000 in site expenses.

We anticipate that our research and development expenses related to our Flurpiridaz F 18 program for 2010 will consist primarily of costs related to the wrap up of our Phase II and planning of our Phase III clinical trials.

Other

Interest Expense. Interest expense was $7.1 million in the six months ended June 30, 2010 compared to $7.8 million in the six months ended June 30, 2009, a decrease of $711,000, or 9%. This decrease was due to a declining balance in outstanding debt through April 2010, offset, in part by increasing interest expense associated with the new 9.75% Senior Notes.

Loss on early extinguishment of debt. The loss on early extinguishment of debt was $3.1 million for the six months ended June 30, 2010. The expense consisted of $2.3 million of write-off of deferred financing costs and $779,000 of prepayment penalty.

Interest Income. Interest income was $82,000 in the six months ended June 30, 2010, compared to $32,000 in the six months ended June 30, 2009, an increase of $50,000.

Other (Expense) Income, net. In the six months ended June 30, 2010 we had an expense of $110,000, compared to income of $1.5 million in the six months ended June 30, 2009. The decrease was primarily attributable to changes in foreign currency rates, lower estimate of recovery of uncertain tax positions and the settlement of uncertain tax positions of $319,000 relating to state income taxes.

Provision for Income Taxes

The provision for income taxes was $2.4 million in the six months ended June 30, 2010 compared to $18.5 million in the six months ended June 30, 2009, a decrease of $16.1 million. This decrease was due to lower taxable income in the first six months of 2010 versus the first six months of 2009 and the settlement of uncertain tax positions relating to state income taxes. We estimate that our effective tax rate (excluding discrete events) on a full year basis is 36.75% applied to current year income. During the six months ended June 30, 2010 income tax relating to discrete events was $269,000 primarily related to interest expense associated with uncertain tax positions, the settlement of uncertain tax positions, and the true-up of foreign tax provisions to actual filed tax returns. These amounts reflect our estimates of the effective rates expected to be applicable for the respective full fiscal years, adjusted for any discrete events, which are recorded in the period that they occur. These estimates are reevaluated each quarter based on our estimated tax expense for the full fiscal year.

Results of Operations

Comparison of the Years Ended December 31, 2009 and 2008

The following table sets forth certain consolidated statements of income data and information for the periods indicated:

	Year Ended December 31,			
	2009	2008	Change $	Change %
	(dollars in thousands)			
Net Product Revenues				
Cardiolite	$ 119,304	$ 321,674	$ (202,370)	(63)%
TechneLite	112,910	124,287	(11,377)	(9)
DEFINITY	42,942	20,439	22,503	110
Other currently marketed products	77,147	65,340	11,807	18
Total net product revenues	352,303	531,740	(179,437)	(34)
License and other revenues	7,908	5,104	2,804	55
Total revenues	360,211	536,844	(176,633)	(33)
Cost of goods sold	184,844	244,496	(59,652)	(24)
Gross profit	175,367	292,348	(116,981)	(40)
Sales and marketing	42,337	45,730	(3,393)	(7)
General and administrative	35,430	64,909	(29,479)	(45)
Research and development	44,631	34,682	9,949	29
In-process research and development	—	28,240	(28,240)	(100)
Operating income	52,969	118,787	(65,818)	(55)
Interest expense	(13,458)	(31,038)	(17,580)	(57)
Interest income	73	693	(620)	(89)
Other income, net	2,720	2,950	(230)	(8)
Income before income taxes	42,304	91,392	(49,088)	(54)
Provision for income taxes	(21,952)	(48,606)	(26,654)	(55)
Net income	$ 20,352	$ 42,786	$ (22,434)	(52)

Revenues

Net Product Revenues. We recognized revenue from net product sales of $352.3 million in 2009 compared to $531.7 million in 2008, a decrease of $179.4 million, or 34%. This decrease was primarily due to the following:

- Cardiolite sales decreased $202.4 million, or 63%, from $321.7 million in 2008 to $119.3 million in 2009. This decrease was primarily due to the expiration of Cardiolite's market exclusivity in July 2008 and the introduction of generic competition which began in September 2008. Although we were still able to maintain our leadership position, unit volume and price in the United States decreased by 22% and 47%, respectively, in 2009 as compared to 2008. See "—Key Factors Affecting Our Results—Cardiolite Competitive Position;" and

- TechneLite sales decreased $11.4 million, or 9%, from $124.3 million in 2008 to $112.9 million in 2009. This decrease was primarily due to lower volume in the United States caused by the Moly supply shortage which began in May 2009 offset, in part, by an increase in price in the United States, due to the incremental Moly and distribution costs that we were able to pass through to our customers, resulting in a 9% decline in revenue.

These decreases were offset, in part, by the following:

- DEFINITY sales increased $22.5 million, or 110%, from 2008 to 2009 due to a 104% increase in sales volume as a result of the modification of the boxed warning in May 2008 and the subsequent re-launch of the product in June 2008; and

- other marketed products increased $11.8 million, or 18%, largely due to $6.7 million of higher sales of Thallium due to its substitution for technetium-based products as a result of the Moly shortage, a $3.1 million increase in revenue as a result of continued demand for Neurolite in Japan, a $1.7 million increase in sales of third party products and a $3.4 million decrease in customer rebates in 2009 as compared to 2008 as a result of a decrease in sales of Cardiolite.

License and Other Revenues. License and other revenue increased $2.8 million, or 55%, to $7.9 million in 2009 from $5.1 million in 2008. This increase is primarily due to $2.5 million in license revenue recorded in 2009. In addition, we recorded $5.4 million and $5.1 million in fiscal years 2009 and 2008, respectively, in other revenue related to our contract manufacturing services related to a product for one customer.

Costs and Expenses

Cost of Goods Sold. Cost of goods sold in 2009 was $184.8 million, compared to $244.5 million in 2008, a decrease of $59.7 million, or 24%. Gross profit in 2009 was $175.4 million, compared to $292.3 million in 2008, a decrease of $117.0 million, or 40%. The decrease in cost of goods sold was due, in part, to the $32.8 million in intangible amortization incurred in 2008, primarily related to the Cardiolite patent exclusivity which expired in July 2008. In addition, cost of goods sold decreased due to an $8.2 million inventory revaluation recorded in 2008 as a result of the acquisition of our business from BMS, a $17.5 million decrease due to the change in product mix between TechneLite and Thallium as a result of the Moly shortage and a $1.2 million decrease as a result of changes in Cardiolite volumes due to the generic event in 2008. The decrease in gross profit was primarily attributable to price reductions for Cardiolite relating to the generic event of approximately $201.2 million, offset by higher DEFINITY and Thallium margins of $35.3 million, lower intangible amortization of $32.8 million and an inventory revaluation of $8.2 million, $2.5 million increased margin on license revenue, and an increase in third party product margin of $4.9 million.

Sales and Marketing Expenses. Sales and marketing expenses for 2009 were $42.3 million, compared to $45.7 million for 2008. As a percentage of net revenue, sales and marketing expense was 11.8% and 8.5% for 2009 and 2008, respectively. The $3.4 million, or 7%, decrease in 2009 was primarily attributable to the following:

- a decrease of approximately $1.1 million in salary and other costs related to certain personnel reductions in our field sales force; and

- a decrease of $5.5 million in employee travel, meetings and other employee expenses related to personnel reductions and cost reduction initiatives.

These decreases were offset, in part, by the following:

- an increase of approximately $2.1 million related to promotional materials, advertising and other costs (market research, regulatory fees and other marketing programs) associated with the launch of Ablavar;

- an increase of $947,000 related to the hiring of a contract sales force to support the launch of Ablavar; and

- an increase of $213,000 for promotional materials, advertising for DEFINITY and Cardiolite.

General and Administrative Expenses. General and administrative expenses for 2009 were $35.4 million compared to $64.9 million for 2008. The $29.5 million, or 45%, decrease in 2009 was primarily attributable to the following:

- a decrease of approximately $13.0 million in termination and severance related charges associated with the closure of our European operations in 2008;
- a decrease of approximately $10.8 million in transition related charges attributable to our service support agreements with BMS following our divestiture;
- a decrease of $8.7 million in consulting and other related expenses to support a stand-alone infrastructure, payroll implementation, treasury and other divestiture related activities;
- a decrease of $2.5 million in legal fees primarily related to lower transition and intellectual property related activity;
- a decrease of $1.0 million related to lower bonus expense for the year ended at December 31, 2009 as compared to December 31, 2008; and
- a decrease of $1.0 million for independent educational grants, which were included in general and administrative costs in 2008 and included in research and development in 2009.

The decreases were offset, in part, by the following:

- an increase of $4.4 million in consulting, information technology and other related expenses to support a stand-alone infrastructure, payroll implementation and other divestiture related activities;
- an increase of approximately $1.4 million in salary, wages and other personnel related costs;
- an increase of $1.1 million in depreciation expense primarily related to information technology hardware and software purchased in 2008; and
- an increase of $641,000 in overhead expense related to increased costs to operate our North Billerica, Massachusetts facility.

Research and Development Expenses. Research and development expenses in 2009 were $44.6 million compared to $34.7 million in 2008, an increase of approximately $9.9 million, or 29%.

The following table summarizes the primary components of our research and development expenses for the years ended December 31, 2009 and 2008:

	Year Ended December 31,	
	2009	2008
	(dollars in millions)	
Flurpiridaz F18	$ 4.2	$ 2.3
^{18}F LMI1195	0.8	—
Other clinical programs	2.8	1.9
Total clinical programs	7.8	4.2
Personnel salary, benefits and other employee related	18.3	17.0
General research and development expenses	18.5	13.5
Total research and development expenses	$ 44.6	$ 34.7

The following summarizes the expenses associated with our primary research and development programs:

Flurpiridaz F18 (PPA). During 2009, we incurred $4.2 million in expenses related to our PPA program compared to $2.3 million during 2008, an increase of $1.9 million, or 83%. This increase was primarily due to the following:

- a $1.2 million increase in clinical services and analysis costs related to our Phase II clinical trial;
- a $430,000 increase in clinical site costs due to increased enrollment in the Phase II trial; and
- a $276,000 increase in contractor site-monitoring support and travel expenses related to increased effort in the Phase II clinical trial.

^{18}F LMI1195 ("Cardiac Neuronal Imaging"). During 2009, we incurred $769,000 in expenses related to our Cardiac Neuronal Imaging program in its initial year of clinical trials. Because this was the initial year of clinical trial expenses under the program, the expenses incurred related primarily to:

- approximately $448,000 of expenses related to clinical services and analysis costs related clinical trial interpretation; and
- approximately $321,000 in clinical site costs related to increasing enrollment in the program.

Other Clinical Programs. During 2009, we incurred $2.8 million in expenses related to other clinical trial programs compared to $1.9 million during 2008, an increase of $0.9 million, or 47%. The increase related primarily to $901,000 in contractor support and professional services fees for the completion of a DEFINITY Phase IV study.

Personnel salary, benefits and employee related expenses were $18.3 million in 2009 compared to $17.0 million in 2008, a $1.3 million, or 8%, increase. This increase was due to $1.1 million in increased travel and relocation costs to support clinical programs, $406,000 increase in contracted support staff costs for clinical program monitoring and a $487,000 increase in field based technical MRI support related to Ablavar, offset, in part, by a decrease of $653,000 in lower bonus expenses as a result of not fully achieving certain annual EBITDA targets in 2009.

General research and development expenses were $18.5 million in 2009 compared to $13.5 million in 2008, a $5.0 million, or 37%, increase. The increase is due primarily to a $2.0 million increase in research, clinical and lab supplies resulting from our continued research efforts, and $3.6 million in other professional and contracted services to support chemistry, manufacture and control development, PPA development, data statistic management and clinical compliance for clinical sites. This was offset by a decrease in unallocated facility related costs, which were $0.6 million due to reduced infrastructure costs. The remaining general research and development expenses, which are incurred in support of all of our research and development programs, are not easily allocable to any individual program, and therefore, have been included in general research and development expenses.

We anticipate that our research and development expenses related to our PPA program for 2010 will consist primarily of costs related to our Phase II and Phase III clinical trials for Flurpiridaz F18.

In-process Research and Development ("IPR&D"). In 2008, as a result of the acquisition from BMS, we allocated $28.2 million to IPR&D. The value assigned to IPR&D was determined by estimating costs to develop the purchased IPR&D into commercially viable product, the phase the project was in and our potential revenue generated from the project. The estimated fair value of in-process research and development related to PET perfusion agents. Immediately following the closing of the acquisition, the $28.2 million IPR&D was charged to expense.

Other

Interest Expense. Interest expenses was $13.5 million in 2009, compared to $31.0 million in 2008, a decrease of $17.6 million, or 57%. This decrease was due to a decrease in our outstanding debt in 2009 of approximately $49.1 million.

Interest Income. Interest income was $73,000 in 2009, compared to $693,000 in 2008, a decrease of $620,000, or 89%. This change was due to a decrease in available cash balances and lower interest rates.

Other Income, net. Other income, net in 2009, was $2.7 million, compared to $3.0 million in 2008. The decrease was primarily attributable to changes in the amount of income recognized related to our tax indemnification agreement with BMS.

Provision for Income Taxes. The provision for income taxes was $22.0 million in 2009 compared to $48.6 million in 2008, a decrease of $26.6 million. This decrease was due to lower taxable income in 2009 as compared to 2008. Our effective tax rates for the years ended December 31, 2009 and 2008 were 51.9% and 53.2%, respectively. The excess of our effective tax rate over the statutory rate in 2009 is driven principally by the tax effect of our uncertain tax positions and the impact of the changes in the applicable state tax rates that are applied to deferred tax assets. The excess of our effective tax rate over the statutory rate in 2008 results from the tax effect of the in-process research and development charge and our uncertain tax positions.

Comparison of the Years Ended December 31, 2008 and 2007

The following table sets forth certain consolidated statements of income data and information for the periods indicated:

	Successor	Predecessor		
	Year Ended December 31,			
	2008	2007	Change $	Change %
	(dollars in thousands)			
Net Product Revenues				
Cardiolite	$ 321,674	$ 405,039	$ (83,365)	(21)%
TechneLite	124,287	104,941	19,346	18
DEFINITY	20,439	57,254	(36,815)	(64)
Other currently marketed products	65,340	57,167	8,173	14
Total net product revenues	531,740	624,401	(92,661)	(15)
License and other revenues	5,104	4,776	328	7
Total revenues	536,844	629,177	(92,333)	(15)
Cost of goods sold(1)	244,496	223,674	20,822	9
Gross profit	292,348	405,503	(113,155)	(28)
Sales and marketing(1)	45,730	64,724	(18,994)	(29)
General and administrative(1)	64,909	28,331	36,578	129
Research and development	34,682	50,005	(15,323)	(31)
Restructuring	—	9,841	(9,841)	(100)
In-process research and development	28,240	—	28,240	100
Operating income	118,787	252,602	(133,815)	(53)
Interest expense	(31,038)	—	(31,038)	(100)
Interest income	693	—	693	100
Other income (expense), net	2,950	(4,224)	7,174	(170)
Income before income taxes	91,392	248,378	(156,986)	(63)
Provision for income taxes	(48,606)	(97,073)	(48,467)	(50)
Net income	$ 42,786	$ 151,305	$ (108,519)	(72)

(1) For comparability purposes, a reclassification totaling $15,788 has been made from general and administrative and sales and marketing expenses to cost of goods sold in the Predecessor period to be consistent with the Successor period presentation. Accordingly, these amounts do not agree to the corresponding amounts in the audited financial statements of the Predecessor included elsewhere in this prospectus.

Revenues

Net Product Revenues. We recognized revenue from net product sales of $531.7 million in 2008 compared to $624.4 million in 2007, a decrease of $92.7 million, or 15%. This decrease was primarily due to the following:

- Cardiolite sales decreased $83.4 million, or 21%, from $405.0 million in 2007 to $321.7 million in 2008. This decrease was primarily due to the expiration of Cardiolite's market exclusivity and the introduction of generic competition which began in September 2008. As a result, volume and

price in the United States were 10% and 6%, lower, respectively, in 2008 as compared to 2007; and

- DEFINITY sales decreased $36.8 million, or 64%, from 2007 to 2008, due to a 63% decline in sales volume as a result of the boxed warning in October 2007.

These decreases were offset, in part, by a $19.3 million, or 18%, increase in TechneLite sales due to a price increase in the United States offset, in part, by lower volumes in 2008. We gained share in 2007 as a result of a competitor manufacturing delay in 2007.

Cost of Goods Sold. Cost of goods sold in 2008 was $244.5 million, compared to $223.7 million in 2007, an increase of $20.8 million, or 9%. The increase in cost of goods sold was due, in part, to an $8.2 million inventory revaluation recorded in 2008 as a result of our acquisition from BMS, higher intangible amortization of approximately $900,000, higher insurance costs of $2.8 million, increased DEFINITY cost of $1.4 million due to increased volume, higher TechneLite cost of $6.2 million and a $3.6 million increase in third party product cost. These increases in costs were offset, in part, by a $2.3 million decrease in Cardiolite due to the 2008 generic event. Gross profit in 2008 was $292.3 million, compared to $405.5 million in 2007, a decrease of $113.2 million, or 28%. The decrease in gross profit was primarily attributable to decreased sales volumes from Cardiolite and DEFINITY resulting in decreases of $81.1 and $38.3 million, respectively, due to the expiration of the exclusivity rights of Cardiolite in 2008 and the DEFINITY boxed warning in 2007. In addition, there were higher intangible amortization and an inventory revaluation of $11.9 million. These amounts were offset, in part, by a $3.8 million increase in margin due to a change in TechneLite and Thallium mix and $14.3 million in other favorable product mix.

Sales and Marketing Expenses. Sales and marketing expenses for 2008 were $45.7 million, compared to $64.7 million for 2007. As a percentage of total revenue, sales and marketing expense was 8.5% and 10.3% for 2008 and 2007, respectively. The $19.0 million, or 29%, decrease in 2008 was primarily attributable to the following:

- a decrease of approximately $10.8 million in salary and related costs attributed to the closure of our European operations that were not included in 2008;

- a decrease of approximately $7.1 million in infrastructure costs, such as car leases, software and support following a reduction in force during 2007; and

- a decrease of $2.3 million in international employee travel, meetings, and other employee expenses due to restructuring and other support reduction efforts.

These decreases were offset, in part, by an increase of $1.2 million related to the loss of reimbursement of certain selling expenses that resulted from the termination of a certain co-promotion arrangement with a business partner.

General and Administrative Expenses. General and administrative expenses for 2008 were $64.9 million compared to $28.3 million for 2007. The $36.6 million, or 129%, increase in 2008 was primarily attributable to the following:

- an increase of approximately $13.0 million in termination and severance charges associated with the closure of our European operations in 2008;

- an increase of $10.9 million in transition related charges in accordance with our service support agreements with BMS following our acquisition;

- an increase of $12.1 million in consulting, information technology and other related expenses to support a stand-alone infrastructure, payroll implementation and other divestiture related activities;

- an increase of $4.4 million in legal costs to support our transition to a stand-alone business;
- an increase of approximately $980,000 for management advisory services as a result of the acquisition;
- an increase of $849,000 in stock-based compensation related to options grants issued to employees after the acquisition; and
- an increase of $1.3 million in salary, bonus and other related costs related to additional personnel hired in connection with the acquisition.

The increases were offset, in part, by the following:

- a $3.8 million decrease in international general and administrative costs related primarily to our change in how we operate in Europe;
- a $1.1 million decrease of stand-alone insurance costs as compared to allocated insurance charges prior to the acquisition;
- a $978,000 decrease in procurement related charges allocated to general and administrative prior to the acquisition. In 2008, we included procurement related charges in cost of products sold;
- a $839,000 decrease in educational grants; and
- a $381,000 decrease in other general and administrative charges due to lower stand-alone costs as compared to allocated general and administrative charges prior to the acquisition.

Research and Development Expenses. Research and development expenses in 2008 were $34.7 million compared to $50.0 million in 2007, a decrease of approximately $15.3 million, or 31%. This decrease was primarily due to the completion of Cardiolite pediatric trial and related expenses associated with that clinical trial, as well as a decrease in the number of employees performing research and development functions as a result of a restructuring in early 2007.

The following table summarizes the primary components of our research and development expenses for the years ended December 31, 2008 and 2007:

	Successor	Predecessor
	Year Ended December 31,	
	2008	2007
	(dollars in millions)	
Flurpiridaz F18	$ 2.3	$ 0.2
Cardiolite Pediatric	0.4	6.5
Other clinical programs	1.5	3.0
Total clinical programs	4.2	9.7
Personnel salary, benefits and other employee related	17.0	22.6
General research and development expenses	13.5	17.7
Total research and development expenses	$ 34.7	$ 50.0

The following summarizes the expenses associated with our primary research and development programs:

Flurpiridaz F18 (PPA). We incurred $2.3 million in expenses in 2008 related to our PPA program compared to $200,000 during 2007, an increase of $2.1 million, or 1050%. This increase was primarily due to clinical services, and analysis costs related to our Phase II clinical trial.

Cardiolite Pediatric Study. Approximately $6.1 million in lower Cardiolite pediatric clinical trial costs upon submission to the FDA in December 2007 and subsequent approval of pediatric extension in January 2008.

Other Clinical Programs. During 2008, we incurred $1.5 million in expenses related to other clinical trial programs compared to $3.0 million during 2007, a decrease of $1.5 million or 50%. The decrease primarily related to DEFINITY clinical trials relating to contractor support and professional services for the closure of the Phase IV study.

Personnel salary, benefits and employee-related expenses were $17.0 million in 2008, compared to $22.6 million in 2007, a $5.6 million or 25% decrease. This decrease was due to a $2.9 million decrease in salary and travel personnel related costs and a $2.7 million decrease in associated benefit costs due to headcount reductions in research and development related to our 2007 restructuring.

General research and development expenses were $13.5 million in 2008 compared to $17.7 million in 2007, a $4.2 million, or 24%, decrease. The decrease is due primarily to a $3.5 million decrease in professional services, offset, in part, by an increase in $600,000 related to pharmacovigilance and other related costs. Unallocated facility-related costs were $7.5 million in 2008, compared to $8.2 million in 2007. The decrease was primarily due to reduced infrastructure costs. The remaining general research and development expenses, which are incurred in support of all of our research and development programs, are not easily allocable to any individual program, and therefore, have been included in general research and development expenses.

Restructuring Charges. During 2007, we recorded charges of $9.8 million in termination benefits and other related costs for workforce reductions of approximately 150 manufacturing, research and development, selling and administrative personnel primarily due to the closure of two clinical programs and the projected loss of exclusivity for Cardiolite in 2008. A determination was made by management to realign resources consistent with the scale of the business, taking into account needs of customers and patients we serve.

Other

Interest Expense. Interest expense was $31.0 million in 2008 and was related to our debt facility which we entered into on January 8, 2008. Prior to 2008 we did not have a debt facility.

Other Income (Expense), Net. Other income, net in 2008 was $3.0 million, compared to $4.2 million of other expense in 2007. The increase was primarily attributable to foreign exchange gains and changes in the amount of income recognized related to our tax indemnification agreement with BMS.

Segment Discussion

We have five operating segments, which are: United States, Canada, Australia, United Kingdom and Puerto Rico. The Company's segments derive revenues through the manufacturing, marketing, selling and distribution of medical imaging products, focused primarily on cardiovascular diagnostic imaging. As of June 30, 2010, no single operating segment, outside of the United States, accounts for more than 10% of total sales, 10% of operating profit or 10% of total assets. In addition, there are no significant trends or factors which are unique to any one operating segment and, as a result, management believes that a discussion of segment operating results is not necessary to obtain an understanding of our results of operations.

Liquidity and Capital Resources

Cash Flows

The following table provides information regarding our cash flows:

	Six months ended June 30	
	2010	2009
	(dollars in thousands)	
Cash provided by (used in):		
Operating activities	$ 12,642	$ 60,940
Investing activities	(4,386)	(32,728)
Financing activities	(16,137)	5,073
Effect of foreign exchange rate on cash	46	657
Net (decrease) increase in cash and cash equivalents	$ (7,835)	$ 33,942

The following table provides information regarding our cash flows:

	Successor		Predecessor
	Year Ended December 31,		
	2009	2008	2007
	(dollars in thousands)		
Cash provided by (used in):			
Operating activities	$ 95,783	$ 178,445	$ 243,218
Investing activities	(38,351)	(530,832)	(4,808)
Financing activities	(49,102)	376,466	(235,880)
Net increase in cash and cash equivalents	$ 10,444	$ 21,036	—

Net Cash Provided by Operating Activities

Our primary sources of operating cash flows are products sold. Our primary uses of cash in our operations are for inventories and other costs of product sales, sales and marketing expenses, research and development expenses, general and administrative expenses and interest payments.

Net cash provided by operating activities in the first six months of 2010 reflected our net income of $3.4 million, adjusted by non-cash expenses totaling $24.9 million and changes in accounts receivable, prepaid expenses, inventories, income taxes payable, accrued expenses and other operating assets and liabilities totaling $15.7 million. Non-cash items included amortization and depreciation of $17.4 million, provisions for excess and obsolete inventory of $2.2 million, stock-based compensation of $576,000 and changes in deferred income taxes of $1.0 million. Accounts receivable increased by $2.8 million primarily due to the timing of net product sales within the period. Inventories increased by $11.2 million, primarily due to the purchase of Ablavar, Cardiolite and DEFINITY product. Prepaid expenses and other assets increased by $967,000, primarily due to the timing of prepayments relating to certain contractual obligation and insurance payments. Income tax payable decreased $4.3 million as payments have been made in the current period. Accounts payable increased by $5.0 million, primarily due to an increase in payables related to manufacturing, product development and interest expenses. Accrued expenses decreased by $3.0 million, primarily due to a decrease in accrued bonuses. Deferred revenue increased by $1.5 million, primarily due to the deferral of new product shipments in the period.

Net cash provided by operating activities in the first six months of 2009 reflected our net income of $18.7 million, adjusted by non-cash expenses totaling $30.9 million and changes in accounts receivable, prepaid expenses, inventories, income taxes payable, accrued expenses and other operating

assets and liabilities totaling $11.4 million. Non-cash items included amortization and depreciation of $19.8 million, provisions for excess and obsolete inventory of $2.2 million, stock-based compensation of $467,000 and changes in deferred income taxes of $6.4 million. Accounts receivable decreased by $23.6 million, primarily due to decreased net product sales. Inventories increased by $11.0 million, primarily due to timing of shipments at year end. Deferred revenue increased by $8.9 million, primarily due to the deferral of license revenue. Prepaid expenses and other assets decreased by $6.1 million, primarily due to the utilization of income tax prepayments. Accounts payable decreased by $607,000, primarily due to decreased payables related to manufacturing, product development and marketing expenses. Accrued expenses decreased by $13.5 million, primarily due to the reduction of accrued bonuses and the receipt of invoices post-period end. Income tax payable decreased by $2.1 million due to timing of tax payments.

Net cash provided by operating activities in 2009 reflected our net income of $20.4 million, adjusted by non-cash expenses totaling $63.2 million and changes in accounts receivable, prepaid expenses, inventories, income taxes payable, accrued expenses and other operating assets and liabilities totaling $12.2 million. Non-cash items included amortization and depreciation of $41.7 million, stock-based compensation of $1.2 million and changes in deferred income taxes of $10.8 million. Accounts receivable decreased by $28.0 million, primarily due to decreased net product sales. Inventories increased by $10.6 million, primarily due to the purchase of $4.1 million of Ablavar API, and finished goods. Deferred revenue increased by $6.0 million, primarily due to the receipt and partial deferral of a $10.0 million special license fee from a single customer. Prepaid expenses and other assets decreased by $5.5 million, primarily due to the utilization of prepaid income taxes and the timing of prepayments on insurance renewals. Income tax payable increased $1.5 million from a prepaid position in the prior year. Accounts payable decreased by $3.2 million, primarily due to a reduction in payables related to manufacturing, product development and marketing expenses. Accrued expenses decreased by $15.0 million, primarily due to a decrease in transition related costs and accrued bonuses.

Net cash provided by operating activities in 2008 reflected our net income of $42.8 million, adjusted by non-cash expenses totaling $107.2 million and changes in accounts receivable, prepaid expenses, inventories, income taxes payable, accrued expenses and other operating assets and liabilities totaling $28.5 million. Non-cash items included amortization and depreciation of $73.2 million, stock-based compensation of $1.4 million and changes in deferred income taxes of $4.4 million. Inventories decreased by $5.3 million, primarily due to timing of shipments at year end. Deferred revenue increased by $4.1 million, primarily due to the deferral of revenue related to certain distributor arrangements. Prepaid expenses and other assets increased by $1.8 million, primarily due to prepayments on insurance and related fees, including income tax. Accounts payable increased by $5.1 million, primarily due to increased payables related to manufacturing, product development and marketing expenses. Accrued expenses increased by $21.7 million, primarily due to an increase in transition related costs and accrued bonuses. Income tax payable decreased by $6.0 million due to timing of tax payments.

Net cash provided by operating activities in 2007 reflected our net income of $151.3 million, adjusted by non-cash expenses totaling $63.4 million and changes in accounts receivable, prepaid expenses, inventories, income taxes payable, accrued expenses and other operating assets and liabilities totaling $28.5 million. Non-cash items included amortization and depreciation of $71.8 million, stock-based compensation of $2.4 million and changes in deferred income tax of $12.4 million. Accounts receivable decreased by $24.6 million. Inventories increased by $0.8 million, primarily due to timing of shipments. Accounts payable decreased by $3.7 million, primarily due to a reduction in payables related to manufacturing, product development and marketing expenses. Accrued expenses increased by $1.5 million, primarily due to payments of bonuses and other general corporate expenses. Income tax liabilities increased by $6.9 million due to uncertain tax positions.

Net Cash Used in Investing Activities

Our primary uses of cash in investing activities are the purchase of property and equipment and the acquisition of product rights. Net cash used in investing activities in the first six months of 2010 and 2009 reflected the purchase of property and equipment for $4.2 million and $3.9 million, respectively. In addition, in the first six months of 2010 and 2009, investing activities used $215,000 and $28.8 million, respectively, of cash for the acquisition of the rights to a MRA agent, now known as Ablavar.

Net cash used in investing activities in 2009, primarily reflected the purchase of the Ablavar product rights for $29.5 million and property and equipment for $8.9 million. Net cash used in investing activities in 2008 primarily reflected the Holdings acquisition of the BMSMI and the purchase of property and equipment. Net cash used in investing activities in 2007 primarily reflected purchases of property and equipment for $4.8 million. We do not expect to have significant proceeds from investing activities.

Net Cash Provided by (Used in) Financing Activities

Historically, our primary sources of cash flows from financing activities have been the proceeds from the issuance of our term loan of $296.5 million, proceeds from borrowing on our line of credit of $28.0 million and proceeds from the issuance of common stock of $245.4 million. Going forward, we expect our primary sources of cash flows from financing activities to be equity or debt issuances or other arrangements that we may make or into which we may enter. Our primary historical uses of cash in financing activities are principal payments on our term loan and line of credit. On May 10, 2010, we issued $250.0 million of 9.750% Senior Notes due in 2017 (the "Restricted Notes"). The proceeds of the Restricted Notes were used (i) to repay amounts due under our Credit Agreement and (ii) to pay a dividend to Holdings to repay its $75.0 million demand note and for it to repurchase $90.0 million of Holdings' Series A Preferred Stock at the accreted value.

Net cash used in financing activities in 2009 reflected aggregate principal payments on our term loan of $49.1 million and proceeds from the draw down on our line of credit of $28.0 million offset by payments on our line of credit of $28.0 million.

Net cash provided by financing activities in 2008 reflected proceeds from the issuance of our term loan of $296.5 million and proceeds from the issuance of common stock of $245.4 million offset by aggregate principal payments on our term loan $153.7 million and debt issuance costs in connection with issuance of the term loan of $11.7 million.

Net cash used in financing activities in 2007 reflected net transfers of cash to BMS of $235.9 million.

Sources of Liquidity

On May 10, 2010, we issued the Restricted Notes at face value, net of issuance costs of $6.3 million, under an indenture, dated May 10, 2010. The net proceeds of the Restricted Notes were used to repay $77.9 million due under our outstanding credit agreement and to issue a $163.8 million dividend, which utilized $65.7 million of retained earnings and $98.1 million of additional paid in capital, to Holdings to repay a $75.0 million demand note it issued and for Holdings to repurchase $90.0 million of Holdings' Series A Preferred Stock at the accreted value. The Restricted Notes mature on May 15, 2017. Interest on the Notes accrues at a rate of 9.750% per annum and is payable semiannually in arrears on May 15 and November 15 commencing on November 15, 2010. We anticipate our annual interest expense will increase to $24.4 million as a result of the Restricted Note issuance. The increase in interest expense related to the Restricted Notes will be offset, in part, by the elimination of principal payments which were required under the Credit Agreement and were being

made on an accelerated basis through April 2010, as well as an expected increase in our results of operations and cash flows from growth in DEFINITY, Ablavar and TechneLite, now that the NRU reactor is again operational.

In addition, our revolving line of credit was replaced with a $42.5 million revolving credit facility (the "Facility") with the ability to request the lenders to increase the Facility by an additional amount of up to $15.0 million at the discretion of the lenders. Interest on the Facility will be at LIBOR plus 4% or Reference Rate (as defined in the agreement) plus 2.5%. At June 30, 2010, there were no amounts outstanding under the Revolver and our aggregate borrowing capacity was $42.5 million.

The Notes contain certain covenants of us and the guarantors that limit the payments of dividends, incurrence of additional indebtedness and guarantees, issuance of disqualified stock and preferred stock, transactions with affiliates, and a merger, consolidation or sale of all or substantially all of our assets. As of June 30, 2010, we were in compliance with all applicable covenants. In addition, we are required to comply with financial covenants in the Facility, including a total leverage ratio and interest coverage ratio, beginning with the quarter ending September 30, 2010, as well as limitations on the amount of capital expenditures. The financial ratios are determined by our earnings before interest, taxes, depreciation and amortization ("EBITDA"). The total leverage ratio is the financial covenant that is currently the most restrictive, which requires Lantheus Intermediate and its Subsidiaries (as defined in the Facility) to maintain a leverage ratio of 3.75 to 1.00 for each fiscal quarter in 2010 beginning with the quarter ending September 30, 2010 and the first three fiscal quarters in 2011, 3.50 to 1.00 in the last fiscal quarter of 2011 and the first three fiscal quarters of 2012 and 3.25 to 1.00 thereafter. The interest coverage ratio requires Lantheus Intermediate and its Subsidiaries (as defined in the Facility) to have a coverage ratio of 2.25 to 1.00 for each fiscal quarter in 2010 and 2011 and the first three fiscal quarters of 2012, and 2.50 to 1.00 thereafter. Although we believe that our anticipated EBITDA amounts will be sufficient such that we will be in compliance with our financial covenants, if our upcoming quarterly earnings are not sufficient, we could be in violation of the leverage ratio covenant.

We entered into an inventory supply agreement with a third party in connection with the launch of Ablavar. This agreement has a minimum quarterly purchase commitment ranging from $6.3 million to $7.5 million through September 2012. Accordingly, significant cash outflows will be required during the term of this purchase commitment and costs incurred in connection with the product launch, with limited cash inflows from Ablavar until market penetration increases further. We believe that we will be able meet this obligation as a result of our expected increase in results of operations and cash flows which we believe will result from continued increases in the sale of DEFINITY which continues to experience market growth towards sales levels prior to the boxed warning, increase in the sale of TechneLite resulting from the NRU reactor recently becoming operational and the anticipated return of a normalized and sustained Moly supply, increase in the sales of Ablavar as we continue our U.S. launch of the product and, with the acquisition of the remaining rest of world rights, the potential for sales in non-U.S. markets, and the anticipated continued strong position of Cardiolite.

Funding Requirements

Our future capital requirements will depend on many factors, including:

- the level of product sales of our currently marketed products and any additional products that we may market in the future;
- the scope, progress, results and costs of development activities for our current product candidates;
- the costs, timing and outcome of regulatory review of our product candidates;
- the number of, and development requirements for, additional product candidates that we pursue;

- the costs of commercialization activities, including product marketing, sales and distribution;
- the costs and timing of establishing manufacturing and supply arrangements for clinical and commercial supplies of our product candidates and products;
- the costs of continuing compliance with numerous regulatory and legal requirements in the United States and the rest of the world;
- the extent to which we acquire or invest in products, businesses and technologies;
- the extent to which we choose to establish collaboration, co-promotion, distribution or other similar arrangements for our marketed products and product candidates; and
- the costs of preparing, filing and prosecuting patent applications and maintaining, enforcing and defending claims related to intellectual property owned by or licensed to us.

To the extent that our capital resources are insufficient to meet our future capital requirements, we will need to finance our cash needs through public or private equity offerings, debt financings, corporate collaboration and licensing arrangements or other financing alternatives, to the extent such transactions are permissible under the covenants of our indenture and credit agreement. If any of the transactions require a waiver under the covenants in our indenture and credit agreement, we will seek to obtain such a waiver to remain in compliance with the covenants of the indenture and credit agreement. Our only committed external source of funds is borrowing availability under our credit facility. On May 10, 2010, our $50.0 million revolving credit facility was replaced with a new $42.5 million revolving credit facility. At June 30, 2010 we had $42.5 million of borrowing availability under the facility. Additional equity or debt financing, or corporate collaboration and licensing arrangements, may not be available on acceptable terms, if at all.

As of June 30, 2010, we had $23.6 million of cash and cash equivalents. Based on our current operating plans, we believe that our existing cash and cash equivalents, results of our operations and our revolver will be sufficient to continue to fund our liquidity requirements for at least the next twelve months.

Contractual Obligations

Contractual obligations represent future cash commitments and liabilities under agreements with third parties and exclude contingent contractual liabilities for which we cannot reasonably predict future payment, including contingencies related to potential future development, financing, certain suppliers, contingent royalty payments and/or scientific, regulatory, or commercial milestone payments under development agreements. The following table summarizes our contractual obligations as of June 30, 2010:

	Payments Due by Period				
	Total	Less than 1 Year	1 - 3 Years	3 - 5 Years	More than 5 Years
	(dollars in thousands)				
Debt obligations (principal)	$ 250,000	$ —	$ —	$ —	$ 250,000
Interest on debt obligations	168,594	24,375	48,750	48,750	46,719
Operating leases(1)	4,072	870	1,362	983	857
Purchase obligations(2)	275,878	149,982	107,306	18,590	—
Asset retirement obligation	3,959	—	—	—	3,959
Other long-term liabilities(3)	28,626	—	—	—	28,626
Total contractual obligations	$ 731,129	$ 175,227	$ 157,418	$ 68,323	$ 330,161

(1) Operating leases include minimum payments under leases for our facilities and certain equipment.

(2) Purchase obligations include fixed or minimum payments under manufacturing and service agreements with third-parties.

(3) Due to the uncertainty related to the timing of the reversal of uncertain tax positions, the liability is not subject to fixed payment terms and the amount and timing of payments, if any, which we will make related to this liability, are not known.

Interest Rate Risk

We are subject to interest rate risk in connection with revolving credit facility, which is variable rate indebtedness. Interest rate changes could increase the amount of our interest payments and thus negatively impact our future earnings and cash flows. As of June 30, 2010, there was no amount outstanding under our revolving credit facility. Any increase in the interest rate under the revolving credit facility will have a negative impact on our future earnings, depending on the outstanding balance of the revolving credit facility during the respective period.

Off-Balance Sheet Arrangements

Since inception, we have not engaged in any off-balance sheet arrangements, including structured finance, special purpose entities or variable interest entities.

Effects of Inflation

We do not believe that inflation has had a significant impact on our revenues or results of operations since inception. We expect our cost of product sales and other operating expenses will change in the future in line with periodic inflationary changes in price levels. Because we intend to retain and continue to use our property and equipment, we believe that the incremental inflation related to the replacement costs of such items will not materially affect our operations. However, the rate of inflation affects our expenses, such as those for employee compensation and contract services, which could increase our level of expenses and the rate at which we use our resources. While our management generally believes that we will be able to offset the effect of price-level changes by adjusting our product prices and implementing operating efficiencies, any material unfavorable changes in price levels could have a material adverse affect on our financial condition, results of operations and cash flows.

Foreign Currency Risk

We face exposure to movements in foreign currency exchange rates whenever we, or any of our subsidiaries, enter into transactions with third parties that are denominated in currencies other than our, or its, functional currency. Intercompany transactions between entities that use different functional currencies also expose us to foreign currency risk. During 2009 and the first six months of 2010, the net impact of foreign currency changes on transactions was a gain of $794,000 and a loss of $662,000, respectively. Historically, we have not used derivative financial instruments or other financial instruments to hedge such economic exposures.

Gross margins of products we manufacture at our U.S. plants and sell in currencies other than the U.S. Dollar are also affected by foreign currency exchange rate movements. Our gross margin on total revenue was 48.7% in 2009 and 47.3% in the first six months of 2010. If the U.S. Dollar had been stronger by 1%, 5% or 10%, compared to the actual rates during 2009, our gross margin on total net product sales would have been 48.7%, 49.0% and 49.3%, respectively. If the U.S. Dollar had been stronger by 1%, 5% or 10%, compared to the actual rates during the first six months of 2010, our gross margin on total net product sales would have been 47.3%, 47.6% and 47.9%, respectively.

In addition, a portion of our earnings is generated by our foreign subsidiaries, whose functional currencies are other than the U.S. Dollar (in which we report our consolidated financial results), our earnings could be materially impacted by movements in foreign currency exchange rates upon the translation of the earnings of such subsidiaries into the U.S. Dollar.

If the U.S. Dollar had been uniformly stronger by 1%, 5% or 10%, compared to the actual average exchange rates used to translate the financial results of our foreign subsidiaries, our net product sales and net income for the first six months of 2010 would have been impacted by approximately the following amounts:

	Approximate Decrease in Net Revenue	Approximate Decrease in Net Income
	(dollars in thousands)	
1%	$ (316)	$ (11)
5%	(1,578)	(55)
10%	(3,156)	(109)

Recent Accounting Standards

In October 2009, the FASB issued an update to the accounting standard for revenue recognition related to multiple-element arrangements, which in certain instances requires companies to allocate revenue in arrangements involving multiple deliverables based on the estimated selling price of each deliverable, even though such deliverables are not sold separately either by the company itself or other vendors. This standard eliminates the requirement that all undelivered elements must have objective and reliable evidence of fair value before a company can recognize the portion of the overall arrangement fee that is attributable to items that already have been delivered. As a result, the new guidance may allow some companies to recognize revenue on transactions that involve multiple deliverables earlier than under previous requirements. We will adopt this standard in the first quarter of 2011 and the adoption is not expected to have a material effect on our consolidated financial statements.

INDUSTRY AND MARKET DATA

We obtained the market and competitive position data used throughout this prospectus from our own research, surveys or studies conducted by third parties and industry or general reports compiled by industry and professional organizations, including Global Industry Analysts, Inc. ("GIA"), Frost and Sullivan, Inc. ("Frost & Sullivan") and CMS. Industry publications and surveys generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information.

BUSINESS

Overview

We are a leading specialty pharmaceutical company that develops, manufactures and distributes innovative diagnostic medical imaging products on a global basis. Our current imaging agents primarily assist in the diagnosis of heart, vascular and other diseases using nuclear imaging, echocardiography and MRI technologies. We also have a full clinical and preclinical development pipeline of next-generation and first-in-class products that use PET and MRI technologies. We believe that our products offer significant benefits to patients, healthcare providers and the overall healthcare system. As a result of more accurate diagnosis of disease, we believe our products allow healthcare providers to make more informed patient care decisions, potentially improving outcomes, reducing patient risk and decreasing costs for payors and the entire healthcare system.

With direct operations in the United States, Puerto Rico, Canada and Australia, we have a long and distinguished history of developing and commercializing innovative market-changing products.

Our principal branded products include DEFINITY, Cardiolite and TechneLite, which, in the aggregate, accounted for approximately 76% of our total revenues in 2009. For the year ended December 31, 2009, we generated total revenues, net income, EBITDA and Adjusted EBITDA of $360.2 million, $20.4 million, $96.2 million and $99.9 million, respectively.

Our Products

DEFINITY

DEFINITY Vial for (Perflutren Lipid Microsphere) Injectable Suspension is the leading ultrasound contrast agent used during echocardiographic exams. In the United States, DEFINITY is indicated for use in patients with suboptimal echocardiograms to opacify the left ventricular chamber of the heart and to improve the delineation of the left endocardial border of the heart.

DEFINITY is sold in vials that contain a clear, colorless, sterile, non-pyrogenic hypertonic liquid, which upon activation with the aid of Vialmix, provides a homogenous, opaque, milky white injectable suspension of perflutron lipid microspheres.

DEFINITY primarily competes with Optison, a GE Healthcare product, as well as other imaging modalities. DEFINITY was the leading ultrasound contrast agent used by echo-cardiologists in 2009. DEFINITY is an advanced technology, derived from a synthetic lipid based coating, which we believe is superior to the alternatives.

DEFINITY, and other drugs in the same class of agents (including Optison), received a boxed warning from the FDA in October 2007 due to serious cardiopulmonary reactions following the administration of DEFINITY. The label warned that DEFINITY and other similar perflutren-based imaging agents were not suitable in patients who have unstable angina, unstable cardiopulmonary disease or a history of acute heart attacks, and suggested that all patients that use DEFINITY should be monitored for 30 minutes following use. When the boxed warning went into effect, most of DEFINITY's customers placed a hold on new orders to obtain legal approval from the appropriate departments within their hospitals and offices and to update protocols for usage. Sales prior to the issued warning were at a last quarter annualized run-rate of $66.5 million as of September 2007, with an approximate 3% penetration of all echocardiograms. Immediately following the boxed warning in October 2007, sales decreased to an annualized run rate of approximately $11.2 million based on the three months ended January 2008.

Without our requesting them to do so, physicians within the cardiology and echocardiology communities campaigned in support of DEFINITY and sent a letter signed by 161 cardiologists to the FDA stating that the benefits of the product outweighed the risks and urged that the boxed warning be

removed. The FDA subsequently revised the boxed warning in May 2008 to state that only at-risk patients should be monitored for 30 minutes after use, and in July 2008 the FDA posted the update to the warning label on its website. Along with the revised boxed warning, numerous clinical studies have been published on the clinical effectiveness and safety of DEFINITY. For example, the American College of Cardiology published a paper supporting the use of contrast echocardiography ("CE"). The paper stated that the utilization of CE in technically difficult cases improves endocardial visualization and impacted cardiac diagnosis, resource utilization and patient management. Furthermore, the study reported that after using CE, the percentage of un-interpretable cases decreased from approximately 12% to under 0.5% and technically difficult cases decreased from approximately 87% to under approximately 10%.

We initially launched DEFINITY in 2001, with market exclusivity through the end of 2016. In June 2008, we relaunched DEFINITY. Since the product's relaunch, U.S. sales of DEFINITY have continued to increase, reflecting a compound annual growth rate of more than 55% through June 30, 2010. Annualized revenues from worldwide sales of DEFINITY improved to $58.3 million (based on revenue from sales of DEFINITY of $29.1 million for the six months ended June 30, 2010). We are actively engaged in driving consensus on the clinical utility of DEFINITY and the favorable benefit/risk profile through multiple publications and aligning ourself with key societies such as the American Society of Echocardiography (ASE), International Contrast Ultrasound Society (ICUS) and Intersocietal Commission for the Accreditation of Echocardiography Laboratories (ICAEL). Nearly 2.8 million patients have been administered DEFINITY through June 2010. With the steps outlined above and increased acceptance by sonographers and cardiologists, we believe that penetration should continue to increase significantly.

Cardiolite

Cardiolite (Kit for Preparation of Technetium Tc99m Sestamibi for Injection), also known as "sestamibi", is the leading technetium-based radiopharmaceutical used in MPI procedures. Cardiolite is primarily used for detecting coronary artery disease. As of June 30, 2010, Cardiolite has been used to image more than 40 million patients. Cardiolite is sold as a lyophilized vial that is administered by intravenous injection for diagnostic use after reconstitution with radioactive saline in conjunction with our TechneLite generator. Compared to some alternatives, Cardiolite offers a non-invasive, more efficacious diagnostic approach with potentially less radiation exposure. Cardiolite was approved by the FDA in 1990 and its market exclusivity expired in July 2008. In September 2008, the first of several competing generic products was launched, and while we have faced significant pricing pressure, we continue to price Cardiolite at a modest premium and have been able to maintain a leading share because of strong brand awareness and loyalty within the cardiology community, as well as our strong relationships with various distribution partners.

Of total MPI injections in the period from January 2010 to June 2010, management believes we had approximately one third share of the segment followed by Myoview (a GE Healthcare product), the Covidien generic and Thallium. Cardiolite is currently priced at a modest premium to the generic, which was launched at a substantial discount to Cardiolite. While we expect the introduction of additional generics in the future, we believe that due to the complexity of both the product and the production process, there is a heightened awareness of product safety and focus on reliability. We have a strong distribution network and long-term relationships with two major distributors, Cardinal and UPPI, who together accounted for approximately three quarters of all nuclear medicine doses sold by radiopharmacies in the United States, as of December 31, 2009.

Cardiolite has grown exponentially since its launch in the United States in 1991 to peak year sales of over $400 million in the years ended December 31, 2005 through 2007. Cardiolite was a revolutionary diagnostic imaging agent at the time of its launch and required significant education of the cardiology and physician community. Adoption in the early years was dependent on informing

practitioners about the enhanced images that nuclear imaging could provide and its ability to better diagnose potential disease. Over the past two decades, more than 11,000 articles have been published naming Cardiolite. New imaging agents introduced and commercialized must go through a similar education process of the benefits to healthcare professionals and their patients. We intend to apply the internal experience and expertise we developed with the launch of Cardiolite and the resulting transformation of the cardiac diagnostic imaging field to the launch of Ablavar and our other clinical and preclinical candidates.

TechneLite

TechneLite is a technetium-based generator used by radiopharmacies to radiolabel Cardiolite and other Tc-99m radiopharmaceuticals used in nuclear medicine procedures. The generator consists of a glass column with fission-produced Moly adsorbed on alumina powder within the column. The terminally sterilized and sealed column is enclosed in a lead shield which is further sealed in a cylindrical plastic container. Cardiolite and other radiopharmaceuticals are activated by combining them with technetium, a daughter product of radio-decaying Moly which has been eluted from the generator.

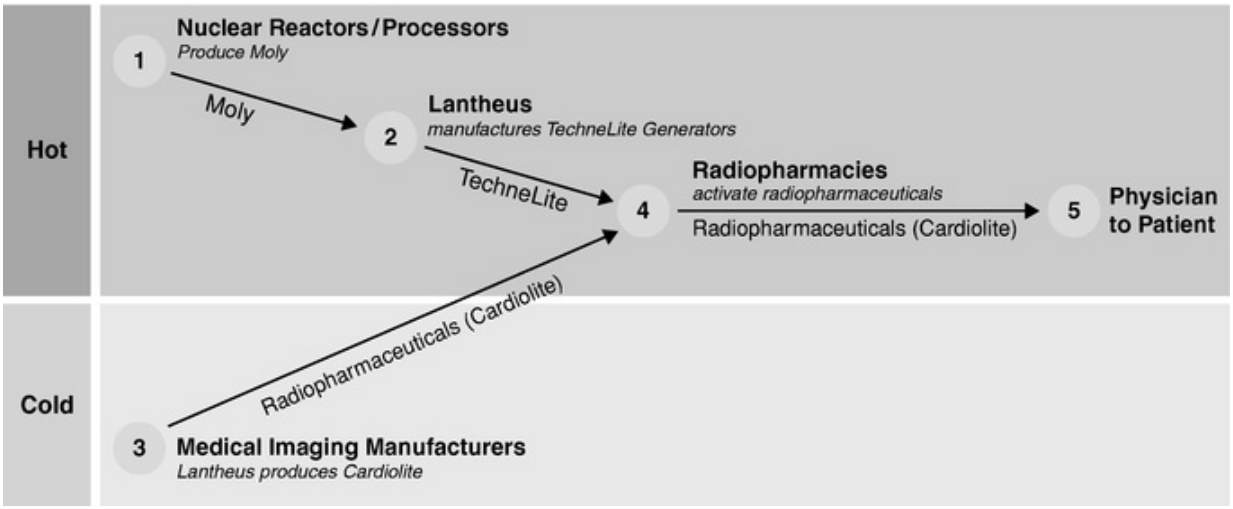
We produce 13 different sized generators under the name TechneLite. Most are sold to radiopharmacies that prepare and ship unit-doses of Cardiolite and other radiolabeled pharmaceuticals directly to hospitals. We have multi-year supply arrangements in place with the significant radiopharmacies, including GE Healthcare, Cardinal and UPPI.

In the United States, we currently compete primarily with Covidien for the sale of technetium-based generators. Where TechneLite is sold outside of the United States, our other major competitors currently include GE Healthcare in Europe, ANSTO in Australia and other regional manufacturers. Generally, competitors outside of North America face an economic disadvantage when shipping technetium-based generators into North America for use because of high transport costs (due to weight) and the short half-life of Moly.

From 2005 to 2008, Covidien experienced manufacturing issues with the Tc-99m product, including safety and regulatory warning letters from the FDA and temporary shutdowns of its manufacturing facilities. As a result, we benefited from increased sales during this time. Our share returned to pre-2006 levels in 2009 prior to the May 2009 shutdown of the NRU reactor in Canada, from which we receive a majority of our supply of Moly. The NRU reactor returned to service in August 2010.

TechneLite and Cardiolite both are dependent on Moly, the initial radioactive isotope created by nuclear reactors. Nuclear reactors run Uranium-235 targets through a nuclear fission process, and the fission products after further processing and finishing become medical isotope-grade Moly. Moly is then shipped to our manufacturing facilities, where we insert the Moly into our TechneLite generator. After TechneLite and Cardiolite are separately sent to radiopharmacies, "cold" Cardiolite is activated by combining it with the nuclear material technetium, thereby making it "hot." The activated radiopharmaceuticals are generally injected intravenously into the patient's body by a healthcare professional and bind to specific tissues and organs for a period of time. While certain other imaging modalities may result in anatomical outlines, nuclear imaging illustrates the functional health of imaged organs, tissues, cells and receptors within cells.

The following diagram illustrates the nuclear medicine production process:



Moly, with a half-life of about 66 hours, requires quick processing and delivery to us so that TechneLite generators can be built and shipped to our customers. We utilize our just-in-time business model, via dedicated charter aircraft and ground courier services, to ensure products are delivered to radiopharmacies and hospitals in a timely manner. Moly that is produced further away from our facilities decays or "melts" in transit. For instance, approximately one-third of Moly that is produced outside of North America decays before it reaches our facilities. We have historically received a majority of our supply of Moly from the NRU reactor in Chalk River, Canada, allowing for less decay and lower costs to us.

There are six major reactors located around the world which produce large-scale amounts of Moly: NRU located in Canada; HFR located in The Netherlands; BR2 located in Belgium; OSIRIS located in France; SAFARI located in South Africa; and OPAL located in Australia. Moly produced at these reactors is then finished at one of five finishing sites: MDS Nordion in Canada; Covidien in The Netherlands; IRE in Belgium, which also processes raw Moly for several other smaller European reactors; NTP in South Africa; and ANSTO in Australia.

Historically, our largest supplier of Moly has been MDS Nordion which relies on the NRU reactor, owned and operated by AECL, a Crown corporation of the Government of Canada, located in Chalk River, Ontario. From May 2009 until August 2010, this reactor was off-line due to a "heavy water" leak in the reactor vessel. Additionally, from February 2010 through September 2010, the HFR main reactor, another reactor that produces a large scale amount of Moly and the primary provider of Moly for Covidien, a competitor in North America, was shut down.

We have taken several steps in response to the Moly supply challenges, including significantly expanding sourcing from South Africa and Belgium, and pursuing global solutions. Last year, we entered into an agreement with NTP to supply us with Moly manufactured from the SAFARI reactor in South Africa. NTP, in turn, has partnered with IRE to co-supply us from the Belgian Reactor 2 (BR2). While this supply allowed us to continue to manufacture and sell technetium generators during the NRU reactor shutdown, this replacement capacity was not sufficient to replace the quantity of supply that we otherwise receive from MDS Nordion. We are also pursuing additional sources of Moly from potential new producers around the world to further augment our current supply. In addition, we are exploring a number of alternative Moly projects with existing reactors and technologies as well as new technologies. The Moly produced from these projects will likely not become available until 2013,

or thereafter. Barring another unforeseen reactor shutdown, we currently believe that we have sufficient Moly to serve our customers needs.

Ablavar

In April 2009, we purchased from EPIX its U.S., Canadian and Australian rights to Ablavar, an MRA agent recently approved by the FDA to evaluate aortoiliac disease in adult patients with known or suspected peripheral vascular disease. In June 2010, we purchased the rest of the world rights. Peripheral vascular disease of the lower extremities affects 8 to 12 million people in the United States. We paid an aggregate purchase price of $32.8 million for the rights, which included existing drug product and active pharmaceutical ingredients inventory. We launched the product in January 2010. A portion of these rights are in-licensed, including from Bayer Schering Pharma AG. Ablavar's market exclusivity expires in 2020.

Ablavar is a gadolinium-based contrast agent and is the first contrast agent approved for an MRA indication in the United States. Compared to other MRA contrast agents, Ablavar binds to human serum albumin, resulting in prolonged blood retention which facilitates imaging of the arteries, produces improved high-resolution images and assists in the identification of blood flow restrictions. Ablavar provides high resolution MRA images without painful and invasive arterial shunting required for conventional x-ray angiography. Although not approved for MRA use in the United States, other similar agents have been used in an off-label manner and often at doses that are significantly higher than specified on their respective labels for other approved indications in order to achieve optimal imaging. All of these agents contain gadolinium to facilitate the magnetic resonance imaging, and extra- cellular gadolinium-based agents have been associated with serious skin and internal organ side effects, including NSF in a limited number of patients. As a result, in May 2007, the FDA requested that manufacturers of all gadolinium- containing contrast agents add a boxed warning and a new warning section that describes the risk of NSF. Ablavar shares the boxed warning but requires a lower dose than other gadolinium-based agents to obtain a high-resolution image. In September 2010, the FDA requested that additional safety-related label changes be implemented for all gadolinium-based contrast agents to highlight the risks of NSF. Of the seven gadolinium-based contrast agents currently approved for use in the U.S., three of them were required by the FDA to include certain new contraindications relating to severe kidney disease. The FDA required no substantial changes to the Ablavar prescribing information. To date, we have had no reported cases of NSF and, to our knowledge, EPIX had no reported cases of NSF with Ablavar's predecessor, Vasovist. Neither we nor EPIX has been named as a party or joined in any litigation relating to NSF. We believe that over 90,000 doses of Ablavar and Vasovist have been sold to date. We believe that the albumin-binding characteristic, which allows substantially less contrast agent to be administered to a patient in comparison to other gadolinium-containing agents, along with the fact that Ablavar remains the only gadolinium-based contrast agent approved by the FDA for an MRA indication, positions the agent favorably for growth in North America and globally.

Other Products

Our remaining product portfolio constituted approximately 16% of our net revenues in 2009. Our other products include:

- *Neurolite*, which is a SPECT brain perfusion agent and used to assist in stroke imaging by accounting for the localization of strokes in patients who have already suffered from a stroke. We launched Neurolite in 1995. In 2009, Neurolite represented 5.2% of our total revenues;

- *Thallium*, which is an injectable and used in MPI studies using either planar or SPECT techniques for the diagnosis and localization of myocardial infarction. Thallium does not need to be activated with Tc-99m. We were the first to commercialize Thallium-201 in 1977 and it is

manufactured in-house using cyclotrons. Thallium constituted an estimated 20% share of total U.S. MPI injections in the period from January 2010 to June 2010, which was elevated from historical numbers when demand for Thallium rose due to the Moly shortage. In 2009, Thallium represented 4.1% of our total revenues;

- *Xenon Xe 133 Gas*, which is inhaled and used to assess pulmonary function and also for imaging blood flow, particularly in the brain. Xenon is manufactured by a third party and packaged in-house. In 2009, Xenon Xe 133 Gas represented 3.9% of our total revenues;

- *Gallium*, which is an injectable and useful in demonstrating the presence of Hodgkins disease, lymphomas and bronchogenic carcinomas. We manufacture Gallium in-house using cyclotrons. In 2009, Gallium represented 1.6% of our total revenues; and

- *Samarium*, which is an injectable and used to treat severe bone pain associated with certain kinds of cancer. We receive Samarium from a third party and finish and package it in-house. In 2009, Samarium represented 1.5% of our total revenues.

Our Competitive Strengths

We believe that our industry position, business model, proven results, reputation for innovation and quality, strong physician relationships and distribution arrangements provide us with a strong platform to reach our strategic goal, which is to provide cost effective, beneficial tools to physicians to improve patient care. Our competitive strengths include:

Established Leader in the Diagnostic Medical Imaging Industry

We are a world pioneer in nuclear cardiology and a leader in the diagnostic medical imaging industry. In addition to being the first company to commercialize Thallium, we believe we are recognized throughout the industry for the development or commercialization of important diagnostic agents including DEFINITY, Cardiolite and TechneLite. We believe we also have a proven track record of on-time delivery and a reputation as a high-quality and reliable provider, which we believe positions our products favorably with customers, key opinion leaders and professional societies. We have established strong sales and market share for each of our leading products and believe that we are well-positioned to meet the changing demands of the industry. From May 2009 until August 2010, the global Moly supply shortage adversely affected our ability to manufacture, distribute and sell TechneLite, currently our largest product by annual revenue. The ongoing Moly supply challenges resulted from aging nuclear reactor infrastructure and the market failure to attract sufficient replacement capacity. As a result, we have dedicated significant resources to obtain Moly from new sources. We have entered into new supply arrangements and are taking a leadership role in working with government officials in the United States and Canada to develop innovative long-term solutions to mitigate future supply constraints, including evaluating proposed new facilities and new technologies that could produce sufficient Moly to meet projected increased global demand. Barring another unforeseen reactor shutdown, we believe we have sufficient Moly to serve our customers' needs.

Leading R&D Expertise and Branded Intellectual Property

We have an experienced R&D team with a wide range of capabilities from discovery through clinical development, including Phase IV post-marketing studies. We believe that our R&D expertise, particularly utilizing radioisotopes and nuclear materials, enables us to continue our track record of innovation and to develop both next-generation and first-in-class products. In addition, the nature of R&D in diagnostic imaging products provides an ability to typically determine proof of concept much earlier in the development process than many other pharmaceutical products. The results of our R&D efforts are evidenced by our development pipeline of three new products. We believe that each of these products represents large market opportunities and has the potential to significantly enhance current

imaging methods or to fulfill currently unmet diagnostic medical imaging needs. We own patents for DEFINITY, TechneLite and our three pipeline products, all three of which were discovered and developed in-house. In addition, we own global rights to Ablavar, with market exclusivity expiring in the United States in 2020. Market exclusivity for our pipeline products would not expire until 2026, at the earliest. In aggregate, we have an extensive and valuable portfolio of 416 issued patents and 119 pending patent applications.

Complex Manufacturing Capabilities and Skilled Personnel

Our expertise in the design, development and validation of complex manufacturing systems and processes that our products require, as well as our track record of just-in-time manufacturing, has enabled us to become a leader in the diagnostic medical imaging industry. Regulatory requirements for the handling of nuclear materials are stringent. We have a highly experienced workforce and the technical expertise to reliably manufacture and distribute such products.

Part of the Healthcare Solution

We believe that diagnostic medical imaging should play an important role in the ongoing transformation of the U.S. healthcare system, and that our products should be part of the solution to the dual challenges of improved outcomes and reduced costs. By improving the diagnosis of disease, we believe our products allow healthcare providers to make more informed and better therapeutic decisions for their patients. Consequently, we believe more patients will receive more appropriate levels of care, potentially improving outcomes, reducing patient risk and decreasing costs for payors and the entire healthcare system. We are engaged in extensive outreach and education efforts with political decision-makers and policy experts to advocate this message.

Favorable Industry Trends

The diagnostic medical imaging industry is growing rapidly as a result of favorable demographic trends. According to GIA, sales of diagnostic medical imaging agents in North America were expected to have grown at a compound annual growth rate of 10.2% from 2004 to 2009, and are projected to grow at a compound annual growth rate of 5.2% from 2009 to 2015. Several demographic trends drive an increasing demand for diagnostic medical imaging procedures, including the aging of the population and the increased incidence and prevalence of obesity and cardiovascular disease. Heart disease is currently the leading cause of death for both women and men in the United States, and according to Frost & Sullivan, from 2009 to 2012, the U.S. population with coronary artery disease is expected to grow at a compound annual growth rate of 5.3%. The need for early detection and effective treatment drives the demand for diagnostic services, which we believe will drive volume growth for our products.

Strong Financial Profile

Historically, we have generated strong free cash flow, which is driven primarily by our significant operating margins, minimal maintenance capital expenditure requirements and favorable working capital dynamics. This has allowed us to repay a significant portion of our debt obligations prior to their maturity dates and provided us with the available liquidity to pursue key business development initiatives. On May 10, 2010, we issued the Restricted Notes, and with the proceeds, retired the balance of the loan that was used to finance the Acquisition. Since the Acquisition, we funded our business, including an expansive clinical development program, repaid the $296.5 million acquisition loan, redeemed approximately $160 million of Preferred Stock and paid for the $32.8 million acquisition of Ablavar with a combination of approximately equal amounts of cash from operations and external debt. The strength of our product portfolio, as evidenced by our leading position across most diagnostic modalities in which we participate, has contributed to our strong historical financial performance. In addition to our principal branded products, we expect the recent launch of Ablavar to enable us to

capitalize on the growing trends within the diagnostic medical imaging industry. We have historically and will continue to rely on our arrangements with leading distributors of radiopharmaceuticals to maintain or increase sales of our radiopharmaceutical products providing cash flow stability and availability for deleveraging or funding of other future growth initiatives.

Stable, Experienced Management Team

Our senior management team has an average of almost 25 years of healthcare industry experience and consists of industry leaders with significant expertise in product development and commercialization. Our management team is led by Don Kiepert, Chief Executive Officer and President, who has more than 35 years of healthcare industry experience, and Larry Pickering, Chairman and Avista healthcare industry partner, who spent 32 years at Johnson & Johnson in senior leadership positions. In addition, several top executives have been with us and our predecessors for more than 20 years. We believe that the strength of our management team demonstrates our expertise within the diagnostic medical imaging industry and our ability to operate in a highly regulated environment.

Research and Development; Product Pipeline

For the years ended December 31, 2007, 2008 and 2009, we invested $50.0 million, $34.7 million and $44.6 million, respectively, in research and development to provide our R&D organization with the resources to continue discovering and developing new diagnostic medical imaging agents. We maintain full R&D capabilities from discovery through clinical development, including Phase IV post-marketing studies. Our disciplined approach has created a strong product pipeline of three products which were discovered and developed in-house and are protected by patents we own in the United States and numerous foreign jurisdictions. We believe that each of these products represents large market opportunities and has the potential to significantly enhance current imaging methods or to fulfill currently unmet diagnostic medical imaging needs:

- a PET myocardial perfusion agent, flurpiridaz F18 (formerly known as BMS747158-2), which recently completed Phase II clinical trials and which we believe has the potential to become a leading next-generation myocardial perfusion agent;
- a PET agent, ^{18}F LMI1195, which recently completed Phase I clinical trials to identify patients that would benefit from implantation of an implantable cardioverter defibrillator ("ICD") in order to decrease risk of sudden cardiac death ("SCD"); and
- a vascular remodeling imaging agent, BMS 753951, currently in lead optimization preclinical development for identifying vulnerable plaque located in the cardiovascular system.

Flurpiridaz F18—PPA—Myocardial Perfusion

We are currently developing an internally discovered compound that has the potential to become a leading next-generation myocardial perfusion agent to work with PET technology. The application of PET in MPI represents a broad, emerging application for a technology typically associated with oncology and neurology, and we believe there is great potential for PPA as we believe PET adoption will increase significantly in the future. PPA is a fluorine 18-labeled compound that binds to the mitochondrial complex 1 (MC-1). PET is an important advance because it may potentially be the most accurate method of diagnosing coronary artery disease. MRI and CT scans show the structure of the heart, but PET can detect and measure changes in the metabolic processes of the tissues in or around the heart. Also, unlike echocardiograms or SPECT, PET imaging allows quantification of the flow of blood through the heart.

We have recently completed our Phase II program and our preliminary analysis of Phase II results suggests favorable safety and efficacy. We are currently designing our pivotal trial and expect to commence the trial in 2011. Market exclusivity for this product currently expires in 2026.

^{18}F LMI1195—Cardiac Neuronal Imaging Agent

We are currently developing an imaging compound which evaluates the status of the sympathetic nervous system in the heart. The sympathetic nervous system is involved in the progression of underlying heart disease and in the development of serious cardiac arrhythmias. We are investigating the possibility that this agent may be able to more accurately identify patients who are at high risk of adverse outcomes and may therefore benefit from devices such as implantable cardiac defibrillators.

Implants of ICDs in heart failure patients have been shown to provide both clinical and financial benefits. Several studies have demonstrated that implants of ICDs in heart failure patients decrease the risk of SCD, which claims as many as 450,000 lives every year in the United States. Myocardial infarction patients have a four to six times higher risk of SCD, while chronic heart failure patients have a six to nine times higher risk of SCD. The cost of an ICD procedure, at $56,000 to $102,000 per procedure, is expensive and approximately 14 implants are needed to save one life over a five-year period. As a result, patients and the healthcare system both serve to dually benefit from the ability to more accurately identify patients who actually need an ICD placement.

BMS 753951—Vascular Remodeling

We are currently developing an agent to identify patients at risk of SCD due to plaque rupture. This method is non-invasive and images the arterial vessel wall (as compared to the current method of coronary Computed Tomography Angiography that images the lumen or open space within the artery). According to the American Heart Association, 309,000 deaths per year occur outside the hospital due to coronary artery disease, and a majority of the deaths occur in people with undiagnosed coronary artery disease because of the limitations of current diagnostic techniques.

Distribution; Marketing and Sales

We distribute our products in the United States and internationally through radiopharmacies, distributor relationships and our direct sales force. In the United States, the majority of radiopharmacies are controlled by or associated with three entities.

- Cardinal constitutes approximately one half of the aggregate U.S. radiopharmaceutical doses sold in 2009 and its 155 radiopharmacies tend to be located in large, densely populated urban areas.

- UPPI is a cooperative purchasing group of 138 independently-owned or smaller chains of U.S. radiopharmacies. These independents plus an additional 22 unofficial independents represent between 35 and 40% of the aggregate U.S. radiopharmaceutical doses sold in 2009 (after giving effect to the Triad transaction described below). UPPI's pharmacies tend to be located in suburban and rural areas of the country. In June 2010, Triad Isotopes, the largest individual member of UPPI with 26 radiopharmacies in its specific group, completed the purchase of 37 additional U.S. radiopharmacies from Covidien. Prior to the Triad acquisition, the Covidien pharmacies had approximately 10% of aggregate U.S. radiopharmacy doses, with radiopharmacies located in metropolitan areas through which they distributed Covidien's own generic sestamibi as well as GE Healthcare's Myoview. We believe that this acquisition may create an opportunity to penetrate an incremental distribution channel.

- GE Healthcare had approximately 10% of aggregate U.S. radiopharmacy doses and 31 radiopharmacies that purchase our TechneLite generators but largely distribute Myoview.

Cardiolite, and similar products, can also be sold directly to hospitals and clinics. This is a small portion of our overall sales (approximately 4%), as the majority of hospitals and clinics do not maintain the in-house radiopharmaceutical capabilities and operations that are necessary to activate Cardiolite.

We have a strong distribution network and have long-term relationships with Cardinal and UPPI, who together account for approximately 75% of nuclear medicine doses sold by radiopharmacies in the United States as of December 31, 2009. Cardinal and UPPI distribute Cardiolite and TechneLite and we have a multi-year relationship with GE Healthcare for the distribution of TechneLite. Internationally, we utilize distributor relationships in Europe, Asia and Latin America to distribute our products. We recently announced a new distribution arrangement in India, a market which we believe has strong growth potential. Our distribution arrangements with our major U.S. radiopharmacy customers are pursuant to multi-year contracts, each of which is subject to renewal, from as soon as December 2010 until as late as December 2014. These contracts generally contain provisions relating to, among other things, quantity, specifications, price, payment, performance, quality, compliance, intellectual property, confidentiality, liability, remedies and recourse, assignment and termination. The termination provisions generally permit the customer to terminate only in the event of our uncured breach, our bankruptcy or other insolvency, or a force majeure event for a sustained period of time.

In Canada, we own five radiopharmacies and have our own sales force, which allows us to control the marketing, distribution and sale of our nuclear products and not rely on large radiopharmacy intermediaries to distribute these products. Similarly, in both Australia and Puerto Rico, we own two radiopharmacies each and have our own sales force, allowing us to control the marketing, distribution and sale of our nuclear products. However, in the rest of the world, we have no additional radiopharmacies or sales force, and therefore rely on distributors to market, distribute and sell our products, either on a country-by-country basis or on a multi-country regional basis.

Marketing and sales efforts by diagnostic medical imaging companies are continually undergoing adjustments to comply with the increasingly restrictive regulatory environment. Increasingly, decision making is shifting to healthcare executives who evaluate treatment approaches from the perspective of treating large populations, attempting to minimize treatment errors and achieve greater predictability of patient outcomes and cost. This shift from the traditional approach, which placed greater emphasis on a physician's preferences, demands a comprehensive understanding of how our products delivers value to the healthcare system. We are currently redesigning our sales and marketing organization to ensure that we are able to effectively communicate the full value of our products to a more diverse and business oriented set of medical professionals.

Customers

For the year ended December 31, 2009, our largest customers were Cardinal, UPPI and GE Healthcare, accounting for approximately 30%, 16% and 9%, respectively, of our global net sales.

Competition

We compete primarily on the ability of our products to capture market share and generate free cash flow through their proven efficacy, reliability and safety, as well as our efficient manufacturing processes, distribution network, customer service and field sales organization. We believe that these product characteristics and core competencies distinguish us from our competitors.

The market for diagnostic medical imaging agents is highly competitive and continually evolving. Our principal competitors in existing diagnostic modalities include large, global companies with substantial financial, manufacturing, sales and marketing, and logistics resources and that are more diversified than us, such as Covidien, GE Healthcare, Bayer Schering Pharma AG and Bracco, as well as other competitors. We cannot anticipate their competitive actions, such as price reductions on products that are comparable to our own, development of new products that are more cost-effective or

have superior performance than our current products, and the introduction of generic versions when our proprietary products lose their patent protection. Our current or future products could be rendered obsolete or uneconomical as a result of this competition.

Generic competition has eroded our share for Cardiolite and may continue to do so. We are currently aware of four separate generic offerings of sestamibi, Cardiolite's generic name. To the extent these generic competitors further reduce their prices, we may be forced to further reduce the price of Cardiolite.

Raw Materials and Supply Relationships

As discussed above, there are six major reactors located around the world which produce large scale amounts of Moly, the critical active pharmaceutical ingredient in our TechneLite generators. Historically, our largest supplier of Moly has been MDS Nordion which has relied on the NRU reactor in Chalk River, Ontario. This reactor was off-line from May 2009 until August 2010 due to a "heavy water" leak in the reactor vessel. We have taken several steps in response to the global Moly shortage, including expanding sourcing from South Africa and Belgium, and pursuing additional global solutions. In 2009, we entered into an agreement with NTP to supply us with Moly from the SAFARI reactor in South Africa. NTP, in turn, has partnered with IRE to co-supply us from the Belgian BR2 reactor. We are also pursuing additional sources of Moly from potential new producers around the world to further augment our current supply. In addition, we are exploring a number of alternative Moly projects with existing reactors and technologies as well as new technologies.

With the general instability in the global supply of Moly and recent supply shortages, we have faced substantial increases in the cost of Moly in comparison to historical costs. We attempt to pass these Moly cost increases on to our customers in our customer contracts. Additionally, the instability in the global supply of Moly has resulted in Moly producers requiring, in exchange for fixed Moly prices, supply minimums in the form of take-or-pay obligations. The Moly supply shortage also had an incremental negative effect on the use of other technetium generator-based diagnostic imaging agents, including Cardiolite. With less Moly, we could manufacture fewer generators for radiopharmacies and hospitals to make up unit doses of Cardiolite, resulting in decreased share of Cardiolite in favor of Thallium, an older medical isotope that does not require Moly, and other diagnostic modalities. However, with the return to service of the NRU reactor, we believe that Cardiolite sales will benefit. See "Risk Factors—Our dependence upon third parties for the manufacture and supply of a substantial portion of our products could prevent us from delivering our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues."

We have additional supply arrangements for active pharmaceutical ingredients, excipients, packaging materials and other materials and components, none of which are exclusive (but a number of which are sole source) and all of which we believe are in good standing.

For the year ended December 31, 2009, our largest suppliers were MDS Nordion and NTP, accounting for 14% and 12% of our total purchases, respectively.

Manufacturing

We maintain third party manufacturing relationships. In order to ensure the quality of the products that are manufactured by third parties, all raw materials are sent to our facilities in North Billerica, Massachusetts and tested by us prior to use. Furthermore, the final product is sent back to us for final quality control testing prior to shipment. We have expertise in the design, development and validation of complex manufacturing systems and processes, and our strong execution and quality control culture supports our just-in-time manufacturing model.

We obtain a substantial portion of our products from third party suppliers. We rely on sole source manufacturing for DEFINITY at BVL and Ablavar at Covidien PLC. We also rely on BVL for a majority of our Cardiolite supply and certain TechneLite accessories. In addition, for reasons of quality assurance or cost effectiveness, we purchase certain components and raw materials from sole suppliers. At our North Billerica, Massachusetts facility, we manufacture TechneLite on a relatively new, highly automated production line as well as Thallium and Gallium using our older cyclotron technology. We have had a long standing relationship with our primary third party manufacturer BVL. We executed an agreement with BVL on August 1, 2008 for the manufacturing of DEFINITY, Cardiolite and Neurolite. BVL is the sole source for manufacturing DEFINITY and provides a majority of our Cardiolite supply and certain TechneLite accessories.

In July 2010, BVL temporarily shut down the facility where they manufacture DEFINITY, Cardiolite and other products in order to upgrade the facility to meet certain EMEA requirements. BVL has planned for the shutdown to run through March 2011. In anticipation, BVL manufactured additional inventory of these products to meet our expected needs during this period. There can be no assurance that BVL's facility will return to service in March 2011 or that the inventory supplied will be sufficient to meet demand for our products during the shutdown period. For Ablavar, if we do not ultimately meet our sales expectations for that product or we cannot sell the quantity of that product we are committed to purchase from Covidien prior to product expiration, we would incur inventory losses and/or losses on our purchase commitments. We have initiated technology transfer activities to establish and secure a second source of supply for DEFINITY and Ablavar. See "Risk Factors—Our dependence upon third parties for the manufacture and supply of a substantial portion of our products could prevent us from delivering our products to our customers in the required quantities, within the required timeframe, or at all, which could result in order cancellations and decreased revenues."

Intellectual Property

Patents, trademarks and other intellectual property rights are very important to our business. We also rely upon trade secrets, manufacturing know-how, technological innovations and licensing agreements to maintain and improve our competitive position. We review third party proprietary rights, including patents and patent applications, as available, in an effort to develop an effective intellectual property strategy, avoid infringement of third party proprietary rights, identify licensing opportunities and monitor the intellectual property owned by others. Our ability to enforce and protect our intellectual property rights may be limited in certain countries outside the United States, which could make it easier for competitors to capture market position in such countries by utilizing technologies that are similar to those developed or licensed by us. Competitors also may harm our sales by designing products that mirror the capabilities of our products or technology without infringing our intellectual property rights. If we do not obtain sufficient protection for our intellectual property, or if we are unable to effectively enforce our intellectual property rights, our competitiveness could be impaired, which would limit our growth and future revenue.

Trademarks, Service Marks and Trade Names

We own various trademarks, service marks and trade names, including DEFINITY, Cardiolite, TechneLite, Ablavar, Neurolite and Lantheus Medical Imaging. We have registered these six trademarks, as well as others, in the United States and numerous foreign jurisdictions.

Patents

We actively seek to protect the proprietary technology that we consider important to our business, including chemical species, compositions and formulations, their methods of use and processes for their manufacture, as new intellectual property is developed. In addition to seeking patent protection in the United States, we file patent applications in numerous foreign countries in order to further protect the inventions that we consider important to the development of our foreign business. We also rely upon trade secrets and contracts to protect our proprietary information.

As of June 30, 2010, our patent portfolio included a total of approximately 82 issued U.S. patents, 334 issued foreign patents, 23 pending patent applications in the United States and 96 pending foreign applications with claims covering the composition of matter and methods of use for all of our preclinical and clinical-stage candidates. In addition to patents, we rely where necessary upon unpatented trade secrets and know-how, proprietary information, and continuing technological innovation to develop and maintain our competitive position. We seek to protect our proprietary information, in part, using confidentiality agreements with our collaborators, employees, consultants and other third parties and invention assignment agreements with our employees. These confidentiality agreements may not prevent unauthorized disclosure of trade secrets and other proprietary information, and we cannot assure you that an employee or an outside party will not make an unauthorized disclosure of our trade secrets, other technical know-how or proprietary information. We may not have adequate remedies for any unauthorized disclosure. This might happen intentionally or inadvertently. It is possible that a competitor will make use of such information, and that our competitive position will be compromised, in spite of any legal action we might take against persons making such unauthorized disclosures. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our collaborators, employees and consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

In addition, we license, and expect to continue to license, third party technologies and other intellectual property rights that are incorporated into some elements of our drug discovery and development efforts. We are currently party to separate cross-licenses with each of Bracco, GE Healthcare and Imcor Pharmaceutical Company in connection with contrast-enhanced ultrasound imaging technology. We also in-license certain rights for Ablavar from, among others, Bayer Schering Pharma AG.

Regulatory Matters

Food and Drug Laws

The development, manufacture, sale and distribution of our products are subject to comprehensive governmental regulation both within and outside the United States. A number of factors substantially increase the time, difficulty and costs incurred in obtaining and maintaining the approval to market newly developed and existing products. These factors include governmental regulation, such as detailed inspection of and controls over research and laboratory procedures, clinical investigations, manufacturing, narcotic licensing, marketing, sampling, distribution, import and export, record keeping and storage and disposal practices, together with various post-marketing requirements. Governmental regulatory actions can result in the seizure or recall of products, suspension or revocation of the authority necessary for their production and sale as well as other civil or criminal sanctions.

Our activities in the development, manufacture, packaging or repackaging of our pharmaceutical and medical device products subjects us to a wide variety of laws and regulations. We are required to register for permits and/or licenses with, seek approvals from and comply with operating and security standards of the FDA, the NRC, the DEA, the HHS, Health Canada, the EMEA and various state and provincial boards of pharmacy, state and provincial controlled substance agencies, state and provincial health departments and/or comparable state and provincial agencies as well as foreign agencies, and certain accrediting bodies depending upon the type of operations and location of product distribution, manufacturing and sale.

The FDA and various state regulatory authorities regulate the research, testing, manufacture, safety, labeling, storage, recordkeeping, premarket approval, marketing and promotion, import and export and sales and distribution of pharmaceutical products in the United States. Prior to marketing a pharmaceutical product, we must first receive FDA approval. Specifically, in the United States, the

FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act ("FDCA") and the Public Health Service Act, and implementing regulations. The process of obtaining regulatory approvals and compliance with appropriate federal, state, local, and foreign statutes and regulations require the expenditure of substantial time and financial resources. The process required by the FDA before a drug product may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests, animal studies and formulation studies according to Good Laboratory Practices regulations;
- submission to the FDA of an Investigational New Drug Application ("IND"), which must become effective before human clinical studies may begin;
- performance of adequate and well-controlled human clinical studies according to Good Clinical Practices and other requirements, to establish the safety and efficacy of the proposed drug product for its intended use;
- submission to the FDA of an NDA for a new drug;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the drug product is produced to assess compliance with cGMP; and
- FDA review and approval of the NDA.

The testing and approval process requires substantial time, effort, and financial resources, and we cannot be certain that any approvals for our product candidates will be granted on a timely basis, if at all. Once a pharmaceutical product candidate is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity, formulation, and stability, as well as animal studies to assess its potential safety and efficacy. This testing culminates in the submission of the IND to the FDA. Once the IND becomes effective, the clinical trial program may begin. Human clinical studies are typically conducted in three sequential phases that may overlap or be combined:

- *Phase 1.* The product is initially introduced into healthy human subjects and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.
- *Phase 2.* Involves studies in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage and schedule.
- *Phase 3.* Clinical studies are undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population at geographically dispersed clinical study sites. These studies are intended to collect sufficient safety and effectiveness data to support the NDA for FDA approval.

Progress reports detailing the results of the clinical studies must be submitted at least annually to the FDA and safety reports must be submitted to the FDA and the investigators for serious and unexpected adverse events. Submissions must also be made to inform the FDA of certain changes to the clinical trial protocol. Federal law also requires the sponsor to register the trials on public databases when they are initiated, and to disclose the results of the trials on public databases upon completion. Phase 1, Phase 2 and Phase 3 testing may not be completed successfully within any specified period, if at all. The FDA or the sponsor may suspend or terminate a clinical study at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an institutional review board ("IRB"), can suspend or terminate

approval of a clinical study at its institution if the clinical study is not being conducted in accordance with the IRB's requirements or if the drug product has been associated with unexpected serious harm to patients.

Concurrent with clinical studies, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the product and finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the manufacturer must develop methods for testing the identity, strength, quality, and purity of the final product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the product candidate does not undergo unacceptable deterioration over its shelf life.

The results of product development, preclinical studies, and clinical studies, along with descriptions of the manufacturing process, analytical tests conducted on the drug product, proposed labeling, and other relevant information, are submitted to the FDA as part of an NDA for a new drug, requesting approval to market the product. The submission of an NDA is subject to the payment of a substantial user fee; a waiver of such fee may be obtained under certain limited circumstances. The approval process is lengthy and difficult and the FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied or may require additional clinical data or other data and information. Even if such data and information is submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. Data obtained from clinical studies are not always conclusive, and the FDA may interpret data differently than we interpret the same data.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. In addition, the FDA may require Phase 4 testing which involves clinical studies designed to further assess a drug product's safety and effectiveness after NDA approval and may require testing and surveillance programs or other risk management measures to monitor the safety of approved products that have been commercialized.

Any drug products for which we receive FDA approvals are subject to continuing regulation by the FDA, including, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, complying with certain electronic records and signature requirements, and complying with FDA promotion and advertising requirements. The FDA strictly regulates labeling, advertising, promotion, and other types of information on products that are placed on the market. Drugs may be promoted only for the approved indications and in accordance with the provisions of the approved label and promotional claims must be appropriately balanced with important safety information and otherwise be adequately substantiated. Further, manufacturers of drugs must continue to comply with cGMP requirements, which are extensive and require considerable time, resources, and ongoing investment to ensure compliance. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented, and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

Drug product manufacturers and other entities involved in the manufacturing and distribution of approved drugs products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain other agencies for compliance with cGMP and other laws. The cGMP requirements apply to all stages of the manufacturing process, including the production, processing, sterilization, packaging, labeling, storage and shipment of the drug product. Manufacturers must establish validated systems to ensure that

products meet specifications and regulatory standards, and test each product batch or lot prior to its release.

The FDA also regulates the preclinical and clinical testing, design, manufacture, safety, efficacy, labeling, storage, record keeping, sales and distribution, postmarket adverse event reporting, import/export and advertising and promotion of any medical devices that we distribute pursuant to the FDCA and FDA's implementing regulations. The Federal Trade Commission shares jurisdiction with the FDA over the promotion and advertising of certain medical devices. The FDA can also impose restrictions on the sale, distribution or use of devices at the time of their clearance or approval, or subsequent to marketing. Currently, two medical devices, both of which are manufactured by third parties who hold the product clearances, comprise only a small portion of our total revenue.

The FDA may withdraw a pharmaceutical or medical device product approval if compliance with regulatory standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Further, the failure to maintain compliance with regulatory requirements may result in administrative or judicial actions, such as fines, warning letters, holds on clinical studies, product recalls or seizures, product detention or refusal to permit the import or export of products, refusal to approve pending applications or supplements, restrictions on marketing or manufacturing, injunctions, or civil or criminal penalties.

Because our operations include nuclear pharmacies and related businesses, such as cyclotron facilities used to produce PET products used in diagnostic medical imaging, we are subject to regulation by the NRC or the departments of health of each state in which we operate and the applicable state boards of pharmacy. In addition, the FDA is also involved in the regulation of cyclotron facilities where PET products are produced.

Drug laws also are in effect in many of the non-U.S. markets in which we conduct business. These laws range from comprehensive drug approval requirements to requests for product data or certifications. In addition, inspection of and controls over manufacturing, as well as monitoring of adverse events, are components of most of these regulatory systems. Most of our business is subject to varying degrees of governmental regulation in the countries in which we operate, and the general trend is toward increasingly stringent regulation. The exercise of broad regulatory powers by the FDA continues to result in increases in the amount of testing and documentation required for approval or clearance of new drugs and devices, all of which add to the expense of product introduction. Similar trends also are evident in major non-U.S. markets, including Canada, the European Union, Australia and Japan.

To assess and facilitate compliance with applicable FDA, NRC and other state, federal and foreign regulatory requirements, we regularly review our quality systems to assess their effectiveness and identify areas for improvement. As part of our quality review, we perform assessments of our suppliers of the raw materials that are incorporated into products and conduct quality management reviews designed to inform management of key issues that may affect the quality of our products. From time to time, we may determine that products we manufactured or marketed do not meet our specifications, published standards, such as those issued by the International Standards Organization, or regulatory requirements. When a quality or regulatory issue is identified, we investigate the issue and take appropriate corrective action, such as withdrawal of the product from the market, correction of the product at the customer location, notice to the customer of revised labeling and other actions.

Healthcare Reform Act

In March 2010, the President signed one of the most significant healthcare reform measures in decades. The Healthcare Reform Act substantially changes the way healthcare will be financed by both governmental and private insurers, and significantly impacts the pharmaceutical industry. The

comprehensive $940 billion dollar overhaul is expected to extend coverage to approximately 32 million previously uninsured Americans.

A significant portion of our patient volume is derived from U.S. government healthcare programs, principally Medicare, which are highly regulated and subject to frequent and substantial changes. We anticipate the Healthcare Reform Act will significantly affect how the healthcare industry operates in relation to Medicare, Medicaid and the insurance industry. The Healthcare Reform Act contains a number of provisions, including those governing enrollment in federal healthcare programs, reimbursement changes and fraud and abuse, which will impact existing government healthcare programs and will result in the development of new programs, including Medicare payment for performance initiatives and improvements to the physician quality reporting system and feedback program.

Under the Healthcare Reform Act, referring physicians under the federal self-referral law must inform patients that they may obtain certain diagnostic imaging services from a provider other than that physician, his or her group practice, or another physician in his or her group practice. The referring physician must provide each patient with a written list of other suppliers who furnish such services in the area in which the patient resides. This new information provision could have the effect of shifting where certain diagnostic medical imaging procedures are performed.

For 2010, CMS reduced the per procedure medical imaging reimbursement in the physician office and free-standing imaging facility setting by increasing imaging equipment utilization rate assumptions from 50% to 90% for diagnostic services using imaging equipment that cost in excess of $1 million, excluding radiation therapy and other therapeutic equipment. CMS transitioned this change over four years, such that for 2010, 75% of the practice expense calculation is based on the prior 50% utilization rate, and 25% is based on the newly implemented 90% utilization rate. The Healthcare Reform Act superseded CMS's 90% utilization rate for dates of service on or after January 1, 2011, to a presumed utilization rate of 75%.

The Healthcare Reform Act also establishes an Independent Payment Advisory Board ("IPAB") to reduce the per capita rate of growth in Medicare spending. Beginning in 2014, IPAB is mandated to propose changes in Medicare payments if it is determined that the rate of growth of Medicare expenditures exceeds target growth rates. The IPAB has broad discretion to propose policies to reduce expenditures, which may have a negative impact on payment rates for services, including imaging services. A proposal made by the IPAB is required to be implemented by CMS unless Congress adopts a proposal with savings greater than those proposed by the IPAB. IPAB proposals may impact payments for physician and free-standing services beginning in 2015 and for hospital services beginning in 2020.

Additionally, the Healthcare Reform Act:

- mandates a further shift in the burden of Medicaid payments to the states;
- increases the level of Medicaid rebates payable by manufacturers of brand-name drugs from 15.1% to 23.1%;
- requires collection of rebates for drugs paid by Medicaid managed care organizations; and
- imposes a non-deductible excise tax on pharmaceutical manufacturers or importers who sell "branded prescription drugs."

Healthcare Fraud and Abuse Laws

We are subject to various federal, state and local laws targeting fraud and abuse in the healthcare industry, including anti-kickback and false claims laws. The Federal Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual, or the furnishing or

arranging for a good or service, for which payment may be made under a federal healthcare program, such as Medicare or Medicaid. The definition of "remuneration" has been broadly interpreted to include anything of value, including, for example, gifts, discounts, the furnishing of free supplies, equipment or services, credit arrangements, payments of cash and waivers of payment. The recently enacted Healthcare Reform Act, among other things, amends the intent requirement of the Federal Anti-Kickback Statute and criminal healthcare fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the Healthcare Reform Act provides that the government may assert that a claim including items or services resulting from a violation of the Federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the false claims statutes.

The Federal Anti-Kickback Statute is broad and prohibits many arrangements and practices that are lawful in businesses outside of the healthcare industry. Recognizing that the Federal Anti-Kickback Statute is broad and may technically prohibit many innocuous or beneficial arrangements, Congress authorized the Office of Inspector General ("OIG") to issue a series of regulations, known as "safe harbors." These safe harbors set forth requirements that, if met in their entirety, will assure healthcare providers and other parties that they will not be prosecuted under the Federal Anti-Kickback Statute. The failure of a transaction or arrangement to fit precisely within one or more safe harbors does not necessarily mean that it is illegal, or that prosecution will be pursued. However, conduct and business arrangements that do not fully satisfy each applicable safe harbor may result in increased scrutiny by government enforcement authorities, such as the OIG. Many states have adopted laws similar to the Federal Anti-Kickback Statute. Some of these state prohibitions apply to referral of patients for healthcare items or services reimbursed by any payor, not only the Medicare and Medicaid programs, and do not contain identical safe harbors. Government officials have focused their enforcement efforts on marketing of healthcare services and products, among other activities, and have brought cases against numerous pharmaceutical and medical device companies, and certain sales and marketing personnel for allegedly offering unlawful inducements to potential or existing customers in an attempt to procure their business.

Another development affecting the healthcare industry is the increased use of the federal civil False Claims Act and, in particular, actions brought pursuant to the False Claims Act's "whistleblower" or "qui tam" provisions. The False Claims Act imposes liability on any person or entity who, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal healthcare program. The qui tam provisions of the False Claims Act allow a private individual to bring actions on behalf of the federal government alleging that the defendant has submitted a false claim to the federal government, and to share in any monetary recovery. In recent years, the number of suits brought by private individuals has increased dramatically. In addition, various states have enacted false claim laws analogous to the False Claims Act. Many of these state laws apply where a claim is submitted to any third party payor and not merely a federal healthcare program. When an entity is determined to have violated the False Claims Act, it may be required to pay up to three times the actual damages sustained by the government, plus civil penalties of $5,500 to $11,000 for each separate false claim. There are many potential bases for liability under the False Claims Act. Liability arises, primarily, when an entity knowingly submits, or causes another to submit, a false claim for reimbursement to the federal government. The False Claims Act has been used to assert liability on the basis of inadequate care, kickbacks and other improper referrals, improper use of Medicare numbers when detailing the provider of services, improper promotion of off-label uses (i.e., uses not expressly approved by FDA in a drug's label), and allegations as to misrepresentations with respect to the services rendered. Our future activities relating to the reporting of discount and rebate information and other information affecting federal, state and third party reimbursement of our products, and the sale and marketing of our products, may be subject to scrutiny under these laws. We are unable to predict whether we would be subject to actions under the False Claims Act or a similar state law, or the impact

of such actions. However, the costs of defending such claims, as well as any sanctions imposed, could adversely affect our financial performance.

State requirements, such as the Massachusetts Pharmaceutical and Medical Device Manufacturer Conduct regulations, impose additional obligations with respect to fraud and abuse compliance. Specifically, we are required to comply with a state code of conduct, disclose marketing payments made to healthcare practitioners, and report compliance information to the state authorities. In addition, the Healthcare Reform Act also imposes new reporting and disclosure requirements on device and drug manufacturers for any "transfer of value" made or distributed to prescribers and other healthcare providers, effective March 30, 2013. Such information will be made publicly available in a searchable format beginning September 30, 2013. In addition, device and drug manufacturers will also be required to report and disclose any investment interests held by physicians and their immediate family members during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to $150,000 per year (and up to $1 million per year for "knowing failures"), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. Finally, under the Healthcare Reform Act, effective April 1, 2012, pharmaceutical manufacturers and distributors must provide the HHS with an annual report on the drug samples they provide to physicians. Violations of these federal and state frauds and abuse-related laws are punishable by criminal or civil sanctions, including substantial fines, imprisonment and exclusion from participation in healthcare programs such as Medicare and Medicaid. Violation of international fraud and abuse laws could result in similar penalties, including exclusion from participation in health programs outside the United States.

Other Healthcare Laws

We may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, which established uniform standards for certain "covered entities" (healthcare providers, health plans and healthcare clearinghouses) governing the conduct of certain electronic healthcare transactions and protecting the security and privacy of protected health information. The American Recovery and Reinvestment Act of 2009, commonly referred to as the economic stimulus package, included sweeping expansion of HIPAA's privacy and security standards. The legislation included the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which became effective on February 17, 2010. Among other things, the new law makes HIPAA's privacy and security standards directly applicable to "business associates", independent contractors of covered entities that receive or obtain protected health information in connection with providing a service on their behalf. HITECH also increased the civil and criminal penalties that may be imposed and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney fees and costs associated with pursuing federal civil actions. Although we believe that we are neither a "covered entity" nor a "business associate" under the new legislation, we cannot assure you that regulatory authorities would agree with our assessment.

Laws Relating to Foreign Trade

We are also subject to the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions which generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. Because of the predominance of government-sponsored healthcare systems around the world, most of our customer relationships outside of the United States are with governmental entities and are therefore subject to such anti-bribery laws. Our policies mandate compliance with these anti-bribery laws. Our operations reach many parts of the world that have experienced governmental corruption to some degree, and in certain circumstances strict compliance with anti-bribery laws may conflict with local customs and

practices. Despite our training and compliance programs, our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or agents.

Health and Safety Laws

We are also subject to various federal, state and local laws, regulations and recommendations, both in the United States and abroad, relating to safe working conditions, laboratory and manufacturing practices and the use, transportation and disposal of hazardous or potentially hazardous substances.

Environmental Matters

We are subject to various federal, state and local environmental protection and health and safety laws and regulations both within and outside the United States. Our operations, like those of other medical product companies, involve the transport, use, handling, storage, and disposal of, and limiting exposure to, materials and wastes regulated under environmental laws, including various radioactive materials and wastes. We cannot assure you that we have been or will be in compliance with environmental and health and safety laws at all times. If we violate these laws and regulations, we could be fined, criminally charged or otherwise sanctioned by regulators. We believe that our operations currently comply in all material respects with applicable environmental laws and regulations.

Certain environmental laws and regulations assess liability on current or previous owners or operators of real property for the cost of investigation, removal or remediation of hazardous materials or wastes at such formerly owned or operated properties or at properties at which they have disposed of hazardous materials or wastes. In addition to cleanup actions brought by governmental authorities, private parties could bring personal injury or other claims due to the presence of, or exposure to, hazardous materials or wastes.

We are required to maintain a number of environmental and nuclear permits for our North Billerica facility, which is our primary manufacturing, packaging and distribution facility. In particular, we must maintain a nuclear materials license issued by the Commonwealth of Massachusetts. This license requires that we provide financial assurance demonstrating our ability to cover the cost of decommissioning and decontaminating ("D&D") the Billerica site at the end of its use as a nuclear facility. We currently estimate the D&D cost at the Billerica site to be approximately $27 million. We currently provide this financial assurance in the form of surety bonds. We generally contract with third parties for the disposal of wastes generated by our operations, and, prior to disposal, store any low level radioactive waste at our facilities until the materials are no longer considered radioactive.

Environmental laws and regulations are complex, change frequently and have become more stringent over time. While we have budgeted for future capital and operating expenditures to maintain compliance with these laws and regulations, we cannot assure you that our costs of complying with current or future environmental protection, health and safety laws and regulations will not exceed our estimates or adversely affect our results of operations and financial condition. Further, we cannot assure you that we will not be subject to additional environmental claims for personal injury or cleanup in the future based on our past, present or future business activities. While it is not feasible to predict the outcome of all pending environmental matters, it is reasonably probable that there will be a need for future provisions for environmental costs that, in management's opinion, are not likely to have a material effect on our financial condition, but could be material to the results of operations in any one accounting period.

Legal Proceedings

From time to time, we are a party to various legal proceedings arising in the ordinary course of our business. In addition, we have in the past been, and may in the future be, subject to investigations by regulatory authorities which expose us to greater risks associated with litigation, regulatory or other

proceedings, as a result of which we could be required to pay significant fines or penalties. The outcome of litigation, regulatory or other proceedings cannot be predicted with certainty and some lawsuits, claims, actions or proceedings may be disposed of unfavorably to us. In addition, intellectual property disputes often have a risk of injunctive relief which, if imposed against us, could materially and adversely affect our financial condition or results of operations. As of September 30, 2010, we had no material ongoing litigation, regulatory or other proceeding and had no knowledge of any investigations by governmental or regulatory authorities in which we are a target that could have a material adverse effect on our current business.

Employees

As of August 31, 2010, we had approximately 667 employees, of which 536 were located in the United States and 131 were located internationally, and an additional approximately 84 contractors. None of our employees are represented by a collective bargaining unit, and we believe that our relationship with our employees is excellent.

Properties

Our executive offices and primary manufacturing facilities are located at our North Billerica, Massachusetts facility, which we own. As of September 30, 2010, we leased an additional 7 facilities in Canada, 2 in Australia and 2 in Puerto Rico. Our owned facilities consist of approximately 578,000 square feet of manufacturing, laboratory, mixed use and office space, and our leased facilities consist of approximately 67,436 square feet. We believe all of these facilities are well-maintained and suitable for the office, radiopharmacy, manufacturing or warehouse operations conducted in them.

The following table summarizes information regarding our significant leased and owned properties, as of September 30, 2010:

Location	Square footage	Owned/Leased
United States		
North Billerica, Massachusetts	578,000	Owned
Canada		
Montreal	8,729	Leased
Mississauga	13,747	Leased
Dorval	13,079	Leased
Quebec	6,261	Leased
Hamilton	5,300	Leased
Vancouver	3,000	Leased
Australia		
Melbourne	2,911	Leased
Adelaide	3,929	Leased
Puerto Rico		
San Juan	9,200	Leased
Ponce	1,280	Leased

INDUSTRY

Overview of the U.S. Healthcare Industry

According to CMS, spending on healthcare in the United States was estimated to be $2.5 trillion in 2009, or approximately 17.3% of U.S. GDP in 2009, and is projected to grow at a rate of 6.1% per annum, to almost $4.4 trillion by 2018, or approximately 18.9% of U.S. GDP in 2018.

Growth in the U.S. healthcare industry is expected to be driven by several factors, including:

- Increased utilization of prescription drugs and medical technologies as the population grows, especially as these products and services become more commonplace;
- continued development and adoption of new technologies, including the expanded scope of care;
- increased prevalence of chronic diseases due to longer life spans and unhealthy lifestyles, requiring treatment of ongoing illnesses and long-term care services such as nursing homes, which are estimated to account for over 75% of total national healthcare expenditures;
- escalating labor costs driven by a healthcare labor shortage and an increase in the number and sophistication of skilled positions; and
- aging of the U.S. population.

U.S. Healthcare Industry Trends

Greater Incidence and Prevalence of Heart Disease

Heart disease is currently the leading cause of death for both women and men in the United States.

- In every year since 1900, except 1918, cardiovascular disease accounted for more deaths than any other major cause of death in the United States.
- An aging population and an increase in the number of people considered overweight or obese have lead to an increased incidence and prevalence of heart disease. An estimated 81.1 million American adults (more than one in three) have one or more types of cardiovascular disease. Of these, 38.1 million, or 47%, are estimated to be age 60 or older.
- Coronary artery disease is the principal type of heart disease, comprising approximately 70.6% of all heart disease deaths in 2006.
- According to the American Heart Association, 309,000 deaths per year occur outside the hospital or emergency department due to coronary artery disease, and a majority of the deaths occur in people with undiagnosed coronary artery disease. Studies suggest that only 7.6% of victims survive an out-of-hospital cardiac arrest.

Over the period from 2009 to 2012, the U.S. population with coronary artery disease is expected to grow from 18.1 million to 21.1 million, a compound annual growth rate of 5.3%, according to Frost & Sullivan.

Demographic Trends

The current growth in the number and proportion of older adults is unprecedented in the history of the United States. Two factors—longer life spans and aging baby boomers—will combine to almost double the population of Americans age 65 and older during the next 25 years. In addition, the cost of providing healthcare for an older American is estimated to be three-to-five times greater than the cost for someone younger than age 65. As a result, by 2030, the nation's healthcare spending is projected to increase by approximately 25% due to these demographic shifts. Due to advances in healthcare, life

expectancy in the United States has increased from an approximate 47.3 years for Americans born in 1900 to an estimated 78.3 years for those born in 2010—an additional 31 years of expected life, or an approximate 60% longer life expectancy. In conjunction with longer life spans, baby boomers will begin to reach age 65 in 2011. Hence, by 2030, the number of older Americans is expected to reach approximately 72.1 million, or roughly 19.3% of the U.S. population. More importantly, from 2010 to 2020, the population age 65 years and older is expected to grow by a compound annual growth rate of 3.1%, more than three times the national growth rate of approximately 1.0%. The elderly population requires a greater amount of treatment than other population segments, and we believe the demand for diagnostic medical imaging agents will increase as the population ages.

Obesity

The percentage of adults in the United States that are obese has increased significantly over the past 30 years. Data from the National Health and Nutrition Examination Survey shows that obesity levels of adults have increased dramatically—from 15.0% of the adult U.S. population in the late 1970s to 35.1% in 2005 to 2006. Additionally, the percentage of the adult U.S. population considered overweight has remained fairly constant at approximately 33% over the same time period, indicating the total population at risk for obesity-related diseases is increasing. In 2005-2006, over 67% of the adult U.S. population was considered overweight or obese. According to Frost & Sullivan, the number of Americans who were considered obese increased from 66 million in 2004 to 80 million in 2009, a compound annual growth rate of 3.9%, and is projected to increase to 93 million Americans in 2014, a compound annual growth rate of 3.0% from 2009 to 2014. We believe that the increase in the overweight and obese population is particularly important for diagnostic medical imaging agent sales, as a number of these products improve visualization and impact diagnosis for patients that would often otherwise have suboptimal images.

Healthcare Reform

We believe that diagnostic medical imaging should play an important role in the on-going transformation of the American healthcare system and that our products should be part of the solution to the dual challenges of improved outcomes and reduced costs. Given the substantial reimbursement and utilization pressures our industry expects in the future, we are increasing our advocacy efforts substantially on the importance of diagnostic medical imaging. As a result of more accurate diagnosis of disease, we believe our products allow healthcare providers to make more informed and better therapeutic decisions for their patients. Consequently, more patients should receive more appropriate levels of care, potentially improving outcomes, reducing patient risk and decreasing costs for payors and the entire healthcare system.

Overview of the Diagnostic Medical Imaging Industry

Diagnostic medical imaging agents are often used during medical imaging examinations to highlight specific tissues and organs, or physiological or pathological processes, thereby assisting physicians in diagnosing medical conditions. These are pharmaceutical products that are administered *in vivo* (typically injected intravenously) that help enhance the quality of images generated by diagnostic imaging equipment.

According to GIA, diagnostic medical imaging agents were estimated to be a $4.2 billion segment of the diagnostic medical imaging industry in North America in 2009. Sales of diagnostic medical imaging agents in North America were estimated to have grown at a compound annual growth rate of 10.2% from 2004 to 2009 and are projected to grow at a compound annual growth rate of 5.2% from 2009 to 2015.

Diagnostic medical imaging agents can be used with many types of imaging examinations, including the following key imaging modalities:

- Radiography (CT, x-ray and fluoroscopy);
- Nuclear imaging, including SPECT and PET;
- MRI and MRA; and
- Ultrasound imaging.

The following table illustrates the North American revenues projected by GIA for 2009 and 2015, as well as the compound annual growth rate for such period, for each of these key imaging modalities (dollars in millions):

Modality	2009 Revenue	2015 Revenue	Compound Annual Growth Rate	Use	Lantheus Product
Nuclear (SPECT/PET)	$ 1,480	$ 2,164	6.5%	Utilizes radioisotopes to enable clearer visualization of organ functions, and cellular level analysis of diseases	Cardiolite, TechneLite, Flurpirdaz F18 (Phase II), ^{18}F LMI1195 (Phase I)
MRI/MRA	$ 740	$ 975	4.7%	Increases the magnetic signal leading to clearer and brighter images of different body tissues	Ablavar
Ultrasound(1)	$ 49	$ 217	28.4%	Enhances reflection of ultrasonic waves, thereby enhancing the quality of ultrasound images	DEFINITY
Radiography	$ 1,865	$ 2,343	3.9%	Absorbs X-rays for a clearer visualization of the images	Not a current focus of Lantheus
Total	**$ 4,134**	**$ 5,699**	**5.5%**		

(1) Based on GIA projections, as well as more recent management estimates of the ultrasound imaging segment.

Diagnostic Medical Imaging Modalities

Nuclear Imaging Agents

Nuclear medicine refers to the use of small amounts of radioactive materials (radiopharmaceuticals) taken by injection, swallowing or inhalation to diagnose and treat disease. Radiopharmaceuticals are radioactive isotopes paired with molecular agents and, in combination with molecular imaging techniques, are used primarily for diagnostic clinical applications. Diagnostic radiopharmaceutical agents are used to primarily illuminate the functioning of internal organs and characterization of certain tissues. They are detected by specialized cameras (PET or SPECT) designed to capture images of the agent after patient injections and computers are then used to process this data and provide precise pictures of the area being imaged. The imaging provides information on both structure and function.

Diagnostic radiopharmaceuticals provide the largest growth opportunity among diagnostic medical imaging consumables. According to GIA, diagnostic radiopharmaceutical agents were projected to generate sales in North America of approximately $1.5 billion in 2009. Cardiology diagnostic radiopharmaceutical agents represent the majority of diagnostic radiopharmaceutical revenues, contributing more than 50% of total diagnostic radiopharmaceutical revenues. Based on the expected introduction of new products and the increasing application of PET technology as a mainstream diagnostic tool, GIA forecasts revenue from diagnostic radiopharmaceutical agents in North America will grow at a compound annual growth rate of 6.5% from 2009 to 2015, reaching $2.2 billion by 2015.

MRA Agents

MRA agents generate images of the flow of blood in vessels during MRI in order to evaluate them for abnormal narrowing, occlusion or aneurysms. They are often used to evaluate the thoracic and abdominal aorta, the renal arteries and the arteries of the legs, neck and brain. Traditional contrast agents are not FDA approved for an MRA indication and leave the body shortly after administration, which causes low quality imaging and may require repeat dosing. Management estimates that there are 3 to 4 million MRA procedures performed each year of which 1 to 1.5 million use a contrast agent. GIA forecasts revenue from MR contrast agents in North America will grow at a compound annual growth rate of 4.7% from 2009 to 2015. MRA with contrast agents has been shown to provide significant improvement in effectiveness over unenhanced MRA.

Ultrasound

Ultrasound contrast agents are gas-filled micro-bubbles that are administered intravenously into the circulatory system. Micro-bubbles create a stronger echo when bombarded with ultrasound waves, which is captured by ultrasound receivers. Micro-bubbles within the left ventricle of the heart, the main pump to the rest of the body, allow the diagnostician to better view the wall motion of the left ventricle in comparison to the surrounding body tissue. This results in a contrast enhanced image.

Ultrasound imaging is recognized as a painless and non-invasive medical procedure and yields several benefits, including real-time capabilities, high resolution images, improved visualization of blood flow, patient comfort and relative affordability. The ultrasound contrast media segment was a fast growing sub-segment of the North American contrast segment prior to the initiation of the FDA's boxed warning on ultrasound contrast agents in October 2007. Physicians within the medical community felt the warning was unwarranted and campaigned for its removal. In May 2008, the FDA approved a revised label which is expected to substantially mitigate the negative effects of the initial boxed warning. According to management estimates, we believe the ultrasound contrast media segment was approximately $23 million in 2008, was projected to rebound to approximately $49 million in 2009 and has the potential to be $217 million in 2015, which is expected to be driven largely by an increase in cardiac ultrasound procedures. We believe that ultrasound contrast agents are particularly effective in echocardiography. As incidences of cardiovascular diseases grow, the increased visual acuity offered by ultrasound contrast agents is expected to result in its clinical validation and increased usage by clinical practitioners.

MANAGEMENT

Executive Officers and Directors

The following table sets forth the names, ages and positions of the executive officers and directors of Holdings and other key employees of Lantheus, as of September 30, 2010. Holdings is our ultimate parent company, and the Board of Directors of Holdings is the primary board that takes action with respect to our business and strategic planning.

Name	Age	Position
Larry Pickering	67	Director and Chairman
Donald R. Kiepert	62	Director, President and Chief Executive Officer
Peter Card	61	Vice President, Strategy and Corporate Development
William Dawes	39	Vice President, Manufacturing and Supply Chain
Michael Duffy	49	Vice President, General Counsel and Secretary
Robert P. Gaffey	63	Vice President, Finance and Information Technology, and Treasurer
Phillip Lockwood	61	Vice President, Human Resources
David Mann	56	Vice President, Quality, Operations and Professional Relations
Simon Robinson	51	Vice President, Research and Pharmaceutical Development
Robert Spurr	48	Vice President, Sales & Marketing
Mary Taylor	51	Vice President, Global Regulatory Affairs
Cyrille Villeneuve	59	Vice President and General Manager, International
Dana Washburn	48	Vice President, Clinical Development & Medical Affairs
David Burgstahler	42	Director
Bevin O'Neil	33	Director
Patrick O'Neill	61	Director

Set forth below is a description of the business experience of the foregoing persons.

Larry Pickering is the Chairman of our Board of Directors, a position he has held since January 2008. He is also a founding Partner of Avista, a position he has held since 2005. Previously, he served as Chairman of DLJMB Global Healthcare Partners. He began his career in healthcare with Johnson & Johnson where he served as President of Ortho Dermatology, President of Janssen Pharmaceuticals and Chairman of Janssen North America, Company Group Chairman, Worldwide OTC, Chairman of Johnson & Johnson Development corporation and a Corporate Officer. Mr. Pickering retired from Johnson & Johnson in 2005, after serving 32 years. He holds a Bachelor of Business Administration from the University of Missouri. He currently serves as Director of Navilyst Medical, Inc. and Chairman of OptiNose, Inc. He previously served on the boards of BioReliance Holdings, Inc., Accellent Inc., BioPartners GmbH and Point Therapeutics Inc. (now known as Dara BioSciences Inc.).

Don Kiepert is our President and Chief Executive Officer, a position he has held since January 2008. Previously, Mr. Kiepert was the founder and former Chairman, President and Chief Executive Officer of Point Therapeutics, from 1996 to July 2007, and the President and Chief Executive Officer of Chartwell Home Therapies from 1989 to 1996. Prior to 1989, he held various management positions at Baxter Travenol, Inc. He holds a Master of Science in Clinical Pharmacy and a Bachelor of Science in Pharmacy from Purdue University. He previously served on the board of Point Therapeutics Inc. (now known as Dara BioSciences Inc.).

Peter Card is our Vice President, Corporate Development, a position he has held since January 2008. Prior to that, Mr. Card has held multiple positions with us in the past 24 years, including Vice President, U.S. Marketing and Business Development, and most recently, Vice President,

Strategy and Business Development. Mr. Card holds a Ph.D. in Organic Chemistry from Ohio State University and completed additional post-doctoral work at Harvard University.

William Dawes is our Vice President, Manufacturing and Supply Chain, a position he has held since January 2008. From 2005 to 2008, Mr. Dawes served as General Manager, Medical Imaging Technical Operations, Interim General Manager, Medical Imaging Technical Operations, and Director,

Engineering and Maintenance for BMSMI. Mr. Dawes began his career with DuPont Merck Pharmaceuticals. He holds a bachelor's degree in Engineering from Hofstra University.

Michael Duffy is our Vice President, General Counsel and Secretary, a position he has held since January 2008. From 2002 to 2008, he served as Senior Vice President, General Counsel and Secretary of Point Therapeutics, Inc., a Boston-based biopharmaceutical company. Mr. Duffy began his legal career with the law firm Ropes & Gray and holds law degrees from the University of Pennsylvania and Oxford University and a bachelor's degree from Harvard College.

Robert Gaffey is our Vice President, Finance and Information Technology, and Treasurer, a position he has held since January 2008. Prior to that, Mr. Gaffey held multiple positions with us since 1987, including Vice President Finance, Operations and General Manager Billerica Site, and most recently, Vice President Finance and Operations. He began his career with E.I. DuPont de Nemours. Mr. Gaffey holds a Bachelor of Science in Accounting from Bentley College and a Master of Business Administration from Widener University.

Philip Lockwood is our Vice President, Human Resources, a position he has held since February 2008. Prior to that, he served as Vice President, HR, for Indevus Pharmaceuticals, Inc. and from 2003 through 2007, he held a senior HR position at EMD Serono and its predecessor, Serono Inc. Mr. Lockwood holds a Bachelor of Arts from Siena College.

David Mann is our Vice President, Quality, Operations and Professional Relations, a position he has held since February 2010. After beginning his career with New England Nuclear Corporation in 1975, since 2005, Mr. Mann has served in multiple positions with us, most recently as Vice President, Sales and Marketing. He holds a Bachelor of Science in Chemistry and Biology Technology from Northeastern University.

Simon Robinson is our Vice President, Research and Pharmaceutical Development, a position he has held since February 2010. Dr. Robinson was our Senior Director Discovery Research from 2008 to 2010 and our Director Discovery Biology and Veterinary Sciences from 2001 to 2008. Prior to joining us, he held research positions at BMS, Sphinx Pharmaceuticals, BASF and Dupont Pharmaceuticals. He holds a Ph.D. and B.Sc. in Pharmacology from the University of Leeds, England and did post-doctoral training at the University of Wisconsin Clinical Cancer Center.

Robert Spurr is our Vice President, Sales and Marketing, a position he has held since January 2010. From 2003 to 2010, he served as Vice President Sales and Marketing, Institutional Franchise and Vice President Strategic Business Group, North America, at Ortho-McNeil, a pharmaceuticals division of Johnson and Johnson, and previously held multiple positions at Aventis Pharmaceuticals and Novartis Pharmaceuticals. Mr. Spurr holds a Bachelor of Science degree from Keene State College and a Master of Business Administration from Rutgers.

Mary Taylor is our Vice President, Global Regulatory Affairs, a position she has held since January 2009. From February 2008 to December 2008, she was a vice president at Tolerx. From December 2003 to January 2008, she was a senior vice president at Curagen. She holds a Bachelor of Science in Biochemistry from Michigan State University and a Master of Public Health from the University of Michigan.

Cyrille Villeneuve is our Vice President and General Manager, International, a position he has held since November 2008. Prior to joining us in 1985, Mr. Villeneuve held positions at the Montreal Heart Institute and Hospital Hotel-Dieu Montreal. He holds a Bachelor of Arts from Montreal University and a Master of Public Administration from the Ecole Nationale Administration Publique.

Dana Washburn is our Vice President, Clinical Development & Medical Affairs, a position he has held since April 2010. From 2002 to 2010, Dr. Washburn held positions of increasing responsibility at Boston Scientific Corporation, most recently as Vice President, Clinical Trials and Safety, Medical Safety Officer. A board-certified nuclear cardiologist, Dr. Washburn practiced medicine in both an academic and private setting prior to joining us. Dr. Washburn holds a Bachelor of Arts from Dartmouth College and a Doctor of Medicine from the University of Massachusetts Medical School.

David Burgstahler is a Director and the Chairman of our Audit Committee and Compensation Committee, serving on our board of directors since January 2008. He has also been a founding partner of Avista since 2005 and since 2009, has been President of Avista. Prior to joining Avista, he was a partner of DLJMB. He was at DLJ Investment Banking from 1995 to 1997 and at DLJMB from 1997 through 2005. Prior to that, he worked at Anderson Consulting (now known as Accenture) and McDonnell Douglas (now known as Boeing). He holds a Bachelor of Science in Aerospace Engineering from the University of Kansas and a Master of Business Administration from Harvard Business School. He currently serves as a Director of BioReliance Holdings, Inc., Cidron Healthcare Limited (ConvaTec), INC Research, Inc., Navilyst Medical, Inc., Visant Corporation, and WideOpenWest, LLC. He previously served as a Director of Focus Diagnostics, Inc., Haights Cross Communications, Inc., Jostens Inc., Target Media Partners, Inc., Von Hoffmann Corp., Warner Chilcott plc and WRC Media Inc.

Bevin O'Neil is a Director, serving on our board of directors since January 2008. She is also a Principal of Avista, having joined in September 2006. From November 2005 to September 2006, she was a Senior Manager in Business Development at Tumi. From February 2004 to November 2005, she was an associate in the private equity group of Guggenheim Partners, LLC in Chicago and an associate at Oaktree Capital Management in Los Angeles and New York. Prior to that, she was an analyst at DLJ Investment Banking and an investment analyst at DLJMB. She holds a Bachelor of Business Administration from the University of Michigan. She currently serves as Director of BioReliance Holdings, Inc., INC Research, Inc. and Optinose, Inc.

Dr. Patrick O'Neill is a Director, serving on our board of directors since February 2008. He is also an industry advisor for Avista, a position he has held since 2008. Prior to joining Avista, he was at Johnson & Johnson from 1976 to 2006, holding Research and Development and New Business Development leadership positions in Johnson & Johnson's pharmaceutical business, their Medical Devices and Diagnostics Group, and the surgical and interventional cardiology/radiology business units until he retired in February 2006. He served as Executive in Residence at New Enterprise Associates from March 2006 through 2007. He holds a Bachelor of Science in Pharmacy and Ph.D. in Pharmacology from The Ohio State University. He currently serves as Director of Navilyst Medical, Inc., BioReliance Holdings, Inc. and Optinose, Inc.

Board of Directors

The Board of Directors of Holdings is responsible for the management of our business. The Board of Directors is comprised of five directors. Directors who are elected to an annual meeting of stockholders serve in their position until the next annual meeting and until their successors are elected and qualified.

Although not formally considered by the Board of Directors of Holdings because our securities are not registered or traded on any national securities exchange, we do not believe that any of our directors would be considered independent for either Board of Directors or Audit Committee purposes based upon the listing standards of the New York Stock Exchange. We believe none of our directors would be considered independent because of their relationships with Avista, which, through certain entities, owns approximately 99.5% of Holdings' issued and outstanding capital stock, as described further under "Principal Stockholders," and other relationships with us, as described further under "Certain Relationships and Related Party Transactions."

Board Committees

The Audit Committee of Holdings is composed of Mr. Burgstahler and Ms. O'Neil. The Compensation Committee of Holdings is composed of Messrs. Burgstahler and Pickering.

Compensation Committee Interlocks and Insider Participation

During 2009, the members of our compensation committee were Messrs. Burgstahler and Pickering. Mr. Burgstahler is the President of Avista. Mr. Pickering is a Partner of Avista. Avista provides us with advisory services pursuant to an advisory services and monitoring agreement and has entered into other transactions with us. See "Certain Relationships and Related Person Transactions—Advisory and Monitoring Services Agreement."

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EXECUTIVE AND DIRECTOR COMPENSATION

Compensation Discussion and Analysis

The Compensation Committee is generally charged with the oversight of our executive compensation program. The Compensation Committee is composed of Messrs. Burgstahler and Pickering. Responsibilities of the Compensation Committee include the review and approval of the following items:

- executive compensation strategy and philosophy;
- compensation arrangements for executive management;
- design and administration of the annual incentive plan;
- design and administration of our equity incentive plans;
- executive benefits; and
- any other compensation or benefits related items deemed appropriate by the Compensation Committee.

In addition, the Compensation Committee considers the proper alignment of executive pay with our values and strategy by overseeing executive compensation policies, measuring and assessing corporate performance and taking into account our Chief Executive Officer's performance assessment of our company. While the Compensation Committee has not historically used the services of independent compensation consultants, it may retain such services in the future to assist in the strategic review of programs and arrangements relating to executive compensation and performance.

The following executive compensation discussion and analysis describes the principles underlying our executive compensation policies and decisions including material elements of compensation for our named executive officers. Our named executive officers for 2009 were:

- Larry Pickering, Executive Chairman;
- Donald Kiepert, President and Chief Executive Officer;
- Robert Gaffey, Vice President, Finance and Information Technology and Treasurer;
- Mary Taylor, Vice President, Regulatory Affairs; and
- Cyrille Villeneuve, Vice President and General Manager, International.

Effective January 8, 2010, Mr. Pickering relinquished his executive role of direct oversight of our Research and Development organizations to Mr. Kiepert. Mr. Pickering continues to serve as the non-executive Chairman of the Board of Directors.

As discussed in more detail below, the material elements and structure of our executive compensation program were negotiated and determined in connection with the Acquisition.

Compensation Philosophy and Objectives

The core philosophy of our executive compensation program is to support our primary objective of providing innovative medical imaging solutions to improve the treatment of human disease while enhancing our long-term value to our stockholders.

Specifically, the Compensation Committee believes the most effective executive compensation program for all executives, including named executive officers:

- reinforces our strategic initiatives;

- aligns the economic interests of our executives with those of our stockholders; and
- encourages attraction and long-term retention of key contributors.

The Compensation Committee considers the following factors when determining compensation for our executive officers, including our named executive officers:

- the requirements of any applicable employment agreements;
- the executive's individual performance during the year;
- his or her projected role and responsibilities for the coming year;
- his or her actual and potential impact on the successful execution of our strategy;
- recommendations from our Chief Executive Officer and any independent compensation consultants, if used;
- an officer's prior compensation, experience, and professional status;
- internal pay equity considerations; and
- employment market conditions and compensation practices within our peer group.

The weighting of these and other relevant factors is determined on an individual basis for each executive upon consideration of the relevant facts and circumstances.

The Compensation Committee is committed to a strong, positive link between our objectives and our compensation practices. Our compensation philosophy also allows for flexibility in establishing executive compensation based on an evaluation of information prepared by management or other advisors and other objective and subjective considerations deemed appropriate by the Compensation Committee, subject to any contractual agreements with our executives. This flexibility is important to ensure our compensation programs are competitive and that our compensation decisions appropriately reflect the unique contributions and characteristics of our executive officers.

Compensation Benchmarking

The Compensation Committee ensures executives' pay levels are materially consistent with our compensation philosophy and objectives described above by conducting annual assessments of competitive executive compensation. We utilize data from publicly traded, similarly-sized pharmaceutical, biopharmaceutical and other life science companies as our primary source for competitive pay levels. However, the Compensation Committee does not support rigid adherence to benchmarks or compensatory formulas and strives to make compensation decisions which effectively support our compensation objectives and reflect the unique attributes of our company and each executive.

For our executive officers, including our named executive officers, the Compensation Committee reviewed executive compensation data provided by Radford Life Sciences Survey, a nationally recognized survey source. The Compensation Committee looked at compensation data for life sciences companies with 500 or fewer employees, the closest approximation to our size, and, to the extent possible, comparable position matches and compensation components.

For compensation for our Chief Executive Officer, data were also collected from a review of the following industry peers: Abaxis Inc., Akorn Incorporated, Alexion Pharmaceuticals, Inc., Alkermes, Inc., AMAG Pharmaceutical, Inc., Auxilium Pharmaceuticals, Inc., Cepheid, Cubist Pharmaceuticals, Inc., Enzon Pharmaceuticals, Inc., Gen-Probe Incorporated, Genomic Health, Inc., IDEXX Laboratories, Inc., Immucor, Inc., Inverness Medical Innovations, Inc. (now known as Alere Inc.), The Medicines Company, Meridian Bioscience, Inc., Molecular Insight

Pharmaceuticals, Inc., Myriad Genetics, Inc., Nektar Therapeutics, OSI Pharmaceuticals, Inc., Quidel Corporation and TECHNE Corporation. In 2008, this peer group had a mean revenue of $211.3 million and headcount of 383.

Employment Agreements

In connection with the Acquisition, we entered into employment agreements with Messrs. Pickering and Kiepert. Our other named executive officers are not subject to employment agreements.

Among other things, these agreements set the executives' compensation terms, their rights upon a termination of employment and restrictive covenants relating to non-competition, non-solicitation, and confidentiality. See "—Potential Payments Upon Termination or Change of Control —Employment Agreements."

Elements of Compensation

Our compensation program is heavily weighted towards performance based compensation, reflecting our philosophy of increasing our long-term value and supporting strategic imperatives, as discussed above. Total compensation and other benefits consist of the following elements:

- base salary;
- annual non-equity incentive compensation; and
- long-term equity incentives in the form of stock options.

We do not offer a defined benefit pension plan. The Compensation Committee supports a competitive employee benefit package, but does not support executive perquisites or other supplemental programs targeted to executives.

Base Salary

Base salaries are intended to provide reasonable and competitive fixed compensation for regular job duties. In light of both the external labor market and the loss of revenue associated with the loss of marketing exclusivity on Cardiolite, we did not increase the base salaries of any named executive officer in 2009.

Following a successful first year after the Acquisition, in 2009, Mr. Pickering's base salary was reduced from $500,000 to $400,000 as part of his agreement with the Board of Directors to reduce his direct oversight responsibilities.

Ms. Taylor joined us on January 6, 2009. Her salary, cash incentive compensation and stock options granted are the result of negotiations in which the Compensation Committee was actively involved. The Compensation Committee believes what was offered was externally competitive and necessary to attract the caliber of talent required for the position.

Our general practice with respect to cash compensation is that executive base salaries and annual cash incentive compensation values should generally position total annual cash compensation between the 25th and 75th percentiles of similarly-sized life science companies. See "—Compensation Discussion and Analysis—Compensation Benchmarking." Cash compensation is generally below the median for those who were awarded larger option awards and more competitively aligned for recent hires.

In 2009, the base salaries of Messrs. Pickering, Kiepert, Gaffey and Villeneuve and Ms. Taylor were $400,000, $400,000, $250,000, CAD $245,000 and $275,000, respectively.

Annual Cash Incentive Compensation

Our 2009 Executive Leadership Team Incentive Bonus Plan (the "Bonus Plan") is intended to reward executive officers, including our named executive officers, for annual financial performance, performance of other corporate goals that may be long-term in nature and meeting or exceeding certain short-term objectives.

Cash incentive compensation under the Bonus Plan is subject to the achievement of a certain EBITDA target. EBITDA is defined in the Bonus Plan as earnings before interest, taxes, depreciation and amortization. The Bonus Plan provides for adjustments to the EBITDA targets by the Compensation Committee for extraordinary and unforeseen events.

The Compensation Committee chose to structure annual incentives on EBITDA for a number of reasons:

- it effectively measures our overall performance;
- it can be considered an important surrogate for cash flow, a critical metric related to servicing our outstanding debt;
- it is a key metric driving our valuation, consistent with the valuation approach used by industry analysts; and
- it is consistent with the metric used for the vesting of the financial performance portion of our option grants.

These EBITDA targets should not be understood as management's predictions of future performance or other guidance and investors should not apply these in any other context. EBITDA targets were linked to our short-term and long-term business objectives to ensure incentives are provided for appropriate performance. The Compensation Committee believes our cash incentive compensation structure is consistent with competitive practice.

The potential bonus payouts under various scenarios in 2009 for our named executive officers were as follows:

Named Executive Officer	Threshold Bonus(1) (as % of Base Salary)	Target Bonus (as % of Base Salary)	Above Target Bonus (as % of Base Salary)
Larry Pickering	50.0%	100.0%	200.0%
Don Kiepert	50.0%	100.0%	200.0%
Robert Gaffey	15.0%	30.0%	60.0%
Mary Taylor	15.0%	30.0%	60.0%
Cyrille Villeneuve	15.0%	30.0%	60.0%

(1) Assuming that named executive achieved his/her department and individual performance goals.

For Messrs. Pickering and Kiepert, pursuant to their respective employment agreements, payout of the target level bonus is tied to the achievement of the EBITDA target and other corporate performance goals established by the Compensation Committee within the first three months of a given year. Pursuant to the Bonus Plan, for our other named executive officers, payout of the target level bonus is tied to the achievement of the EBITDA target and the achievement of certain department performance and individual performance goals. The achievement of the EBITDA target accounts for 50% of the total bonus award, while the achievement of department performance and individual performance goals accounts for 30% and 20%, respectively. Department performance goals are recommended and approved by our Chief Executive Officer at the start of each year. Achievement of individual performance goals are assessed by our Chief Executive Officer at the end of each year.

These targets were intended to provide a meaningful incentive for executives to achieve or exceed performance goals.

If we did not meet the EBITDA target, but we met a level equal to at least 90% of the EBITDA target, then pursuant to the Bonus Plan, the Compensation Committee has discretion to award any percentage of the target bonus, calculated relative to the achievement of the named executive officer's performance goals, including department, individual and corporate performance goals. For example, if we did meet 90% of the EBITDA target and the executive achieved his/her department and individual performance goals, the executive would receive a threshold bonus equal to 50% of his/her bonus target. If we did not meet at least 90% of the EBITDA target, then no bonus is awarded.

If our EBITDA is above the EBITDA target, the Bonus Plan specifies a formula that would create a pool (the "Bonus Pool") not to exceed $500,000 for discretionary allocation among the participants of the Bonus Plan, including our named executive officers. The Bonus Pool amount is set at 4.548% of our incremental EBITDA for such year in excess of the EBITDA target. The maximum potential payout from the Bonus Pool for each participant, including our named executive officers, is 100% of their respective target bonus amount. As such, total bonus awarded for above EBITDA target achievement would be double the target bonus amount of each participant, including our named executive officers.

Our EBITDA target for the fiscal year ended December 31, 2009 was established at $110 million. In the fiscal year ended December 31, 2009, our EBITDA was $98.6 million. Because we did not meet our EBITDA target but achieved at least 90% of the EBITDA target, the bonus for 2009 was subject to the determination of the Compensation Committee relative to the achievement of performance goals, including department, individual and corporate performance goals.

For Messrs. Pickering and Kiepert in 2009, these performance goals included, in addition to attaining our EBITDA goal, acquiring or in-licensing an external product to enhance future revenues, enhancing the existing product and candidate portfolio through further licensing opportunities, driving clinical development programs, optimizing the supply chain for molybdenum, establishing and implementing mission, vision and values programs, and developing the Company's strategic plan. For Mr. Gaffey, performance goals included delivering financial plans, managing expenses, implementing increases in financial capabilities and ensuring the effectiveness of our financial systems. For Ms. Taylor, performance goals included ensuring timely filings with the appropriate government agencies and implementing proper compliance procedures. For Mr. Villeneuve, performance goals included launching our products in foreign jurisdictions and executing business development initiatives abroad.

The Compensation Committee set 50% of the target bonus as a threshold bonus amount for 2009, giving consideration to management's response to managing the supply challenges related to the unexpected global Moly supply shortage, which significantly affected revenues of TechneLite and Cardiolite. However, after consulting with our Chief Executive Officer on the performance of his direct reports and the achievements of each named executive officer's established performance goals, the Compensation Committee awarded bonuses to the named executive officers above the threshold amount, as reflected in the Summary Compensation Table under "Non-Equity Incentive Compensation" and "Bonus." While discretion was used to award bonuses above the threshold amount pursuant to the

Bonus Plan, no awards were granted in excess of each named executive officer's target bonus award, as reflected in the table below:

Named Executive Officer	Actual Bonus (% of Base Salary)
Larry Pickering	62.5%
Don Kiepert	62.5%
Robert Gaffey	30.0%
Mary Taylor(1)	18.0%
Cyrille Villeneuve	28.0%

(1) In addition to her bonus awarded pursuant to the Bonus Plan, Ms. Taylor was awarded a $25,000 discretionary bonus for her contributions as interim head of Clinical Development.

For 2010, the Compensation Committee adopted a new bonus plan (the "2010 Bonus Plan") that kept the same structure as the Bonus Plan, updated financial and other performance objectives to be consistent with our financial plans and added certain "clawback" provisions.

The "clawback" provisions allow us to recover incentive compensation pursuant to our 2010 Bonus Plan for up to three year after payment date that was based on: (i) achievement of financial results that are subsequently the subject of a restatement due to material noncompliance with any financial reporting requirement under either GAAP or federal securities laws, other than as a result of changes to accounting rules and regulations; or (ii) a subsequent finding that the financial information or performance metrics used by the Compensation Committee to determine the amount of the incentive compensations are materially inaccurate, in each case regardless of individual fault. In addition, we may recover any incentive compensation awarded or paid pursuant to this policy based on a participant's conduct which is not in good faith and which materially disrupts, damages, impairs or interferes with our business and our affiliates. The Compensation Committee may also provide for incremental additional payments to then current executives in the event any restatement or error indicates that such executives should have received higher performance based payments. This policy is administered by the Compensation Committee in the exercise of its discretion and business judgment based on the relevant facts and circumstances.

Long-Term Equity Incentive Awards

In connection with the Acquisition, the Board of Directors approved and adopted the 2008 Lantheus MI Holdings, Inc. 2008 Equity Incentive Plan (the "2008 Equity Plan"). The purpose of the 2008 Equity Plan is to:

- promote our long-term financial interests and growth by attracting and retaining management and other personnel and key service providers with the training, experience and abilities to enable them to make substantial contributions to the success of our business;
- motivate management personnel by means of growth-related incentives to achieve long range goals; and
- further the alignment of interests of participants with those of our stockholders through opportunities for increased stock or stock-based ownership in us.

Although we look at competitive long-term equity incentive award values when assessing our compensation programs, as described above under "—Compensation Discussion and Analysis—Compensation Benchmarking," we do not make annual executive option grants because, following the Acquisition, we issued large upfront stock option grants that vest over time and with the achievement of certain performance goals in lieu of annual grants. The Compensation Committee believes these

stock option grants establish performance objectives and incentives and helps align our executives' interests with the interests of the stockholders in fostering long-term value. They also motivate sustained increases in our financial performance and help ensure that the investors have received an appropriate return on their invested capital before executive officers receive significant value from these options.

In 2008, the Compensation Committee approved long-term stock option grants to Messrs. Pickering, Kiepert, Gaffey and Villeneuve under the 2008 Equity Plan. The terms of these stock option grants were consistent with the stock option grants granted after the Acquisition. During 2009, the Committee approved a grant of options to Ms. Taylor in conjunction with an offer of employment and a supplemental grant of options to Mr. Villenueve in recognition of his contribution in 2008 towards launching our international operations, including exceeding first-year EBITDA targets, and to improve the internal equity among our executive officers

The options have an exercise price equivalent to fair market value on the date of grant. Since our common stock is not currently traded on a national securities exchange, fair market value is determined reasonably and in good faith by the Board of Directors.

These options have a ten-year term and are allocated so that 50% are time vested options (the "Time Vesting Options") and 50% are EBITDA-based performance vested options (the "Performance Vesting Options"). The combination of time and performance based vesting of these awards is designed to compensate our executive officers, including our named executive officers, for their long-term commitment to us. They are also designed to motivate sustained increases in our financial performance and help ensure that the investors have received an appropriate return on their invested capital before executive officers receive significant value from these options.

EBITDA is defined in the award agreements as the sum of net income (or loss) of the business or entity for such period; plus interest expense, income taxes, depreciation expenses, amortization expenses, all fees paid by us or any of our subsidiaries pursuant to the Advisory Services Agreements with Avista, dated as of January 8, 2008, non-recurring expenses for executive severance, relocation, recruiting and one-time compensation, the aggregate amount of all other non-cash charges reducing net income including stock-based compensation expense, retention bonuses paid in fiscal year 2008; all extraordinary losses; less all extraordinary gains in each case determined in accordance with generally accepted accounting principles in the United States.

The Time Vesting Options are granted to aid in retention. Consistent with this goal, the Time Vesting Options granted to Messrs. Kiepert, Gaffey and Villeneuve in 2008, and to Ms. Taylor and Mr. Villeneuve in 2009, vest ratably on the grant date over the following five years. To recognize Mr. Pickering's role with Avista Capital in leading the acquisition options granted to Mr. Pickering in 2008 vest 40% on the first year and ratably on the grant date over the following three years.

The Performance Vesting Options are intended to motivate financial performance in line with investors' outlook for performance during our first five years. We chose EBITDA as the performance metric since it is a key driver of our valuation and for the reasons described above in "Annual Cash Incentive Compensation." The Performance Vesting Options granted to Messrs. Kiepert, Gaffey and Villeneuve in 2008, and to Ms. Taylor and Mr. Villeneuve in 2009, are eligible to vest ratably in five equal installments if certain annual EBITDA targets are achieved. To recognize Mr. Pickering's role with Avista Capital in leading the acquisition options granted to Mr. Pickering in 2008 vest 40% in the first year and ratably in three equal installments if certain annual EBITDA targets are achieved. The EBITDA targets were established at the time of the Acquisition and can be adjusted by the Board of Directors in consultation with our Chief Executive Officer as described below.

On April 8, 2009, Mr. Pickering received a supplemental grant of 50,000 options in recognition of his contributions in connection with the Acquisition, pursuing an extension of the marketing exclusivity

of Cardiolite and exceeding the EBITDA targets established for 2008. Anticipating Mr. Pickering's current executive role to evolve to a non-employee director in the future, Mr. Pickering's award was granted in the form of 100% time-based options, vesting ratably in four equal installments.

Due to the number of events that can occur within our industry in any given year that are beyond the control of management but may significantly impact EBITDA and our financial performance, such as significant fluctuations in the cost of raw materials and unit sales volume, and regulatory and reimbursement changes, we have incorporated certain vesting provisions into each stock option grant agreement that allow such Performance Vesting Options to vest later than the date specified. Performance Vesting Options that were eligible to vest but failed to vest due to our failure to achieve an EBITDA target in any given year may vest if we exceed the annual EBITDA target in a subsequent year.

Consistent with the EBITDA targets under the Bonus Plan, pursuant to the terms of the 2008 Equity Plan and the individual Stock Option Agreements governing each option grant, the Board of Directors, in consultation with our Chief Executive Officer, has the ability to adjust the EBITDA targets for significant events, changes in accounting rules and other customary adjustment events. We believe these adjustments may be necessary in order to effectuate the intents and purposes of our compensation plans and to avoid unintended consequences that are inconsistent with these intents and purposes.

If our EBITDA is below the EBITDA target but is equal to at least 90% of the EBITDA target, then a percentage of the Performance Vesting Options vests in that year, calculated as follows:

$$\text{(10\% of possible vested Performance Vesting Options)} \times \frac{\text{(Incremental EBITDA over 90\% of EBITDA target)}}{\text{(EBITDA target—90\% of EBITDA target)}} + \text{(90\% of possible vested Performance Vesting Options)}$$

Our EBITDA target in 2009 was $114.0 million. The EBITDA target was adjusted to $109.8 million to reflect anticipated additional pre-market expenses associated with the launch of Ablavar. In the fiscal year ended December 31, 2009, our actual EBITDA was $98.6 million. Pursuant to each individual Stock Option Agreement, a carry forward of $3.6 million in EBITDA from 2008 was added in determining 2009 vesting. As such, our EBITDA for purposes of determining 2009 vesting was equal to $102.2 million. As a result, using the formula described above, 18.62% of the Performance Vesting Options vested in 2009 out of a possible 20%.

We set our future EBITDA targets to reflect our expected annual EBITDA which progressively increases as we approach the expected launch dates of pipeline products. Thus, while designed to be attainable, EBITDA targets for these years require strong performance with our existing and acquired marketed products, as well as the execution of our clinical pipeline program and cost control.

For additional information concerning the options awarded in 2008 and 2009, see "2009 Grants of Plan-Based Awards" and "Outstanding Equity Awards at 2009 Fiscal Year-End."

Other Benefits

Retirement Plans

We offer a 401(k) qualified defined contribution retirement plan for U.S.-based employees, including named executive officers, with a 4.5% company match. Because he is based in Canada, Mr. Villeneuve participates in a Registered Retirement Saving Plan and a Deferred Profit Sharing Plan, both of which are available to all Canadian employees.

Personal Benefits

Mr. Pickering's employment agreement specifies a per diem allowance of $200 per day while in Billerica, Massachusetts, in lieu of lodging expense reimbursement. Mr. Villeneuve is provided with a travel allowance consistent with his role in Canada leading a network of radiopharmacies. Except as otherwise discussed herein, other welfare and employee-benefit programs are the same for all of our eligible employees, including our named executive officers. Our other named executive officers do not receive additional benefits outside of those offered to our other employees.

Ownership Guidelines

In the event of exercise of an option grant, the resulting shares are subject to the provisions of the Employee Shareholder Agreement which restricts transfer and voting rights to ensure alignment with the initial investors. We do not maintain formal ownership guidelines.

Severance and Change in Control Benefits

As noted above, Messrs. Pickering and Kiepert have entered into employment agreements which detail, among other things, each executive's rights upon a termination of employment in exchange for non-competition, non-solicitation and confidentiality covenants. See "—Potential Payments Upon Termination or Change in Control."

We believe that reasonable severance benefits are appropriate in order to be competitive in our executive retention efforts. These benefits reflect the fact that it may be difficult for such executives to find comparable employment within a short period of time. We also believe formalized severance arrangements are at times a competitive requirement to attract the required talent for the role.

Recoupment of Compensation

Information regarding our policy with respect to the recovery of incentive compensation is provided under "Elements of Compensation—Annual Cash Incentive Compensation."

Tax and Accounting Implications

We were not subject to Section 162(m) of the Internal Revenue Code, as amended in 2009. For 2010 and beyond, the Compensation Committee will consider the impact of Section 162(m) in the design of its compensation strategies. Under Section 162(m), compensation paid to executive officers in excess of $1,000,000 cannot be taken by us as a tax deduction unless the compensation qualifies as performance-based compensation. We have determined, however, that we will not necessarily seek to limit executive compensation to amounts deductible under Section 162(m) if such limitation is not in the best interests of our stockholders. While considering the tax implications of its compensation decisions, the Compensation Committee believes its primary focus should be to attract, retain and motivate executives and to align the executives' interests with those of our stockholders.

The Compensation Committee operates its compensation programs with the good faith intention of complying with Section 409A of the Internal Revenue Code. We account for stock based payments with respect to our long-term equity incentive award programs in accordance with the requirements of ASC 718.

Compensation Risk Assessment

In consultation with the Compensation Committee, members of Human Resources, Legal and Finance groups conducted an annual assessment of whether our compensation policies and practices encourage excessive or inappropriate risk taking by our employees, including employees other than our named executive officers. This assessment included a review of the risk characteristics of our business and the design of our incentive plans and policies. Although a significant portion of our executive compensation program is performance-based, the Compensation Committee has focused on aligning our compensation policies with our long-term interests and avoiding rewards or incentive structures that could create unnecessary risks to us.

Management reported its findings to the Compensation Committee, which agreed with management's assessment that our plans and policies do not encourage excessive or inappropriate risk taking and determined such policies or practices are not reasonably likely to have a material adverse effect on us.

2009 Summary Compensation Table

The following table sets forth certain information with respect to compensation for the year ended December 31, 2009 earned by or paid to our named executive officers.

Name and Principal Position	Year	Salary ($)	Bonus ($)(5)	Option Awards ($)(6)	Non-Equity Incentive Plan Compensation ($)(7)	All Other Compensation ($)(8)	Total ($)
Larry Pickering(1) *Chairman*	2009	$401,154	$50,000	$155,000	$ 200,000	$ 1,950	$808,104
Donald Kiepert *President and Chief Executive Officer*	2009	$400,000	$50,000	—	$ 200,000	$ 12,346	$662,346
Robert Gaffey(2) *Vice President, Finance, Information Technology and Treasurer*	2009	$250,000	$37,500	—	$ 37,500	$ 9,361	$334,361
Mary Taylor(3) *Vice President, Global Regulatory Affairs*	2009	$268,654	$33,750	$155,500	$ 41,250	—	$499,154
Cyrille Villeneuve(4) *Vice President and General Manager, International*	2009	$214,963	$31,702	$ 31,100	$ 35,960	$ 34,299	$348,024

(1) Mr. Pickering served as Executive Chairman until January 8, 2010, at which time he relinquished his executive duties to our Chief Executive Officer and retained his role of non-executive Chairman of the Board. In 2009, Mr. Pickering did not receive any additional compensation for his position as a director. In connection with his change of role in 2010, Mr. Pickering's salary was renegotiated to $200,000 per year.

(2) Mr. Gaffey held the position of Vice President, Finance, IT and Operations until January 18, 2010, when his responsibilities for Operations were reassigned in a reorganization of our executive officers.

(3) Ms. Taylor joined us on January 6, 2009. The amounts shown in "Salary" reflect the pro-rated amount of her base salary.

(4) Mr. Villeneuve is based in Canada and paid in Canadian dollars. The amounts shown in "Salary" and "All Other Compensation" reflect an average exchange rate of 0.8774 Canadian dollars per each U.S. Dollar, as reported by Oanda for the 2009 calendar year. Mr. Villeneuve's salary in 2009 was CAD $245,000. Mr. Villeneuve's bonus, as disclosed in "Non-Equity Incentive Plan Compensation," reflects the spot rate of 0.9785 Canadian dollars per each U.S. Dollar for March 31, 2010 to align with the distribution of the award.

(5) The amounts reflect the cash incentive compensation awarded above the threshold bonus target by the Compensation Committee. See "—Compensation Discussion and Analysis—Elements of Compensation—Annual Cash Incentive Compensation." In addition, for Ms. Taylor, the amount also reflects a discretionary bonus of $25,000 that the Compensation Committee awarded for her contributions as the interim head of Clinical Development.

(6) Includes the grant date fair value of the stock option awards granted during the fiscal year ended December 31, 2009, in accordance with ASC 718 with respect to options to purchase shares of our common stock awarded to the named executive officers in 2009 under our 2008 Equity Plan. See "—Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies—Accounting for Stock-Based Compensation."

(7) The amounts reflect the cash incentive compensation earned for the year ended December 31, 2009 under the Bonus Plan which were paid in the first quarter of 2010.

(8) For Messrs. Kiepert, Gaffey and Villeneuve, the amounts reflect matching contributions to our defined contribution retirement plans of $12,346, $9,361 and CAD $23,465, respectively. Mr. Villeneuve also received a car allowance of CAD $15,633. Mr. Pickering and Ms. Taylor did not participate in our 401(k) plan during 2009. For Mr. Pickering, the amount reflects the total per diem allowance he received for lodging.

2009 Grants of Plan-Based Awards

The following table sets forth certain information with respect to grants of plan-based awards for the year ended December 31, 2009 with respect to the named executive officers.

		Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Option Awards: Number of Securities Underlying Options	Exercise or Base Price of Option Awards
Name	Grant Date	Threshold ($)(1)	Target ($)(2)	Maximum ($)(3)	Threshold (#)	Target (#)	Maximum (#)	(#)	($/Sh)
Larry Pickering	—	$200,000	$400,000	$800,000	—	—	—	—	—
	4/20/09	—	—	—	—	—	—	50,000(4)	$ 6.84
Donald Kiepert	—	$200,000	$400,000	$800,000	—	—	—	—	—
Robert Gaffey	—	$ 37,500	$ 75,000	$150,000	—	—	—	—	—
Mary Taylor	—	$ 41,250	$ 82,500	$165,000	—	—	—	—	—
	4/8/09	—	—	—	4,500	25,000(3)	25,000	25,000(5)	$ 6.84
Cyrille Villeneuve(6)	—	$ 35,960	$ 71,920	$143,840	—	—	—	—	—
	4/8/09	—	—	—	900	5,000(4)	5,000	5,000(7)	$ 6.84

(1) The amounts shown in the "Threshold" column reflect the threshold payment, which is 50% of the amount shown in the "Target" column. See "—Compensation Discussion and Analysis—Elements of Compensation—Annual Cash Incentive Compensatic

(2) The amount show in the "Target" column is the potential cash incentive award given to our named executive officers if the EBITDA target is hit in 2009. For Messrs. Pickering and Kiepert, that amount is 100% of their respective 2009 base salaries. For Ms. Taylor and Messrs. Gaffey and Villeneuve, that amount is 30% of their

respective 2009 base salaries. See "—Compensation Discussion and Analysis—Elements of Compensation—Annual Cash Incentive Compensation."

(3) The amount shown in the "Maximum" column is the target amount plus 60% of the named executive officer's base salary. Pursuant to the Bonus Plan, if we achieve an EBITDA that is greater than the EBITDA target, the Bonus Plan specified a formula that would create a pool not to exceed $500,000 in the aggregate for discretionary allocation among the eligible participants of the Bonus Plan. The maximum payment from the Bonus Pool for each participant, including our named executive officers, is 60% of their respective base salary. See "—Compensation Discussion and Analysis—Elements of Compensation—Annual Cash Incentive Compensation."

(4) Mr. Pickering received a supplemental grant of 50,000 options in recognition of his contributions in connection with the Acquisition, pursuing an extension of the marketing exclusivity of Cardiolite and exceeding the EBITDA targets established for 2008. Anticipating Mr. Pickering's current executive role to evolve to a non-employee director in the future, Mr. Pickering's award was granted in the form of 100% time-based options vesting 25% on each anniversary of the grant.

(5) Ms. Taylor was granted 50,000 stock options with a ten-year term in conjunction with an offer of employment. 25,000 of these options are Time Vesting Options and 25,000 are Performance Vesting Options. See "—Compensation Discussion and Analysis—Elements of Compensation—Long-Term Equity Incentive Awards."

(6) Mr. Villeneuve is based in Canada and paid in Canadian dollars. The U.S. Dollar amounts reflects the spot rate of 0.9785 Canadian dollars per each U.S. Dollar for March 31, 2010 to align with the distribution of the award in 2009.

(7) Mr. Villeneuve received a supplemental grant of 10,000 options with a ten-year term. This supplemental grant was made by the Compensation Committee in recognition of Mr. Villeneuve's contribution in 2008 towards launching our international operations, including exceeding first-year EBITDA targets, and to improve the internal equity among our executive officers. 5,000 of these options are Time Vesting Options and 5,000 are Performance Vesting Options. See "—Compensation Discussion and Analysis—Elements of Compensation—Long-Term Equity Incentive Awards."

Outstanding Equity Awards at 2009 Fiscal Year-End

The following table includes certain information with respect to options held by the named executive officers as of December 31, 2009.

	Option Awards				
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Securities of Underlying Unexercised Unearned Options (#)	Option Exercise Price ($)	Option Expiration Date
Larry Pickering:					
Stock Options(1)	300,480	225,360	225,360	$ 2.00	3/3/18
Stock Options(2)	—	50,000	—	$ 6.84	4/19/19
Don Kiepert:					
Stock Options(3)	250,400	500,800	500,800	$ 2.00	2/24/18
Robert Gaffey:					
Stock Options(3)	70,000	140,000	140,000	$ 2.00	4/3/18
Mary Taylor:					
Stock Options(4)	—	25,000	25,000	$ 6.84	4/7/19
Cyrille Villeneuve:					
Stock Options(3)	8,000	16,000	16,000	$ 2.00	4/3/18
Stock Options(4)	—	5,000	5,000	$ 6.84	4/7/19

(1) 40% of the shares subject to the Time Vesting Options vested on January 1, 2009 and 40% of the Performance Vesting Options vested on April 16, 2009 upon the Compensation Committee's determination that we achieved the 2008 EBITDA performance targets. The remaining shares subject to the Time Vesting Options will vest ratably over the next three years and will vest in full as of January 1, 2012. Assuming the EBITDA targets are met in each applicable fiscal year, the remaining shares subject to the Performance Vesting Options will vest ratably over the next three years.

(2) The remaining shares subject to the Time Vesting Options will vest ratably over the next four years and will vest in full as of April 20, 2013.

(3) 20% of the shares subject to the Time Vesting Options vested on January 1, 2009 and 20% of the Performance Vesting Options vested on April 16, 2009 upon the Compensation Committee's determination that we achieved the 2008 EBITDA performance targets. The remaining shares subject to the Time Vesting Options will vest ratably over the next four years and will vest in full as of January 1, 2013. Assuming the EBITDA targets are met in each applicable fiscal year, the remaining shares subject to the Performance Vesting Options will vest ratably over the next four years.

(4) The remaining shares subject to the Time Vesting Options will vest ratably over the next five years and will vest in full as of April 8, 2014. Assuming the EBITDA targets are met in each applicable fiscal year, the remaining shares subject to the Performance Vesting Options will vest ratably over the next five.

Option Exercises and Stock Vested in 2009

The named executive officers did not exercise any options during 2009. We do not offer any stock awards, other than stock options, from which vesting would occur.

2009 Pension Benefits

We do not offer our executives or others a pension plan. Retirement benefits are limited to participation in our 401(k) plan with a 4.5% employer match and a corresponding international plan. Because he is based in Canada, Mr. Villeneuve participates in a Registered Retirement Saving Plan and a Deferred Profit Sharing Plan, both of which are available to all Canadian employees.

Potential Payment Upon Termination or Change in Control

The information below describes and quantifies certain compensation that would become payable under certain named executive officer's employment agreements if, as of December 31, 2009, his employment had terminated or there was a change in control. Due to the number of factors that affect the nature and amount of any benefits provided upon the events discussed below, any actual amounts paid or distributed may be different. Factors that could affect these amounts include the timing during the year of any such event.

Employment Agreements and Arrangements

Larry Pickering

On March 4, 2008, we entered into an employment agreement with Mr. Pickering, our chairman of the Board of Directors, which was subsequently amended on January 4, 2010. Pursuant to the terms of his amended employment agreement, Mr. Pickering currently receives $200,000 in annual base salary. Mr. Pickering's employment can be terminated at any time and for any reason, and he shall not be entitled to any severance or termination benefits.

Don Kiepert

On January 8, 2008, we entered into an employment agreement with Don Kiepert, our President and Chief Executive Officer. Pursuant to his employment agreement, Mr. Kiepert currently receives $412,000 in annual base salary, subject to any increases in base salary as may be determined from time to time in the sole discretion of our Board of Directors. In addition, the employment agreement allows Mr. Kiepert to be eligible to receive an annual bonus award of up to 100% of his base salary based upon the achievement of certain performance targets. Mr. Kiepert is also eligible to participate in our health, life and disability insurance, and retirement and fringe employee benefit plans on the same basis as those benefits are generally made available to our other executives.

If we terminate Mr. Kiepert with cause or Mr. Kiepert resigns without good reason, then he is entitled to receive his base salary through the date of termination and reimbursement for any unreimbursed business expenses properly incurred by Mr. Kiepert prior to his termination or resignation, provided that these claims are submitted within 30 days of termination. In the event of Mr. Kiepert's resignation without good reason, he is also entitled to such vested or accrued employee benefits as to which he is entitled under our employee benefit plans.

If Mr. Kiepert's employment terminates as a result of his death or if we terminate Mr. Kiepert due to his physical or mental illness, injury or infirmity which is reasonably like to prevent or prevents him from performing his essential job functions for 90 consecutive calendar days or an aggregate of 120 calendar days out of any consecutive twelve month period, then Mr. Kiepert or his estate is entitled to receive: (a) his base salary through the date of termination; (b) reimbursement for any unreimbursed business expenses properly incurred; (c) any vested or accrued employee benefits as to which he is entitled under our employee benefit plans; and (d) a pro rata portion of his target annual bonus amount in the year he was terminated, based upon the percentage of the fiscal year that has elapsed through the date of his termination, contingent upon an effective release of claims against us and

payable at such time as the annual bonus would have otherwise been payable had he not been terminated.

If we terminate Mr. Kiepert without cause or Mr. Kiepert resigns with good reason, then he is entitled to receive: (a) his base salary through the date of termination; (b) reimbursement for any unreimbursed business expenses properly incurred; (c) any vested or accrued employee benefits as to which he is entitled under our employee benefit plans; (d) a pro rata portion of his target annual bonus amount in the year he was terminated, based upon the percentage of the fiscal year that has elapsed through the date of his termination, contingent upon an effective release of claims against us and payable at such time as the annual bonus would have otherwise been payable had he not been terminated; (e) subject to Mr. Kiepert's continued compliance with the non-competition and confidentiality clauses within his employment agreement and his effective release of claims against us, continued payment of his base salary in accordance with our normal payroll practices for twelve months after the date of termination, provided that any such payment is reduced by the present value of any other cash severance or termination benefits payable to Mr. Kiepert under any other plans, arrangements or programs; and (f) for twelve months after the date of termination, continued life insurance and group medical coverage for Mr. Kiepert and his eligible dependents upon the same terms as provided to our other senior executive officers and at the same coverage levels, provided that such coverage shall cease upon Mr. Kiepert becoming employed by another employer and eligible for life insurance and/or medical coverage with such other employer.

If we terminated Mr. Kiepert without cause or Mr. Kiepert resigned with good reason on December 31, 2009, he would have been entitled to receive an aggregate of $849,247 ($400,000 for salary, $400,000 for bonus, $21,555 for benefits and $27,692 for accrued vacation), payable as described above, plus any accrued and unpaid base salary and bonus and unreimbursed business expenses.

2008 Equity Plan

The 2008 Equity Plan and each individual Stock Option Agreement provides for accelerated vesting of both Time Vesting Options and Performance Vesting Options granted under the 2008 Equity Plan upon a change of control if net cumulative cash proceeds received by our investors exceed certain multiples of their initial investment. If such a change in control occurred on December 31, 2009, each named executive officer's unvested Time Vesting Options and Performance Vesting Options would immediately vest and become exercisable. The aggregate dollar value of unvested stock options held by such named executive officer on December 31, 2009 is as follows:

Name	Aggregate Dollar Value(1)
Larry Pickering	$ 2,832,421
Don Kiepert	$ 6,149,824
Robert Gaffey	$ 1,719,200
Mary Taylor	$ 65,000
Cyrille Villeneuve	$ 209,480

(1) The aggregate dollar value is the difference between the fair market value of shares of common stock on December 31, 2009 based upon an internal valuation model and the per share exercise price of each option, multiplied by the number of shares subject to the unvested option.

Director Compensation

The following table sets forth certain information with respect to compensation paid to our non-employee directors. The compensation paid to Mr. Pickering, the Chairman of our Board of

Directors, is reported in the Summary Plan Compensation Table as he was paid only as a named executive officer in his capacity as Executive Chairman during 2009. We do not compensate our board members with per meeting fees. Our directors are reimbursed for any expenses incurred in connection with their service.

Name	Fees Earned or Paid in Cash ($)	Option Awards ($)	All Other Compensation ($)	Total ($)
David Burgstahler	—	—	—(1)	—
Bevin O'Neil	—	—	—(1)	—
Dr. Patrick O'Neill	$ 50,000(2)	—	—	$ 50,000
Dr. David Shand(3)	$ 25,000	—	—	$ 25,000

(1) Mr. Burgstahler and Ms. O'Neil are principals of Avista and do not receive any direct compensation for their service. We pay Avista a management fee of $1,000,000 annually pursuant to the Advisory Services and Management Agreement, dated as of January 8, 2008. See "Certain Relationships and Related Party Transactions —Advisory and Monitoring Services Agreement."

(2) Dr. O'Neill is paid a quarterly board fee of $12,500 for his services. Dr. O'Neill received a grant of 50,000 stock options in 2008. These options have a ten-year term and are Time Vesting Options. 20% of the shares subject to the Time Vesting Options vested on January 1, 2009. The remaining shares subject to the Time Vesting Options will vest ratably over the next four years and will vest in full as of January 1, 2013.

(3) Dr. Shand passed away on June 30, 2009. Dr. Shand received two quarterly board fees of $12,500 for his services prior to his passing. Dr. Shand received a grant of 50,000 stock options in 2008. These options were Time Vesting Options that had a ten-year term. 20% of the shares subject to the Time Vesting Options vested on January 1, 2009, prior to his passing, which were exercised by his estate. The remaining Time Vesting Options were forfeited.

PRINCIPAL STOCKHOLDERS

Holdings indirectly owns all of our issued and outstanding capital stock, through its direct subsidiary and our direct parent, Lantheus Intermediate. Avista, Avista Capital Partners (Offshore), LP and ACP-Lantern Co-Invest, LLC (together, the "Avista Entities") collectively own approximately 99.5% of Holdings' issued and outstanding capital stock. In connection with the Acquisition, certain members of management purchased shares of Holdings' common stock equaling approximately 0.5% of Holdings' issued and outstanding capital stock.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Amended and Restated Shareholders Agreement

In connection with the Acquisition, Holdings entered into a Shareholders Agreement with the Avista Entities and Don Kiepert, as Management Shareholder, dated January 8, 2008 and subsequently amended on February 26, 2008 (the "Shareholders Agreement"). The Shareholders Agreement governs the parties' respective rights, duties and obligations with respect to the ownership of the Holdings securities. Pursuant to the Shareholders Agreement, Avista has designation rights with respect to the composition of the Holdings board of directors and Avista is entitled to majority representation on any committee that the board creates. In addition, the Management Shareholder must vote his shares in such a manner that is consistent with the composition of the board designed by the Avista Entities.

Advisory and Monitoring Services Agreement

In connection with the closing of the Acquisition, we entered into an advisory services and monitoring agreement with Avista Capital Holdings, L.P. ("Avista Capital Holdings"), dated as of January 8, 2007 (the "Advisory Services and Monitoring Agreement"), pursuant to which ACP Lantern Acquisition, Inc. (a corporation which was merged into us as part of the Acquisition), paid Avista Capital Holdings a one time fee equal to $10 million for the consulting and advisory and monitoring services to us, our subsidiaries and our parent companies, in connection with the Acquisition. In addition, the agreement provides for the payment of an annual fee equal to $1 million as consideration for ongoing advisory services. To the extent of any future transaction entered into by us or our affiliates, Avista Capital Holdings will receive an additional fee that is reasonable and customary for the services it provides in connection with such future transaction. In addition, we will pay directly, or reimburse Avista Capital Holdings for, its out-of-pocket expenses in connection with its performance of services under the Advisory Services and Monitoring Agreement.

Quintiles Master Services Agreement

Effective as of June 30, 2009, we entered into a Master Services Agreement with Quintiles Commercial US, Inc. ("Quintiles") (formerly known as Innovex Inc.) to provide a contract sales force in connection with the launch and promotion of Ablavar. As of August 31, 2010, we have incurred costs associated with this contract of approximately $3.5 million. The Master Services Agreement was extended on June 11, 2010 and is scheduled to terminate on September 30, 2011. John Pickering, a son of Larry Pickering, our Chairman of the Board, was a Director of Business Development for Quintiles during part of the term of the agreement. He left Quintiles in June 2010 prior to the contract extension.

McGladrey Engagement

In March 2010, we engaged RSM McGladrey, Inc. ("McGladrey") (formerly known as Caturano & Company), a tax and financial services consulting firm, to advise us about compliance requirements under the Sarbanes-Oxley Act. We expect to spend over $125,000 in connection with the engagement. As of August 31, 2010, we haveincurred costs associated with this engagement of approximately $75,000. Dan Gaffey, a son of Robert Gaffey, our Vice President of Finance and Information Technology and Treasurer, is a Vice President of McGladrey but has no other relationship with us and will not be working on the engagement in any capacity.

DESCRIPTION OF OTHER INDEBTEDNESS

The following is a summary of provisions relating to our indebtedness other than the notes offered hereby.

Revolving Credit Facility

We have a revolving credit facility (the "Revolving Credit Facility") with Bank of Montreal, as administrative agent (in such capacity, the "Administrative Agent"), Harris N.A., as collateral agent, each of the lenders party thereto (in such capacity, the "Lenders") and Lantheus Intermediate and Lantheus Real Estate, each as guarantors in respect thereto.

Under the terms of the Revolving Credit Facility, the Lenders have extended credit to us consisting of a revolving credit facility in an aggregate principal amount not to exceed $42.5 million at any time outstanding. The Revolving Credit Facility includes a subfacility for the issuance of letters of credit ("Letters of Credit"). We have a right to request an increase of the Revolving Credit Facility in an aggregate amount of up to $15 million.

The letters of credit and the borrowings under the Revolving Credit Facility are used for working capital and for other general corporate purposes. The Revolving Credit Facility matures on May 10, 2014.

In connection with Revolving Credit Facility, we have entered into several other agreements including, but not limited to, a pledge and security agreement, a guaranty and a mortgage.

Interest Rates and Fees

Borrowings under the Revolving Credit Facility bear interest at a rate per annum equal to (a) a base rate determined by reference to the higher of (i) the rate of interest announced by the Administrative Agent as its prime commercial rate or similar rate, and (ii) the federal funds rate plus 0.50%, plus the applicable margin of 3.00%, or (b) a LIBOR rate plus the applicable margin of 4.00% in the case of LIBOR Rate loans. The LIBOR rate is subject to a minimum or "floor" of 1.50% and the Reference Rate is subject to a minimum or "floor" of 2.50%.

We are required to pay certain fees to Bank of Montreal and Natixis (each in its capacity as lead arranger), the Administrative Agent and the Lenders in connection with the Revolving Credit Facility. In addition, under the Revolving Credit Facility, we are required to pay a commitment fee on the unused portion of the Revolving Credit Facility, which shall accrue at a rate per annum 0.75% on the excess, if any, of the total revolving credit commitment over the sum of the average principal amount of all borrowings outstanding under the Revolving Credit Facility and Letters of Credit, payable quarterly in arrears. We are obligated to pay a fee for each issued Letter of Credit, equal to 4% per annum of the daily balance of the undrawn amount of all outstanding Letters of Credit, payable in arrears each quarter.

Optional Prepayments

We are permitted to voluntarily prepay the Revolving Credit Facility, in whole or in part, without premium or penalty.

Mandatory Prepayments

There is no requirement to make prepayments of the Revolving Credit Facility.

Guarantee and Security

The Revolving Credit Facility is guaranteed by Lantheus Intermediate and Lantheus Real Estate, and obligations under the Revolving Credit Facility are secured by all the property and assets and all interests of the loan parties, then owned or thereafter acquired, as provided for under the pledge and security agreement and the mortgage entered into in connection with the Revolving Credit Facility and subject to express limitations contained therein.

Covenants

The Revolving Credit Facility contains a number of affirmative, negative, reporting and financial covenants, in each case subject to certain exceptions and materiality thresholds. The affirmative covenants include, among other things, and subject to certain exceptions, requirements with respect to compliance with law; payment of taxes; maintenance of insurance; additional guarantees and security and after acquired property; preservation of existence, keeping records and maintaining property. The negative covenants restrict or limit, among other things, and subject to certain exceptions, grants of liens; incurrence of additional debt; changes in the nature of the business; transactions with affiliates; mergers with others; assets sales; certain investments and restricted payments; payment of dividends and other distributions to equity holders; prepayments of certain debt; capital expenditures; and grants of negative pledges. The reporting covenants include, among other things, requirements to provide the Lenders with notice of events of default; delivery of annual and quarterly financial statements; delivery of budgets, forecasts and management reports; providing information with respect to material litigation, breaches of material contracts, and termination events under our Employee Plan. The Revolving Credit Facility requires us to comply with a maximum net total leverage ratio and a minimum interest coverage ratio limits our total annual capital expenditures. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Sources of Liquidity."

Events of Default

The Revolving Credit Facility contains events of default, including, among other things, in each case subject to certain exceptions and materiality thresholds, failure to pay principal, interest and other payments when due; any representation or warranty incorrect in any material respect when made; default in the observance or performance of any other agreement or security document related to the Revolving Credit Facility beyond the applicable grace period; default in payment of an aggregate amount in excess of $10 million of principal or interest on any debt other than under the Revolving Credit Facility; commencement by or against us, Holdings or any of its subsidiaries seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, relief of it or its debt under any law relating to bankruptcy, insolvency or reorganization of relief of debtors, that remains undismissed, or unstayed for a period of 60 days; final payment judgments rendered against us or any of our Parent or our subsidiaries in excess of $10 million in aggregate principal amount and either (i) an enforcement proceeding shall have been commenced with respect thereto or (ii) there shall be a period of 45 consecutive days after entry thereof during which a stay of enforcement of such judgment shall not be in effect, or (iii) at any time during a stay of enforcement of such judgment, such judgment is not bonded in the full amount, unless the amount of such judgment is covered by a valid insurance and the claim thereunder has not been disputed; certain events leading to an Employee Retirement Income Security Act ("ERISA") withdrawal liability or termination event in excess of $10 million; and a change of control as defined under the Revolving Credit Facility.

Upon an event of default, the Administrative Agent has the right to declare the loans and other obligations outstanding immediately due and payable, and the Administrative Agent may, after such events of default, require us to make deposits with respect to any outstanding Letters of Credit in an amount equal to 105% of the greatest amount for which such Letter of Credit may be drawn.

DESCRIPTION OF THE EXCHANGE NOTES

General

The Restricted Notes were issued and the Exchange Notes will be issued under an indenture (the "Indenture"), dated as of May 10, 2010, among Lantheus Medical Imaging, Inc., as Issuer, Lantheus MI Intermediate, Inc. ("Parent") and all of the Issuer's direct and indirect wholly-owned Domestic Subsidiaries existing on the Issue Date, as Guarantors, and Wilmington Trust FSB, as Trustee (the "Trustee"). The term "notes" refers to the Restricted Notes, the Exchange Notes and any other notes issued under the Indenture. To the extent provided therein, the Indenture is subject to and governed by the Trust Indenture Act. The terms of the notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The following is a summary of the material terms and provisions of the notes, the Indenture and the registration rights agreement. The following summary does not purport to be a complete description of the notes or such agreements and is subject to the detailed provisions of, and qualified in its entirety by reference to, the Indenture and the registration rights agreement. You can find definitions of certain terms used in this description under the heading "—Certain Definitions." For purposes of this summary, the term "Issuer" refers only to Lantheus Medical Imaging, Inc., and not to any of its Subsidiaries.

Brief Description of the Notes and the Guarantees

The Notes

The notes are:

- general senior unsecured obligations of the Issuer;
- *pari passu* in right of payment with any existing and future senior unsecured Indebtedness of the Issuer;
- senior in right of payment to any future Subordinated Indebtedness of the Issuer;
- structurally subordinated to all liabilities and preferred stock of Subsidiaries of the Issuer that are not Guarantors;
- effectively subordinated to the Issuer's existing and future secured Indebtedness, including any Indebtedness under the Credit Agreement, to the extent of the value of the collateral securing such Indebtedness; and
- guaranteed on a senior unsecured basis by each Guarantor.

The Guarantees

The notes are guaranteed by Parent and all wholly-owned Subsidiaries of the Issuer (other than Unrestricted Subsidiaries and Foreign Subsidiaries).

Each Guarantee is:

- a general senior unsecured obligation of the Guarantor;
- *pari passu* in right of payment with any existing and future senior unsecured Indebtedness of the Guarantor;
- senior in right of payment to any future Subordinated Indebtedness of such Guarantor;
- structurally subordinated to all liabilities and preferred stock of any Subsidiaries of such Guarantor that are not Guarantors; and

- effectively subordinated to the guarantee of such Guarantor under any existing and future secured Indebtedness, including any Indebtedness under the Credit Agreement, to the extent of the value of the collateral owned by such Guarantor securing such Indebtedness.

As of the date of the Indenture, all of the Issuer's subsidiaries were "Restricted Subsidiaries." However, under the circumstances described below under the subheading "—Certain Covenants—Limitation on Restricted Payments," the Issuer will be permitted to designate certain of its Subsidiaries "Unrestricted Subsidiaries." The Issuer's Unrestricted Subsidiaries will not be subject to any of the restrictive covenants in the Indenture. The Issuer's Unrestricted Subsidiaries will not guarantee the notes.

Principal, Maturity and Interest

The Issuer issued $250.0 million aggregate principal amount of Restricted Notes. The notes will mature on May 15, 2017. The Issuer may issue additional notes from time to time under the Indenture ("Additional Notes"). Any offering of Additional Notes is subject to the covenants described below under the caption "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock." The notes and any Additional Notes subsequently issued under the Indenture are treated as a single class for all purposes under the Indenture. Unless the context requires otherwise, references to "notes" for all purposes of the Indenture and this "Description of the Exchange Notes" include any Additional Notes that are actually issued. The notes were issued in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Interest on the notes accrue at the rate of 9.750% per annum and are payable semi-annually in arrears on May 15 and November 15, commencing on November 15, 2010, to Holders of record on the immediately preceding May 1 and November 1. Interest on the notes accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance of the notes. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Payments

Principal of, premium, if any, and interest on the notes will be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders of the notes at their respective addresses set forth in the register of Holders; *provided* that all payments of principal, premium, if any, and interest, if any, with respect to notes represented by one or more global notes registered in the name of or held by DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose.

Ranking

The Indebtedness evidenced by the notes and the Guarantees are senior Indebtedness of the Issuer or the applicable Guarantor, as the case may be, and rank *pari passu* in right of payment with all existing and future senior Indebtedness of the Issuer and the Guarantors, as the case may be. The notes are effectively subordinated to all existing and future secured Indebtedness, including any Indebtedness under the Credit Agreement, to the extent of the value of the collateral securing such Indebtedness. The Indebtedness evidenced by the notes and the Guarantees are senior in right of payment to all future Subordinated Indebtedness of the Issuer and the Guarantors, as the case may be.

Not all of our Subsidiaries guaranteed the notes. Unless the Subsidiary is a Guarantor, claims of creditors on such Subsidiaries, including trade creditors, and claims of preferred stockholders (if any) of such Subsidiaries generally will have priority with respect to the assets and earnings of such Subsidiaries over the claims of creditors of the Issuer, including the Holders of the notes. The notes, therefore, are

structurally subordinated to holders of Indebtedness and other creditors (including trade creditors) and preferred stockholders (if any) of Subsidiaries of the Issuer that are not Guarantors.

Although the Indenture contains limitations on the amount of additional Indebtedness that the Issuer and its Restricted Subsidiaries may incur, under certain circumstances the amount of such additional Indebtedness could be substantial. See "—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "—Certain Covenants—Liens."

Guarantees

The Issuer's obligations under the notes and the Indenture are jointly and severally guaranteed on a senior unsecured basis (the "Guarantees") by each Guarantor, including Parent. Not all of our Subsidiaries guaranteed the notes. Unrestricted Subsidiaries and Foreign Subsidiaries will not be Guarantors. In the event of a bankruptcy, liquidation or reorganization of any of these non-Guarantor Subsidiaries, these non-Guarantor Subsidiaries will pay the holders of their debts and their trade creditors before they will be able to distribute any of their assets to us. For the year ended December 31, 2009, our non-Guarantor Subsidiaries accounted for approximately 19.5% of our total revenues. In addition, as of December 31, 2009, our non-Guarantor Subsidiaries held approximately 11.3% of our consolidated assets and had approximately 10% of liabilities (including trade payables), to which the notes and Guarantees would have been structurally subordinated.

As of the date of the Indenture, all of our Subsidiaries were "Restricted Subsidiaries." However, under the circumstances described below under the subheading "—Certain Covenants—Limitation on Restricted Payments," the Issuer is permitted to designate some of our Subsidiaries as "Unrestricted Subsidiaries." The effect of designating a Subsidiary as an "Unrestricted Subsidiary" is as follows:

- an Unrestricted Subsidiary will not be subject to any of the restrictive covenants in the Indenture;
- a Subsidiary that has previously been a Guarantor and that is designated an Unrestricted Subsidiary will be released from its Guarantee; and
- the assets, income, cash flow and other financial results of an Unrestricted Subsidiary will not be consolidated with those of the Issuer for purposes of calculating compliance with the restrictive covenants contained in the Indenture.

The obligations of each Guarantor under its Guarantee is limited to the maximum amount as will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. See "Risk Factors—Federal and state statutes allow courts, under specific circumstances, to avoid guarantees and to require noteholders to return payments received from us or the guarantors."

The Note Guarantee of any Guarantor other than Parent is automatically and unconditionally released upon the occurrence of any of the following:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate the "Asset Sale" provisions of the Indenture and the Guarantor ceases to be a Restricted Subsidiary of the Issuer as a result of the sale or other disposition;

(3) if the Issuer designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the Indenture; or

(4) upon legal defeasance, covenant defeasance or satisfaction and discharge of the Indenture as provided below under the captions "—Lega Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge," or

(5) if such Guarantee was created pursuant to the provisions set forth in the second paragraph of the covenant described under "Additional Note Guarantees," upon the release or discharge of the guarantee by such Guarantor of Indebtedness that resulted in the creation of such Guarantee, except a release or discharge by or as a result of payment under such guarantee.

Any direct or indirect parent of the Issuer may guarantee the notes on or after the Issue Date, but no value should be assigned to such guarantee, and such guarantor will not be subject to the covenants of the Indenture and such guarantee may be released at any time. Upon issuance thereof, the notes will be unconditionally guaranteed by Parent. Parent will not be subject to the covenants in the Indenture and you should not assign any value to such guarantee.

Mandatory Redemption; Open Market Purchases

Except to the extent that Issuer may be required to offer to purchase the notes as set forth below under "—Repurchase at the Option of Holders," the Issuer is not required to make mandatory redemption or sinking fund payments with respect to the notes. The Issuer may from time to time purchase notes in the open market or otherwise.

Optional Redemption

Except as described below, the notes are not redeemable at the Issuer's option until May 15, 2014. From and after May 15, 2014 the Issuer may redeem the notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice by first class mail, postage prepaid, with a copy to the Trustee, to each Holder of notes to the address of such Holder appearing in the security register at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest thereon, if any, to, but not including, the applicable redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on May 15, 2014 of each of the years indicated below:

Year	Percentage
2014	104.875%
2015	102.438%
2016 and thereafter	100.000%

In addition, prior to May 15, 2013, the Issuer may, at its option, redeem up to 35% of the aggregate principal amount of notes issued under the Indenture at a redemption price equal to 109.750% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon, if any, to, but not including, the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date, with the net proceeds of one or more Equity Offerings of the Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the capital of the Issuer; *provided* that at least 65% of the sum of the aggregate principal amount of notes originally issued under the Indenture and any Additional Notes issued under the Indenture after the Issue Date (in each case excluding notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of each such redemption; *provided, further,* that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

At any time prior to May 15, 2014, the Issuer may also redeem all or a part of the notes, upon not less than 30 nor more than 60 days' prior notice mailed by first class mail to each Holder's registered address, with a copy to the Trustee, at a redemption price equal to 100% of the principal amount of notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but not including, the redemption date, subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant interest payment date.

The Trustee shall select the notes to be purchased in the manner described under "—Repurchase at the Option of Holders—Selection and Notice.

Notice of redemption upon any Equity Offering or in connection with a transaction (or series of related transactions) that constitute a Change of Control may, at the Issuer's option and discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an Equity Offering or Change of Control, as the case may be.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, the Issuer will make an offer to purchase all of the notes pursuant to the offer described below (the "Change of Control Offer") at a price in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Issuer will send notice of such Change of Control Offer by first class mail, with a copy to the Trustee, to each Holder of notes to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, with the following information:

(1) that a Change of Control Offer is being made pursuant to the covenant entitled "Change of Control," and that all notes properly tendered pursuant to such Change of Control Offer will be accepted for payment;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is mailed (the "Change of Control Payment Date");

(3) any note not properly tendered will remain outstanding and continue to accrue interest, if any;

(4) unless the Issuer defaults in the payment of the Change of Control Payment, all notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on, but not including, the Change of Control Payment Date;

(5) Holders electing to have any notes purchased pursuant to a Change of Control Offer will be required to surrender the notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the notes completed, to the paying agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) Holders will be entitled to withdraw their tendered notes and their election to require the Issuer to purchase such notes; *provided* that the paying agent receives, not later than the close of business on the last day of the offer period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder of the notes, the principal amount of notes tendered for purchase, and a statement that such Holder is withdrawing his tendered notes and his election to have such notes purchased;

(7) if such notice is mailed prior to the occurrence of a Change of Control, stating the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(8) that Holders whose notes are being purchased only in part will be issued new notes equal in principal amount to the unpurchased portion of the notes surrendered, which unpurchased portion must be equal to $2,000 or an integral multiple of $1,000 in excess thereof.

While the notes are in global form and the Issuer makes an offer to purchase all of the notes pursuant to the Change of Control Offer, a Holder may exercise its option to elect for the purchase of the notes through the facilities of DTC, subject to its rules and regulations.

We will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by us and purchases all notes validly tendered and not withdrawn under such Change of Control Offer or (2) notice of redemption has been given pursuant to the Indenture as described under the caption "—Optional Redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

On the Change of Control Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the aggregate Change of Control Payment in respect of all notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the notes so accepted together with an Officers' Certificate stating that such notes or portions thereof have been tendered to and purchased by the Issuer.

The paying agent will promptly deliver to each Holder of the notes the Change of Control Payment for each such Holder's notes, and the Trustee will promptly authenticate and deliver to each Holder a new note equal in principal amount to any unpurchased portion of notes surrendered by each such Holder, if any; *provided* that each such new note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The Credit Agreement will (subject to limited exceptions), and future agreements relating to senior Indebtedness to which the Issuer becomes a party may, provide that certain change of control events with respect to the Issuer would constitute a default thereunder. In the event a Change of Control occurs at a time when the Issuer is prohibited from purchasing the notes, the Issuer could seek the consent of its lenders to permit the purchase of the notes or could attempt to refinance the borrowings that contain such prohibition. If the Issuer does not obtain such consent or repay such borrowings, the Issuer will remain prohibited from purchasing the notes and such default could result in amounts outstanding under the Credit Agreement being declared due and payable. In such case, the Issuer's failure to purchase tendered notes would constitute an Event of Default under the Indenture.

The Change of Control purchase feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the initial purchasers of the notes and us. After the Issue Date, we have no present intention to engage in a transaction involving a Change of Control, although it is possible that we could decide to do so in the future. Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under "Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "Certain Covenants—Liens." Such restrictions in the Indenture can be waived only with the consent of the Holders of a majority in principal amount of the notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture will not contain any covenants or provisions that may afford Holders of the notes protection in a highly levered transaction.

The definition of "Change of Control" includes a disposition of all or substantially all of the assets of the Issuer to certain Persons. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of the Issuer. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of notes may require the Issuer to make an offer to repurchase the notes as described above.

The existence of a Holder's right to require the Issuer to repurchase such Holder's notes upon the occurrence of a Change of Control may deter a third party from seeking to acquire the Issuer in a transaction that would constitute a Change of Control.

The provisions under the Indenture relative to our obligation to make an offer to repurchase the notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the notes.

Asset Sales

The Indenture provides that the Issuer will not, and will not permit any Restricted Subsidiary to, cause, make or suffer to exist an Asset Sale, unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of; and

(2) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents.

Within 365 days after the Issuer's or a Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Issuer or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale:

(1) to repay any Indebtedness of the Issuer or a Guarantor that is secured by a Lien, which Lien is permitted under the Indenture;

(2) to repay any Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Issuer or another Restricted Subsidiary;

(3) to make (a) an investment in any one or more businesses; *provided* that such investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or a Restricted Subsidiary, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other assets that are not classified as current assets under GAAP (including assets that replace the businesses, properties and assets that are the subject of such Asset Sale), and in the case of each of clauses (a), (b) and (c), that are used or useful in a Similar Business; or

(4) to make one or more offers to the Holders of the notes (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase notes (and such Other Pari Passu Obligations) pursuant to and subject to the conditions contained in the following paragraph (each, an "Asset Sale Offer").

Any Net Proceeds from the Asset Sales that are not invested or applied as provided and within the time period set forth in the immediately preceding paragraph will be deemed to constitute "Excess Proceeds." In the case of clause (3) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment; *provided* that the Issuer, or such other Restricted Subsidiary, enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such binding commitment (an "Acceptable Commitment"); *provided, further,* that in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, then such Net Proceeds will be deemed to be Excess Proceeds. When the aggregate amount of Excess Proceeds exceeds $15.0 million, the Issuer shall make one or more Asset Sale Offers to the Holders of the notes (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase notes (and such Other Pari Passu Obligations), pursuant to and subject to the conditions and procedures contained in the Indenture, in a minimum denomination of $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. The Issuer will commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the date that Excess Proceeds exceeds $15.0 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. To the extent that the aggregate amount of notes and such Other Pari Passu Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of notes or the Other Pari Passu Obligations surrendered by such holders thereof exceeds the amount of Excess Proceeds, the notes and such Other Pari Passu Obligations will be purchased on a pro rata basis (with such adjustments as needed so that no notes in unauthorized denominations are purchased in part) based on the accreted value or principal amount of the notes or such Other Pari Passu Obligations tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

For purposes of this covenant, the following are deemed to be cash or Cash Equivalents:

(1) any liabilities (as shown on the Issuer's or such Restricted Subsidiary's most recent internally available balance sheet or in the notes thereto) of the Issuer or any Restricted Subsidiary constituting Other Pari Passu Obligations or indebtedness of a non-Guarantor that are assumed by the transferee (or a third party on behalf of such transferee) pursuant to a customary novation or other agreement that releases the Issuer and all Restricted Subsidiaries from further liability;

(2) any securities received by the Issuer, a Guarantor or such Restricted Subsidiary from such transferee that are converted by the Issuer, Guarantor or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the later of the closing of such Asset Sale and the receipt of such securities; and

(3) any Designated Noncash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause (3) that is at that time outstanding, not to exceed the greater of (x) $10.0 million and (y) 2.5% of Total Assets at the time of the receipt of such Designated Noncash Consideration, with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value.

Pending the final application of any Net Proceeds pursuant to this covenant, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by the Indenture.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

Selection and Notice

If less than all of the notes or such Other Pari Passu Obligations are to be redeemed at any time, selection of such notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such notes are listed, or, if such notes are not so listed, on a pro rata basis unless otherwise required by law or depositary requirements; *provided* that no notes of $2,000 or less shall be purchased or redeemed in part.

Notices of purchase or redemption shall be mailed by the Issuer by first class mail, postage prepaid, at least 30 but not more than 60 days before the purchase or redemption date to each Holder of notes to be purchased or redeemed at such Holder's registered address with a copy to the Trustee. If any note is to be purchased or redeemed in part only, any notice of purchase or redemption that relates to such note shall state the portion of the principal amount thereof that has been or is to be purchased or redeemed.

A new note in principal amount equal to the unpurchased or unredeemed portion of any note purchased or redeemed in part will be issued in the name of the Holder thereof upon cancellation of the original note. On and after the purchase or redemption date, unless the Issuer defaults in payment of the purchase or redemption price, interest shall cease to accrue on notes or portions thereof purchased or called for redemption.

Certain Covenants

Limitation on Restricted Payments

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on account of the Issuer's or any Restricted Subsidiary's Equity Interests, including any dividend or distribution payable in connection with any merger or consolidation other than:

(a) dividends or distributions by the Issuer payable in Equity Interests (other than Disqualified Stock) of the Issuer; or

(b) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(2) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Issuer or any direct or indirect parent of the Issuer, including in connection with any merger or consolidation;

(3) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, other than (x) the purchase, repurchase or other acquisition of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition and (y) Indebtedness of the Issuer to a Restricted Subsidiary or a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; or

(4) make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(b) immediately after giving effect to such transaction on a pro forma basis, the Issuer could incur $1.00 of additional indebtedness under the provisions of the first paragraph of the covenant described "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (1) and (7) of the next succeeding paragraph, but excluding all other Restricted Payments permitted by the next succeeding paragraph), is less than the sum of:

(1) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing immediately prior to the Issue Date to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit, plus

(2) 100% of the aggregate net cash proceeds and the Fair Market Value of marketable securities or other property received by the Issuer after the Issue Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or preferred stock pursuant to clause (13)(b) of the second paragraph of "Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock") from the issue or sale of:

(A) Equity Interests of the Issuer and, to the extent actually contributed to the Issuer, Equity Interests of any direct or indirect parent company, excluding cash proceeds and the Fair Market Value of marketable securities or other property received from the sale of Equity Interests to members of management, directors or consultants of the Issuer, any direct or indirect parent of the Issuer and the Issuer's Subsidiaries after the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph; or

(B) debt securities or Disqualified Stock of the Issuer or any Restricted Subsidiary that have been converted into or exchanged for such Equity Interests of the Issuer or its direct or indirect parents;

provided, however, that this clause (2) shall not include the proceeds from (a) Refunding Capital Stock (as defined below), (b) Equity Interests or converted or exchanged debt securities of the Issuer sold to a Restricted Subsidiary or the Issuer, as the case may be, (c) Disqualified Stock or debt securities that have been converted into or exchanged for Disqualified Stock, (d) Excluded Contributions or (e) Designated Preferred Stock, plus

(3) 100% of the aggregate amount of cash and the Fair Market Value of marketable securities or other property contributed to the capital of the Issuer following the Issue Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or preferred stock pursuant to clause (13)(b) of the second paragraph of "Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock") (other than by a Restricted Subsidiary and other than any proceeds from Excluded Contributions and Designated Preferred Stock), plus

(4) 100% of the aggregate amount received in cash and the Fair Market Value of marketable securities or other property received by the Issuer or a Restricted Subsidiary by means of:

(A) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer and its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer and its Restricted Subsidiaries (other than by the Issuer or a Restricted Subsidiary) and repayments of loans or advances, and any releases of guarantees, which constitute Restricted Investments by the Issuer and its Restricted Subsidiaries in each case after the Issue Date; or

(B) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary (other than to the extent such Investment constituted a Permitted Investment) or a dividend or distribution from an Unrestricted Subsidiary in each case after the Issue Date; plus

(5) if after the Issue Date an Unrestricted Subsidiary is designated as a Restricted Subsidiary, the Fair Market Value of the Investment in such Unrestricted Subsidiary as of the date of the designation of such Unrestricted Subsidiary as a Restricted Subsidiary, other than to the extent such Investment constituted a Permitted Investment.

The foregoing provisions will not prohibit:

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Indenture and the redemption of any Indebtedness that is subordinated in right of payment to the notes or the Note Guarantees within 60 days after the date on which notice of such redemption was given, if at said date of the giving of such notice, such redemption would have complied with the provisions of the Indenture;

(2) any Restricted Payment in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Issuer or a Restricted Subsidiary) of, Equity Interests of the Issuer or of a direct or indirect parent company of the Issuer contributed to the capital of the Issuer (in each case, other than any Disqualified Stock) ("Refunding Capital Stock");

(3) the defeasance, redemption, repurchase or other acquisition or retirement of Subordinated Indebtedness of the Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer or a Guarantor, as the case may be, which is incurred in compliance with "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" so long as:

(a) the principal amount (or accreted value) of such new Indebtedness does not exceed the principal amount, plus any accrued and unpaid interest of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired for value, plus the amount of any premium and any reasonable tender premiums, defeasance costs or other fees and expenses incurred in connection with the issuance of such new Indebtedness,

(b) such new Indebtedness is subordinated to the notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so redeemed, repurchased, acquired or retired,

(c) such new Indebtedness has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired, and

(d) such new Indebtedness has a Weighted Average Life to Maturity which is not less than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired;

(4) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of common Equity Interests of the Issuer or any of its direct or indirect parents held by any future, present or former employee, officer, director or consultant of the Issuer, any of its Subsidiaries or any of its direct or indirect parents (or any spouses, successors, executors, administrators, heirs or legatees of any of the foregoing) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement; *provided*, *however*, that the aggregate Restricted Payments made under this clause (4) in any calendar year may not exceed the sum of (x) $2.0 million and (y) the aggregate amount of Restricted Payments permitted (but not made) pursuant to this clause (4) in the immediately preceding calendar year; *provided, further,* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Issuer and, to the extent contributed to the Issuer, Equity Interests of any of the Issuer's direct or indirect parents, in each case to employees, directors, officers or consultants of the Issuer, any of its Subsidiaries or any of its direct or indirect parents that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Equity

Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph, plus

(b) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; less

(c) the amount of any Restricted Payments previously made pursuant to clauses (a) and (b) of this clause (4);

provided that the Issuer may elect to apply all or any portion of the aggregate increase contemplated by subclauses (a) and (b) above in any calendar year; *provided*, *further* that cancellation of Indebtedness owing to the Issuer or any of its Restricted Subsidiaries from employees, officers, directors or consultants of the Issuer, any of its Subsidiaries or its direct or indirect parent companies in connection with a repurchase of Equity Interests of the Issuer or any direct or indirect parent company will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provisions of the Indenture;

(5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Issuer or any other Restricted Subsidiary issued in accordance with the covenant described under "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" to the extent such dividends are included in the definition of Fixed Charges;

(6) repurchases of Equity Interests of the Issuer or any of its direct or indirect parents deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants and repurchases of Equity Interests or options to purchase Equity Interests deemed to occur in connection with the exercise of stock options to the extent necessary to pay applicable withholding taxes;

(7) the declaration and payment of dividends on the Issuer's common stock (or the payment of dividends to any direct or indirect parent entity to fund a payment of dividends on such entity's common stock), following the first public offering of the Issuer's common stock or the common stock of any of its direct or indirect parent companies after the Issue Date, of up to 6% per annum of the net cash proceeds received by or contributed to the Issuer from any such public offering, other than public offerings with respect to the Issuer's or such direct or indirect parent company's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution;

(8) Restricted Payments that are made with Excluded Contributions;

(9) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (9) not to exceed $5.0 million;

(10) the declaration and payment of dividends by the Issuer to, or the making of loans to, its direct or indirect parent in amounts required for either of their respective direct or indirect parents to pay:

(a) franchise taxes and other fees, taxes and expenses required to maintain their corporate existence;

(b) federal, foreign, state and local income taxes of a consolidated or combined tax group of which the direct or indirect parent is the common parent (within 30 days of receipt of such proceeds from the Issuer), to the extent such income taxes are solely attributable to the income of the Issuer and the Restricted Subsidiaries and not directly payable by the Issuer or the Restricted Subsidiaries; *provided*, that in each case the amount of such payments in any fiscal year does not exceed the amount that the Issuer and its Restricted

Subsidiaries would be required to pay in respect of federal, foreign, state and local income taxes for such fiscal year were the Issuer and its Restricted Subsidiaries required to pay such taxes separately from any parent entity; *provided*, *further*, that, to the extent such proceeds from the Issuer are not used to pay such taxes within such 30-day period, such unused proceeds shall be promptly returned to the Issuer;

(c) general corporate overhead expenses of any direct or indirect parent of the Issuer, to the extent such expenses are attributable to the ownership or operation of the Issuer and the Restricted Subsidiaries;

(d) fees, indemnities and expenses incurred in connection with the issuance and sale of the notes and the use of proceeds therefrom or amounts payable to the Sponsor or its Affiliates pursuant to the management agreement to the extent permitted pursuant to clause (3) of the covenant described under "—Transactions with Affiliates";

(e) indemnification obligations of any direct or indirect parent of the Issuer owing to directors, officers, employees or other Affiliates of the Issuer under its charter or by-laws or pursuant to written agreements with such Person, or obligations in respect of director and officer insurance (including any premiums therefor);

(f) customary salary, bonus, contributions to pension and 401(k) plans, deferred compensation and other benefits payable to directors, officers and employees of any direct of indirect parent of the Issuer to the extent such amounts are attributable to the ownership or operation of the Issuer and its Subsidiaries (other than pursuant to clause (4) above); and

(g) any amounts required for any direct or indirect parent of the Issuer to pay reasonable fees and expenses, other than to Affiliates of the Issuer, related to any equity or debt offering of such parent (whether or not successful);

(11) Restricted Payments by the Issuer or any Restricted Subsidiary to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of any such Person;

(12) the purchase by the Issuer of fractional shares arising out of stock dividends, splits or combinations or business combinations;

(13) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, that complies with the covenant described under "—Merger, Consolidation or Sale of All or Substantially All Assets";

(14) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness required pursuant to the provisions similar to those described under the captions "—Repurchase at the Option of Holders—Change of Control" and "—Repurchase at the Option of Holders—Asset Sales"; *provided* that there is a concurrent or prior Change of Control Offer or Asset Sale Offer, as applicable, and all notes tendered by holders of the notes in connection with such Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(15) at any time prior to the date that is the second annual anniversary of the Issue Date, the declaration and payment of a dividend to the direct parent of the Issuer out of the net cash proceeds of the substantially concurrent sale (other than to the Issuer or a Restricted Subsidiary) of unsecured debt securities of the Issuer after the date of the Indenture; *provided*, *however* that (i) at the time of such incurrence of such unsecured debt securities and after giving pro forma effect thereto, the Consolidated Annualized Leverage Ratio for the Issuer's

most recently ended two fiscal quarters for which internal financial statements are available immediately preceding the date on which such debt is incurred would have been no greater than 2.75 to 1.0 and (ii) the aggregate amount of Restricted Payments made pursuant to this clause (16) may not exceed $150.0 million;

provided, *however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (9), (14) and (16), no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

As of the time of issuance of the notes, all of the Issuer's Subsidiaries were Restricted Subsidiaries. The Issuer will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Issuer and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of "Investment." Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time, whether pursuant to the first paragraph of this covenant or under clause (8) or (9) of the second paragraph of this covenant, or pursuant to the definition of "Permitted Investments," and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries are not subject to any of the restrictive covenants set forth in the Indenture.

Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, "incur" and collectively, an "incurrence") with respect to any Indebtedness (including Acquired Indebtedness) and the Issuer will not issue any shares of Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Disqualified Stock or preferred stock; *provided*, *however*, that the Issuer may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Guarantor may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock or issue shares of preferred stock, if the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1.0, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or preferred stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period.

The foregoing limitations will not apply to:

(1) the incurrence of Indebtedness of the Issuer or any of its Restricted Subsidiaries under Credit Facilities in an aggregate amount at any time outstanding not to exceed $42.5 million;

(2) the incurrence by the Issuer and any Guarantor of Indebtedness represented by the notes (including any Guarantee) (other than any Additional Notes);

(3) Existing Indebtedness (other than Indebtedness described in clauses (1) and (2));

(4) Indebtedness (including Capitalized Lease Obligations) incurred, or Disqualified Stock and preferred stock issued, by the Issuer or any of its Restricted Subsidiaries to finance the purchase, lease or improvement of property (real or personal) or equipment that is used or useful in a Similar Business, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, in an aggregate principal amount which, when aggregated with the principal amount of all other Indebtedness, Disqualified Stock and

preferred stock then outstanding and incurred pursuant to this clause (4) and including all Refinancing Indebtedness incurred to refund, refinance or replace any other Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (4), does not exceed the greater of (x) $15.0 million and (y) 2.75% of Total Assets as of the date of such incurrence;

(5) Indebtedness incurred by the Issuer or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit and bank guarantees issued in the ordinary course of business, including without limitation letters of credit in respect of workers' compensation claims, health, disability or other benefits to employees or former employees or their families or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims; *provided*, *however*, that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(6) Indebtedness arising from agreements of the Issuer or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition; *provided*, *however*, that the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value) actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(7) Indebtedness of the Issuer to a Restricted Subsidiary; *provided* that, other than in the case of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Issuer and its Restricted Subsidiaries to finance working capital needs of the Restricted Subsidiaries, any such Indebtedness owing to a non-Guarantor is expressly subordinated in right of payment to the notes; *provided, further,* that any subsequent issuance or transfer of any Equity Interests or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (7);

(8) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided* that, other than in the case of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Issuer and its Restricted Subsidiaries to finance working capital needs of the Restricted Subsidiaries, if a Guarantor owes such Indebtedness to a Restricted Subsidiary that is not the Issuer or a Guarantor such Indebtedness is expressly subordinated in right of payment to the Guarantee of such Guarantor; *provided, further,* that, in the case of Indebtedness to another Restricted Subsidiary, any subsequent issuance or transfer of any Equity Interests or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary, or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (8);

(9) shares of preferred stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other

event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of preferred stock (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of such shares of preferred stock not permitted by this clause (9);

(10) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) incurred in the ordinary course of business;

(11) Indebtedness and other obligations in respect of performance, bid, appeal and surety bonds and completion guarantees and other obligations of a like nature provided by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business, including, but not limited to, Indebtedness with respect to a guarantee, surety bond or other Contingent Obligation, in form and substance sufficient to satisfy the requirements set forth at 10 CFR 30.35 or comparable state regulations, as applicable, the face amount of which shall be adjusted from time to time in accordance with applicable regulations to reflect adjustments to the decommissioning funding plan for any of the facilities of the Issuer or any of its Restricted Subsidiaries;

(12) Indebtedness of any Guarantor in respect of such Guarantor's Guarantee;

(13) Indebtedness, Disqualified Stock and preferred stock of the Issuer or any of the Guarantors not otherwise permitted hereunder in an aggregate principal amount or liquidation preference which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and preferred stock then outstanding and incurred pursuant to this clause (13), including all Refinancing Indebtedness incurred to refund, refinance or replace any other Indebtedness, Disqualified Stock or preferred stock incurred pursuant to this clause (13), does not at any one time outstanding exceed the sum of (a) $15.0 million and (b) up to 100.0% of the net cash proceeds received by the Issuer since after the Issue Date from the issue or sale of Equity Interests of the Issuer or cash contributed to the capital of the Issuer (in each case, other than proceeds of Disqualified Stock or sale of Equity Interests to the Issuer or any of its Subsidiaries) to the extent that such net proceeds or cash have not been applied pursuant to clause (4) of the first paragraph of the covenant described under "—Limitation on Restricted Payments" or to make other Investments, payments or exchanges pursuant to the second paragraph of the covenant "Limitation on Restricted Payments" or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof);

(14) (a) any guarantee by the Issuer or a Guarantor of Indebtedness or other obligations of any of its Restricted Subsidiaries so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is permitted under the terms of the Indenture, or

(b) any guarantee by a Restricted Subsidiary of Indebtedness of the Issuer or another Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by the Issuer or such other Restricted Subsidiary is permitted under the terms of the Indenture;

provided, in each case, that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee shall be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(15) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness, Disqualified Stock or preferred stock which serves to refund or refinance any Indebtedness, Disqualified Stock or preferred stock incurred under the first paragraph of this covenant, clauses (2), (3) and (13) above and this clause (15) and clauses (19) and (21) below, including additional Indebtedness, Disqualified Stock or preferred stock incurred to pay premiums (including tender premiums), defeasance costs and fees in connection therewith (the "Refinancing Indebtedness") prior to its respective maturity; *provided*, *however*, that:

(a) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or preferred stock being refunded or refinanced;

(b) to the extent such Refinancing Indebtedness refinances (i) Indebtedness subordinated or *pari passu* in right of payment to the notes or any Guarantee of the notes, such Refinancing Indebtedness is subordinated or *pari passu* in right of payment to the notes or such Guarantee at least to the same extent as the Indebtedness being refinanced or refunded or (ii) Disqualified Stock or preferred stock, such Refinancing Indebtedness must be Disqualified Stock or preferred stock, respectively; and

(c) such Refinancing Indebtedness shall not include

(x) Indebtedness, Disqualified Stock or preferred stock of a non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of the Issuer;

(y) Indebtedness, Disqualified Stock or preferred stock of a non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of a Guarantor; or

(z) Indebtedness, Disqualified Stock or preferred stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of an Unrestricted Subsidiary;

provided, *further* that subclause (a) of this clause (15) will not apply to any refunding or refinancing of Indebtedness under a Credit Facility that is secured by a Lien that is permitted to be incurred under the Indenture;

(16) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five Business Days of its incurrence;

(17) Indebtedness of the Issuer or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to a Credit Facility, in a principal amount not in excess of the stated amount of such letter of credit;

(18) Indebtedness of the Issuer or any of its Restricted Subsidiaries (i) incurred in connection with the financing of insurance premiums or (ii) in the form of take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(19) Indebtedness of Foreign Subsidiaries in an aggregate principal amount at any time outstanding, pursuant to this clause (19), including all Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (19), not to exceed the greater of (a) $15.0 million and (b) 10.0% of Total Assets of Foreign Subsidiaries as of the date of such incurrence;

(20) Indebtedness owed on a short-term basis of no longer than 30 days to banks and other financial institutions incurred in the ordinary course of business of the Issuer and the

Restricted Subsidiaries with such banks or financial institutions that arises in connection with ordinary cash management activities of the Issuer and the Restricted Subsidiaries;

(21) Indebtedness, Disqualified Stock or preferred stock of (x) the Issuer or a Guarantor incurred to finance an acquisition or assumed by the Issuer or any Guarantor in connection with any acquisition or (y) Persons that are acquired by the Issuer or any Guarantor or merged into the Issuer or a Guarantor in accordance with the terms of the Indenture; *provided*, that after giving effect to such acquisition or merger, either:

(a) the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of this covenant; or

(b) the Fixed Charge Coverage Ratio is greater than immediately prior to such acquisition or merger; and

(22) cash management obligations and Indebtedness in respect of netting services, employee credit card programs and similar arrangements in connection with cash management and deposit accounts.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness, Disqualified Stock or preferred stock meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or preferred stock described in clauses (1) through (22) above or is entitled to be incurred pursuant to the first paragraph of this covenant, the Issuer, in its sole discretion, may classify or reclassify such item of Indebtedness in any manner that complies with this covenant and the Issuer may divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in the first and second paragraphs above. Notwithstanding the foregoing, Indebtedness under the Credit Agreement outstanding on the Issue Date will initially be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the second paragraph of this covenant. Accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness, Disqualified Stock or preferred stock will not be deemed to be an incurrence of Indebtedness, Disqualified Stock or preferred stock for purposes of this covenant; *provided*, in each such case (other than with respect to the notes), that the amount of such accrual, accretion or payment is included in Fixed Charges of the Issuer as accrued.

For purposes of determining compliance with any U.S. Dollar-denominated restriction on the incurrence of Indebtedness, the U.S. Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. Dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

The Indenture provides that the Issuer will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such

Indebtedness is expressly subordinated in right of payment to the notes or such Guarantor's guarantee to the same extent as such Indebtedness is subordinated in right of payment to other Indebtedness of the Issuer or such Guarantor as the case may be.

The Indenture does not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured or (2) Indebtedness as subordinated or junior to any other Indebtedness merely because it has a junior priority with respect to the same collateral.

Liens

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien that secures obligations under any Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens, unless the notes and related Guarantees, as applicable, are equally and ratably secured with the obligations so secured and, if such Lien secures subordinated Indebtedness, the notes are secured by a Lien on the same assets which is senior to such Lien securing such subordinated Indebtedness to the same extent as the notes are senior to such subordinated Indebtedness, in each case, until such time as such obligations are no longer secured by a Lien.

Merger, Consolidation or Sale of All or Substantially All Assets

The Issuer may not consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(1) the Issuer is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Person, as the case may be, being herein called the "Successor Company");

(2) the Successor Company, if other than the Issuer, expressly assumes all the obligations of the Issuer under the Indenture and the notes pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) immediately after giving pro forma effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period,

(A) the Successor Company would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first sentence of the covenant described under "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" or

(B) the Fixed Charge Coverage Ratio for the Successor Company and the Restricted Subsidiaries would be equal to or greater than such ratio for the Issuer and the Restricted Subsidiaries immediately prior to such transaction;

(5) if the Successor Company is not the Issuer, each Guarantor, unless it is the other party to the transactions described above, in which case clause (2) of the second succeeding paragraph shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under the Indenture and the notes; and

(6) the Issuer shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture.

The Successor Company will succeed to, and be substituted for the Issuer under the Indenture and the notes. Notwithstanding the foregoing clauses (3) and (4),

(1) the Issuer or any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Issuer or a Guarantor; and

(2) the Issuer may merge with an Affiliate incorporated solely for the purpose of reincorporating the Issuer in another State of the United States so long as the amount of Indebtedness of the Issuer and the Restricted Subsidiaries is not increased thereby.

Subject to certain limitations described in the Indenture governing release of a Guarantee upon the sale, disposition or transfer of a Guarantor, each Guarantor will not, and the Issuer will not permit any Guarantor to, consolidate or merge with or into or wind up into (whether or not such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless:

(1) such Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the "Successor Person");

(2) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under the Indenture and such Guarantor's Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with the Indenture; and

(5) the transaction is made in compliance with the covenant described under "—Repurchase at the Option of Holders—Asset Sales."

Subject to certain limitations described in the Indenture, the Successor Person will succeed to, and be substituted for, such Guarantor under the Indenture and such Guarantor's Guarantee. Notwithstanding the foregoing, any Guarantor may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.

Transactions with Affiliates

The Issuer will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an "Affiliate Transaction") involving aggregate payments or consideration in excess of $1.0 million, unless:

(a) such Affiliate Transaction is on terms that are not materially less favorable to the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(b) the Issuer delivers to the Trustee

(1) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $10.0 million, a resolution adopted by the majority of the disinterested members of the Board of Directors approving such Affiliate Transaction and set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $20.0 million, an opinion as to the fairness to the Issuer or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an Independent Financial Advisor.

The foregoing provisions will not apply to the following:

(1) transactions between or among the Issuer and/or any of the Restricted Subsidiaries;

(2) Restricted Payments permitted by the provisions of the Indenture described above under the covenant "—Limitation on Restricted Payments" and Permitted Investments;

(3) the payment of management, consulting, monitoring and advisory fees and related expenses to Sponsor and its Affiliates pursuant to the management agreement, as in effect on the Issue Date and the termination fees pursuant to the management agreement, or any amendment thereto so long as any such amendment is not materially adverse in the good faith judgment of the Issuer to the Holders, when taken as a whole;

(4) the payment of reasonable and customary fees paid to, and indemnities (including the advancement of legal expenses) provided on behalf of, officers, directors, employees or consultants of the Issuer, any of its direct or indirect parents or any Restricted Subsidiary;

(5) payments or loans (or cancellation of loans) to employees or consultants of the Issuer, any of its direct or indirect parents or any Restricted Subsidiary which are made in the ordinary course of business and approved by a majority of the Board of Directors of the Issuer in good faith;

(6) any agreement (other than the management agreement) as in effect as of the Issue Date, or any amendment thereto (so long as any such amendment, taken as a whole, is not materially less favorable to the Issuer and its Restricted Subsidiaries than the agreement in effect on the date of the Indenture (as determined by the Board of Directors of the Issuer in good faith));

(7) the existence of, or the performance by the Issuer or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Issuer or any Restricted Subsidiary of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (7) to the extent that the terms of any such amendment or new agreement, taken as a whole, is not materially less favorable to the Issuer and its Restricted Subsidiaries than the agreement in effect on the date of the Indenture (as determined by the Board of Directors of the Issuer in good faith);

(8) transactions with customers, clients, suppliers, purchasers or sellers of goods or services that are Affiliates, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture which are fair to the Issuer and the Restricted Subsidiaries, in the reasonable determination of the Board of Directors of the Issuer or the senior management thereof, or are on terms at least as favorable as would reasonably have been

obtained at such time from an unaffiliated party (as determined by the Board of Directors of the Issuer in good faith);

(9) the issuance of Equity Interests (other than Disqualified Stock) of the Issuer to any Affiliate of the Issuer;

(10) transactions or payments pursuant to any employee, officer or director compensation or benefit plans, employment agreements, severance agreement, indemnification agreements or any similar arrangements entered into in the ordinary course of business or approved in good faith by the Board of Directors of the Issuer;

(11) transactions in the ordinary course of business with (i) Unrestricted Subsidiaries or (ii) joint ventures in which the Issuer or a Subsidiary of the Issuer holds or acquires an ownership interest (whether by way of Capital Stock or otherwise) so long as the terms of any such transactions are no less favorable to the Issuer or Subsidiary participating in such joint ventures than they are to other joint venture partners;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (a) of the preceding paragraph;

(13) investments by the Sponsor or any of its Related Parties in securities of the Issuer or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such investors in connection therewith) so long as the investment is being offered generally to other investors on the same or more favorable terms;

(14) any tax sharing agreement or arrangement and payments pursuant thereto among the Issuer, its direct or indirect parents and its Subsidiaries and any other Person with which the Issuer or its Subsidiaries is required or permitted to file a consolidated, combined or unitary tax return or with which the Issuer or any of its Restricted Subsidiaries is or could be part of a consolidated, combined or unitary group for tax purposes; *provided* that in each case the amount of such payments in any fiscal year does not exceed the amount that the Issuer, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent of amounts received from Unrestricted Subsidiaries) would be required to pay in respect of foreign, federal, state and local taxes for such fiscal year were the Issuer and its Restricted Subsidiaries (to the extent described above) to pay such taxes separately from any such parent entity;

(15) licenses of, or other grants of rights to use, intellectual property granted by the Issuer or any Restricted Subsidiary in the ordinary course of business; and

(16) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) (1) pay dividends or make any other distributions to the Issuer or any Restricted Subsidiary on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or

(2) pay any Indebtedness owed to the Issuer or any Restricted Subsidiary;

(b) make loans or advances to the Issuer or any Restricted Subsidiary; or

(c) sell, lease or transfer any of its properties or assets to the Issuer or any Restricted Subsidiary,

except (in each case) for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions in effect on the Issue Date, including, without limitation, pursuant to the Credit Agreement and its related documentation;

(2) the Indenture and the notes;

(3) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property so acquired;

(4) applicable law or any applicable rule, regulation or order;

(5) any agreement or other instrument of a Person acquired by the Issuer or any Restricted Subsidiary in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(6) contracts for the sale of assets, including, without limitation, customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary that impose restrictions on the assets to be sold;

(7) secured Indebtedness otherwise permitted to be incurred pursuant to the covenants described under "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" and "—Liens" that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(8) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) customary provisions in joint venture agreements and other similar agreements relating solely to such joint venture;

(10) customary provisions contained in leases, licenses or similar agreements, including with respect to intellectual property and other agreements, entered into in the ordinary course of business;

(11) any such encumbrance or restriction pursuant to an agreement governing Indebtedness incurred pursuant to clause (1) of the second paragraph of the covenant described under "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock," which encumbrances or restrictions are, in the good faith judgment of the Issuer's Board of Directors, no more restrictive, taken as a whole, than any such encumbrances or restrictions pursuant to the Credit Agreement on the Issue Date;

(12) other Indebtedness, Disqualified Stock or preferred stock of Foreign Subsidiaries permitted to be incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" that impose restrictions solely on the Foreign Subsidiaries party thereto; and

(13) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (12) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer's Board of Directors, no more restrictive, taken as a whole, with respect to such encumbrance and other restrictions than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Additional Note Guarantees

If the Issuer or any of its Restricted Subsidiaries acquires or creates another Wholly-Owned Domestic Subsidiary after the date of the Indenture, then that newly acquired or created Wholly-Owned Domestic Subsidiary will become a Guarantor and execute a supplemental indenture within 30 days of the date on which it was acquired or created.

The Issuer will not permit any of its Restricted Subsidiaries, directly or indirectly, to guarantee or pledge any assets to secure the payment of any other Indebtedness of the Issuer or any other Guarantor unless such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture providing for the Guarantee of the payment of the notes by such Restricted Subsidiary; *provided*, that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the notes, then the guarantee of such other Indebtedness must be subordinated or *pari passu*, as applicable to the same extent as the Indebtedness guaranteed.

Business Activities

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Similar Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries taken as a whole.

Reports and Other Information

Whether or not required by the rules and regulations of the Commission, so long as any notes are outstanding, the Issuer will furnish to the Holders or cause the Trustee to furnish to the Holders (or file with the Commission for public availability), within the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if the Issuer were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Issuer' certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if the Issuer were required to file such reports.

Notwithstanding the foregoing, prior to the effectiveness of the exchange offer registration statement or a shelf registration statement contemplated by the registration rights agreement, (i) such requirements, with regard to the applicable periods, shall be deemed satisfied by the filing with the Commission of an exchange offer registration statement or a shelf registration statement, and any amendments thereto, with such financial and other information that satisfies Regulation S-X of the Securities Act, subject to exceptions consistent with the presentation of financial information in this prospectus, and the information requirements of this covenant within the time periods and in

accordance with the other provisions of the registration rights agreement, and (ii) such requirements with respect to quarterly and annual reports, with regard to the applicable periods, shall be deemed satisfied by furnishing to the Holders within 15 days of the date the Issuer would have been required to file annual and interim reports with the Commission, the financial information (including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" section) that would be required to be included in such reports (and with respect to the annual information only, a report thereon by the Issuer's certified independent accountants), subject to exceptions consistent with the presentation of financial information in this prospectus and excluding, for the avoidance of doubt, any certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act.

Except as provided in the immediately preceding paragraph, all such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, following the consummation of the exchange offer contemplated by the registration rights agreement, the Issuer will file a copy of each of the reports referred to in clauses (1) and (2) above with the Commission for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the Commission will not accept such a filing) and will post the reports on its website within those time periods. The Issuer will at all times comply with TIA §314(a).

If, at any time after consummation of the exchange offer contemplated by the registration rights agreement, the Issuer is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, the Issuer will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the Commission within the time periods specified above unless the Commission will not accept such a filing. The Issuer will not take any action for the purpose of causing the Commission not to accept any such filings. If, notwithstanding the foregoing, the Commission will not accept the Issuer's filings for any reason, the Issuer will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if the Issuer were required to file those reports with the Commission.

If the Issuer has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraphs will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer. Notwithstanding the foregoing, (a) so long as Parent, or any direct or indirect parent holding company of the Issuer, is a Guarantor of the notes, the reports, information and other documents required to be filed and provided as described hereunder may, at the Issuer's option, be filed by and be those of Parent or such other direct or indirect parent holding company of the Issuer rather than the Issuer and (b) in the event that Parent or such other direct or indirect parent holding company of the Issuer conducts any business or holds any significant assets other than the capital stock of the Issuer at the time of filing and providing any such report, information or other document containing financial statements of Parent or such other direct or indirect parent holding company of the Issuer, Parent or such other direct or indirect parent holding company of the Issuer shall include in such report, information or other document summarized financial information (as defined in Rule 1-02(bb) of Regulation S-X promulgated by the Commission) with respect to the Issuer.

In addition, the Issuer and the Guarantors agree that, for so long as any notes remain outstanding, if at any time they are not required to file with the Commission the reports required by the preceding paragraphs, they will furnish to the Holders of notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

The following events constitute "Events of Default" under the Indenture:

(1) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the notes issued under the Indenture;

(2) default for 30 days or more in the payment when due of interest on or with respect to the notes issued under the Indenture;

(3) failure by the Issuer or any Guarantor for 60 days after receipt of written notice given by the Trustee or the Holders of at least 25% in principal amount of the notes then outstanding and issued under the Indenture to comply with any of its other agreements in the Indenture or the notes;

(4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Issuer or any Restricted Subsidiary or the payment of which is guaranteed by the Issuer or any Restricted Subsidiary, other than Indebtedness owed to the Issuer or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the notes, if both:

(a) such default either:

(i) results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods); or

(ii) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(b) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of which has been so accelerated, aggregates $10.0 million or more at any one time outstanding;

(5) failure by the Issuer or any Significant Subsidiary to pay final judgments aggregating in excess of $10.0 million, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(6) certain events of bankruptcy or insolvency with respect to the Issuer or any Significant Subsidiary; or

(7) the Guarantee of any Significant Subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary, as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of the related Indenture or the release of any such Guarantee in accordance with the Indenture.

If any Event of Default (other than of a type specified in clause (6) above) occurs and is continuing under the Indenture, the Trustee or the Holders of at least 25% in principal amount of the then outstanding notes issued under the Indenture may declare the principal, premium, if any, and interest and any other monetary obligations on all the then outstanding notes issued under the Indenture to be due and payable immediately.

Upon the effectiveness of such declaration, such principal and interest will be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising under clause (6) of the first paragraph of this section, all outstanding notes will become due and payable without further action or notice. Holders may not enforce the Indenture or the notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding notes issued under the Indenture may direct the Trustee in its exercise of any trust or power. The Indenture provides that the Trustee may withhold from Holders notice of any continuing Default or Event of Default, except a Default or Event of Default relating to the payment of principal, premium, if any, or interest if it determines that withholding notice is in their interest. In addition, the Trustee shall have no obligation to accelerate the notes if the Trustee reasonably determines that acceleration is not in the best interest of the Holders of such notes.

The Indenture provides that the Holders of a majority in aggregate principal amount of the then outstanding notes issued thereunder by notice to the Trustee may on behalf of the Holders of all of such notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, premium, if any, or the principal of any such note held by a non-consenting Holder. In the event of any Event of Default specified in clause (4) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of the acceleration of the notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged;

(y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(z) the default that is the basis for such Event of Default has been cured.

The Indenture provides that the Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required, within five Business Days, upon becoming aware of any Default or Event of Default or any default under any document, instrument or agreement representing Indebtedness of the Issuer or any Guarantor, to deliver to the Trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor or any of their parent companies shall have any liability for any obligations of the Issuer or the Guarantors under the notes, the Guarantees or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

Legal Defeasance and Covenant Defeasance

The obligations of the Issuer and the Guarantors under the Indenture will terminate (other than certain obligations) and will be released upon payment in full of all of the notes issued under the Indenture. The Issuer may, at its option and at any time, elect to have all of its obligations discharged with respect to the notes issued under the Indenture and have each Guarantor's obligation discharged

with respect to its Guarantee ("Legal Defeasance") and cure all then existing Events of Default except for:

(1) the rights of Holders of notes issued under the Indenture to receive payments in respect of the principal of, premium, if any, and interest on such notes when such payments are due solely out of the trust created pursuant to the Indenture,

(2) the Issuer's obligations with respect to notes issued under the Indenture concerning issuing temporary notes, registration of such notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust,

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Issuer's obligations in connection therewith, and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Issuer may, at its option and at any time, elect to have its obligations and those of each Guarantor released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including bankruptcy, receivership, rehabilitation and insolvency events pertaining to the Issuer) described under "Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to the notes issued under the Indenture:

(1) the Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. Dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest due on the notes issued under the Indenture on the stated maturity date or on the redemption date, as the case may be, of such principal, premium, if any, or interest on the notes;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States (such counsel to be reasonably acceptable to the Trustee) confirming that, subject to customary assumptions and exclusions,

(a) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling or

(b) since the issuance of the notes, there has been a change in the applicable U.S. federal income tax law,

in either case to the effect that, and based thereon such opinion of counsel in the United States shall confirm that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an opinion of counsel in the United States (such counsel to be reasonably acceptable to the Trustee) confirming that, subject to customary assumptions and exclusions, the Holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in

the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit or the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Credit Agreement or any other material agreement or instrument (other than the Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith);

(6) the Issuer shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or any Guarantor or others; and

(7) the Issuer shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel in the United States (which opinion of counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect as to all notes issued thereunder, when either:

(a) all such notes theretofore authenticated and delivered, except lost stolen or destroyed notes which have been replaced or paid and notes for whose payment money has theretofore been deposited in trust, have been delivered to the Trustee for cancellation; or

(b) (1) all such notes not theretofore delivered to such Trustee for cancellation have become due and payable by reason of the making of a notice of redemption or otherwise or will become due and payable within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer and the Issuer or any Guarantor has irrevocably deposited or caused to be deposited with such Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. Dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on such notes not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit or the granting of Liens in connection therewith) with respect to the Indenture or the notes issued thereunder shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than an instrument to be terminated contemporaneously with or prior to the borrowing of funds to be applied to make such deposit and the granting of Liens in connection therewith);

(3) the Issuer has paid or caused to be paid all sums payable by it under the Indenture; and

(4) the Issuer has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of such notes at maturity or the redemption date, as the case may be.

In addition, the Issuer must deliver an Officers' Certificate and an opinion of counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Paying Agent and Registrar for the Notes

The initial paying agent for the notes is the Trustee. The initial registrar is the Trustee. The registrar maintains a register reflecting ownership of the notes outstanding from time to time and will make payments on and facilitate transfer of notes on behalf of the Issuer.

The Issuer may change the paying agents or the registrars without prior notice to the Holders. The Issuer or any Restricted Subsidiary may act as a paying agent or registrar.

Transfer and Exchange

A Holder may transfer or exchange notes in accordance with the Indenture. The registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer is not required to transfer or exchange any note selected for redemption. Also, the Issuer is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

The registered Holder of a note will be treated as the owner of the note for all purposes.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, any related Guarantee and the notes issued thereunder may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the notes then outstanding and issued under the Indenture, including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes, and any existing Default or Event of Default or compliance with any provision of the Indenture or the notes issued thereunder may be waived with the consent of the Holders of a majority in principal amount of the then outstanding notes issued under the Indenture, other than notes beneficially owned by the Issuer or its Affiliates (including consents obtained in connection with a purchase of or tender offer or exchange offer for notes).

The Indenture provides that, without the consent of each Holder affected, an amendment or waiver may not, with respect to any notes issued under the Indenture and held by a non-consenting Holder:

(1) reduce the principal amount of notes whose Holders must consent to an amendment, supplement or waiver,

(2) reduce the principal of or change the fixed maturity of any such note or alter or waive the provisions with respect to the redemption of the notes (other than provisions relating to the covenants described above under the caption "—Certain Covenants—Repurchase at the Option of Holders"),

(3) reduce the rate of or change the time for payment of interest on any note,

(4) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the notes issued under the Indenture, except a rescission of acceleration of the notes by the Holders of at least a majority in aggregate principal amount of the notes and a

waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in the Indenture or any guarantee which cannot be amended or modified without the consent of all Holders,

(5) make any note payable in money other than that stated in the notes,

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or premium, if any, or interest on the notes,

(7) make any change in these amendment and waiver provisions,

(8) impair the right of any Holder to receive payment of principal of, or interest on such Holder's notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's notes,

(9) except as expressly permitted by the Indenture, modify the Guarantees of any Significant Subsidiary in any manner adverse to the Holders of the notes, or

(10) make any change to or modify the ranking of the notes that would adversely affect the Holders.

Notwithstanding the foregoing, without the consent of any Holder, the Issuer, any Guarantor (with respect to a Guarantee or the Indenture to which it is a party) and the Trustee may amend or supplement the Indenture, any Guarantee, or the notes:

(1) to cure any ambiguity, omission, mistake, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to comply with the covenant relating to mergers, consolidations and sales of assets;

(4) to provide for the assumption of the Issuer's or any Guarantor's obligations to the Holders;

(5) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the rights under the Indenture of any such Holder;

(6) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer;

(7) to comply with requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(8) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof;

(9) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

(10) to add or release a Guarantor under the Indenture in accordance with the terms of the Indenture;

(11) to conform the text of the Indenture, Guarantees or the notes to any provision of this "Description of the Exchange Notes" to the extent that such provision in this "Description of the Exchange Notes" was intended (as evidenced by an officers' certificate of the Issuer delivered to the Trustee) to be a verbatim recitation of a provision of the Indenture, the Guarantees, or the notes;

(12) to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture as of the date of the Indenture;

(13) to make any changes with respect to the rights or obligations of the Trustee or other provisions relating to the Trustee that do not adversely affect the rights of any Holder in any material respect; or

(14) to make any amendment to the provisions of the Indenture relating to the transfer and legending of notes as permitted by the Indenture, including, without limitation to facilitate the issuance and administration of the notes; provided, however, that (i) compliance with the Indenture as so amended would not result in the notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of the Holders to transfer the notes.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

Notices

Notices given by publication will be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing.

Concerning the Trustee

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

The Indenture provides that the Holders of a majority in principal amount of the outstanding notes issued thereunder will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default shall occur (which shall not be cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of the notes, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

Governing Law

The Indenture, the notes and the Guarantees are governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided. For purposes of the Indenture, unless otherwise specifically indicated, the term "consolidated" with respect to any Person refers to such Person consolidated with its Restricted Subsidiaries, and excludes from such consolidation any Unrestricted Subsidiary as if such Unrestricted Subsidiary were not an Affiliate of such Person.

"Acquired Indebtedness" means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"Annualized EBITDA" means, with respect to any Person, the product of (x) the EBITDA of such Person from the most recently ended two fiscal quarters for which internal financial statements are available, times (y) two.

"Applicable Premium" means, with respect to any note on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of the note on such Redemption Date; or

(2) the excess (if any) of:

(a) the present value at such Redemption Date of (i) the redemption price of the note at May 15, 2014 (such redemption price being set forth in the table appearing above under the caption "—Optional Redemption") *plus* (ii) all required interest payments due on the note through May 15, 2014 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(b) the principal amount of the note on such Redemption Date, if greater.

"Asset Sale" means

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a sale and leaseback) of the Issuer or any Restricted Subsidiary (each referred to in this definition as a "disposition"), or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than preferred stock of Restricted Subsidiaries issued in compliance with the covenant described under "—Certain Covenants —Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock"), in each case, other than:

(a) a disposition of Cash Equivalents, Investment Grade Securities or obsolete, damaged or worn out equipment or other assets (including leaseholds) in the ordinary course of business or a disposition of inventory or goods held for sale in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Issuer in a manner permitted pursuant to the provisions described above under "—Certain Covenants—Merger, Consolidation or Sale of All or Substantially All Assets" or any disposition that constitutes a Change of Control pursuant to the Indenture;

(c) the making of any Restricted Payment or Permitted Investment that is permitted to be made under, and is made in accordance with, the covenant described above under "—Certain Covenants—Limitation on Restricted Payments;"

(d) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate Fair Market Value of less than $5.0 million;

(e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(f) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(g) the lease, assignment, sub-lease or license of any real or personal property in the ordinary course of business;

(h) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(i) foreclosures, condemnation or any similar action on assets;

(j) the surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claim of any kind, in each case, in the ordinary course of business;

(k) the creation of a Lien in accordance with the Indenture;

(l) any financing transaction with respect to property built or acquired by the Issuer or any Restricted Subsidiary after the Issue Date, including, without limitation, sale leasebacks and asset securitizations permitted by the Indenture;

(m) dispositions of Investments or receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(n) the sale of Permitted Investments (other than sales of Equity Interests of any of the Issuer's Restricted Subsidiaries) made by the Issuer or any Restricted Subsidiary after the Issue Date, if such Permitted Investments were (a) received in exchange for, or purchased out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of, Equity Interests of the Issuer (other than Disqualified Stock) or (b) received in the form of, or were purchased from the proceeds of, a substantially concurrent contribution of common equity capital to the Issuer;

(o) the sale or discount of inventory, accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable;

(p) the abandonment of intellectual property rights in the ordinary course of business, which in the good faith determination of the Issuer are not material to the conduct of the business of the Issuer and its Restricted Subsidiaries taken as a whole; and

(q) the licensing or sub-licensing of intellectual property or other general intangibles in the ordinary course of business.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a legal holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a legal holiday, and no interest shall accrue on such payment for the intervening period.

"Capital Stock" means

(1) in the case of a corporation, corporate stock,

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock,

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"Cash Equivalents" means

(1) United States dollars,

(2) pounds sterling,

(3) (a) euro, or any national currency of any participating member state in the European Union,

(b) Canadian dollars,

(c) Japanese Yen, or

(d) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by them from time to time in the ordinary course of business,

(4) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof, the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government, with maturities of 12 months or less from the date of acquisition,

(5) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $250.0 million,

(6) repurchase obligations for underlying securities of the types described in clauses (4) and (5) entered into with any financial institution meeting the qualifications specified in clause (5) above,

(7) commercial paper rated at least P-2 by Moody's or at least A-2 by S&P and in each case maturing within 12 months after the date of creation thereof,

(8) investment funds investing 90% of their assets in securities of the types described in clauses (1) through (7) above,

(9) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition,

(10) Indebtedness or preferred stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 12 months or less from the date of acquisition; and

(11) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, direct obligations of the sovereign nation (or any agency thereof) in which such Foreign Subsidiary is organized and is conducting business or in obligations fully and unconditionally guaranteed by such sovereign nation (or any agency thereof).

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) through (3) above; *provided* that such amounts are converted into any currency listed in clauses (1) through (3) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"Change of Control" means:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than any Permitted Holder;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any "person" (as defined above), other than any Permitted Holder, in the aggregate, beneficially owns (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) more than 50% of the Voting Stock of the Issuer, measured by voting power rather than number of shares; *provided* that this clause (2) will not apply to the acquisition of the Issuer by one or more direct or indirect holding companies with no other material assets or operations, the Voting Stock of which is beneficially owned, immediately after such acquisition, by the Persons who beneficially owned the Voting Stock of the Issuer immediately prior to such acquisition (and in substantially the same proportions);

(3) the Issuer shall adopt a plan of liquidation or dissolution or any such plan shall be approved by the stockholders of the Issuer; or

(4) the first day on which a majority of the members of the Board of Directors of the Issuer are not Continuing Directors.

"Commission" means the Securities and Exchange Commission.

"Consolidated Annualized Leverage Ratio" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of the Issuer and its Restricted Subsidiaries, less the amount of any cash and Cash Equivalents in excess of restricted cash that would be stated on the balance sheet of the Issuer and its Restricted Subsidiaries as of such date of determination to (2) the Issuer's Annualized EBITDA, in each case with such pro forma adjustments to Consolidated Total Indebtedness and Annualized EBITDA as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Consolidated Depreciation and Amortization Expense" means with respect to any Person for any period, the total amount of depreciation and amortization expense, including any amortization of deferred financing fees and amortization in relation to terminated Hedging Obligations, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted in computing Consolidated Net Income (including amortization of original issue discount resulting from the issuance of Indebtedness (other than

the notes) at less than par, non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to Financial Accounting Standards Board Accounting Standards Codification 815), the interest component of Capitalized Lease Obligations, all commissions, discounts and other fees and changes owed with respect to letters of credit and bankers acceptances and net payments, if any, pursuant to interest rate Hedging Obligations, and excluding amortization of deferred financing fees and any interest and penalties on tax reserves to the extent such Person has elected to treat such interest as interest expense under Financial Accounting Standards Board Accounting Standards Codification 740-10), *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued , *less*

(3) interest income of such Person and its Restricted Subsidiaries for such period.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that:

(1) any net after-tax extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including, without limitation, relating to the transactions described in the prospectus, severance, relocation, new product introductions) shall be excluded;

(2) the cumulative effect of a change in accounting principles during such period shall be excluded;

(3) any net after-tax income or loss from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(4) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions other than in the ordinary course of business, as determined in good faith by the Board of Directors of the Issuer, shall be excluded;

(5) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of the Issuer shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period;

(6) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(1) of the first paragraph of "—Certain Covenants—Limitation on Restricted Payments," the Net Income for such period of any Restricted Subsidiary (other than a Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or in similar distributions has been legally waived; *provided* that Consolidated Net Income of the Issuer will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Issuer or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(7) the effects of adjustments resulting from the application of purchase accounting (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in relation to any acquisition that is consummated after the Issue Date, net of taxes, shall be excluded;

(8) any net after-tax income or loss from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded;

(9) any unrealized or realized gain or loss due solely to fluctuations in currency values and the related tax effects, determined in accordance with GAAP, shall be excluded;

(10) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded; and

(11) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options or other rights to officers, directors or employees shall be excluded.

Notwithstanding the foregoing, for the purpose of the covenant described under "—Certain Covenants—Limitation on Restricted Payments" onl (other than clause (c)(4) thereof), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Issuer and the Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Issuer and the Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Issuer or any Restricted Subsidiary, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under such covenant pursuant to clause (c)(4) thereof.

"Consolidated Secured Debt Ratio" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of the Issuer and its Restricted Subsidiaries that is secured by Liens on assets of the Issuer and its Restricted Securities less the amount of any cash and Cash Equivalents in excess of restricted cash that would be stated on the balance sheet of the Issuer and its Restricted Subsidiaries as of such date of determination, to (2) the Issuer's EBITDA for such period, in each case with such pro forma adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Consolidated Total Indebtedness" means, as at any date of determination, an amount equal to the sum of the aggregate amount of all outstanding Indebtedness of the Issuer and its Restricted Subsidiaries on a consolidated basis and the aggregate amount of all outstanding Disqualified Stock of the Issuer and all preferred stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and preferred stock equal to the greater of their respective voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with GAAP. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Stock or preferred stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or preferred stock as if such Disqualified Stock or preferred stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock or preferred stock, such fair market value shall be determined reasonably and in good faith by the Issuer.

"Contingent Obligations" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("primary

obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds

(a) for the purchase or payment of any such primary obligation or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Issuer who:

(1) was a member of such Board of Directors on the date of the Indenture; or

(2) was nominated for election or elected to such Board of Directors with the approval of the Sponsor or a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

"Credit Agreement" means the senior secured revolving credit facility executed in connection with the initial offering of the Restricted Notes as described in this prospectus.

"Credit Facilities" means, one or more debt facilities (including, without limitation, the Credit Agreement) or other financing arrangements (including, without limitation, commercial paper facilities, receivables facilities or indentures) providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or other long-term indebtedness, including any notes, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Designated Noncash Consideration" means the Fair Market Value of noncash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, executed by a senior vice president or the principal financial officer of the Issuer, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"Designated Preferred Stock" means preferred stock of the Issuer, any of its Restricted Subsidiaries or any direct or indirect parent corporation thereof (in each case other than Disqualified Stock) that is issued for cash (other than to the Issuer or any of its Restricted Subsidiaries or an employee stock ownership plan or trust established by the Issuer or its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officers' Certificate executed by the principal financial officer of the Issuer, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (c) of the first paragraph of the "—Certain Covenants—Limitation on Restricted Payments" covenant.

"Disqualified Stock" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the notes and the date the notes are no longer outstanding; *provided*, *however*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; *provided, further,* that any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Issuer to repurchase such Capital Stock in the event of a change of control or asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption is permitted under the terms of the Indenture.

"Domestic Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period *plus* (without duplication):

(1) provision for taxes based on income or profits, plus franchise or similar taxes, of such Person for such period deducted in computing Consolidated Net Income; *plus*

(2) Consolidated Interest Expense (and other components of Fixed Charges to the extent changes in GAAP after the Issue Date result in such components reducing Consolidated Net Income) of such Person for such period to the extent the same was deducted in calculating such Consolidated Net Income; *plus*

(3) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent such depreciation and amortization were deducted in computing Consolidated Net Income; *plus*

(4) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or Indebtedness permitted to be incurred by the Indenture (whether or not successful), including such fees, expenses or charges related to the offering of the notes and the Credit Agreement and any amendment or other modification of the notes or the Credit Agreement, and deducted in computing Consolidated Net Income; *plus*

(5) the amount of any restructuring charges, integration costs or other business optimization expenses and reserves deducted in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions after the Issue Date; *plus*

(6) any other non-cash charges, including any write offs or write downs of assets, reducing Consolidated Net Income for such period, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; *plus*

(7) the amount of any non-controlling interest expense deducted in calculating Consolidated Net Income (less the amount of any cash dividends paid to the holders of such minority interests); *plus*

(8) the amount of management, monitoring, consulting and advisory fees and related expenses paid to Sponsor or any of its Affiliates, to the extent otherwise permitted under "—Certain Covenants—Transactions with Affiliates" and deducted (and not added back) in such period in Company Consolidated Net Income; *plus*

(9) any net loss from disposed or discontinued operations, to the extent deducted in Company Consolidated Net Income; *less*

(10) (a) non-cash items increasing Consolidated Net Income of such Person for such period, excluding any items which represent the reversal of any accrual of, or cash reserve for, potential cash charges that reduced EBITDA in any prior period, (b) any net income from disposed or discontinued operations to the extent included in computing Consolidated Net Income and (c) the amount of any non-controlling interest income included in calculating Consolidated Net Income (less the amount of any cash dividends received by the Issuer or any of its Restricted Subsidiaries on such minority interest).

"EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"Equity Offering" means any public or private sale of common stock or preferred stock of the Issuer or any of its direct or indirect parents (excluding Disqualified Stock), other than

(1) public offerings with respect to the Issuer's or any direct or indirect parent's common stock registered on Form S-8;

(2) any such public or private sale that constitutes an Excluded Contribution; and

(3) any sales to the Issuer or any of its Subsidiaries.

"euro" means the single currency of participating member states of the EMU.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Excluded Contribution" means net cash proceeds, marketable securities or Qualified Proceeds received by the Issuer from:

(1) contributions to its common equity capital; and

(2) the sale (other than to a Subsidiary of the Issuer or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Issuer) of Capital Stock (other than Disqualified Stock) of the Issuer,

in each case designated as Excluded Contributions pursuant to an Officers' Certificate executed by a senior vice president or the principal financial officer of the Issuer on the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clause (c) of the first paragraph under "—Certain Covenants—Limitation on Restricted Payments."

"Existing Indebtedness" means Indebtedness of the Issuer or any of its Restricted Subsidiaries in existence on the Issue Date, plus interest accruing thereon, until such amounts are repaid.

"Fair Market Value" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the chief financial officer of the Issuer or the Restricted Subsidiary with respect to valuations not in excess of $10.0 million or determined in good faith by the Board of Directors of the Issuer or the Restricted Subsidiary with respect to valuations equal to or in excess of $10.0 million, as applicable, which determination will be conclusive (unless otherwise provided in the Indenture).

"Fixed Charge Coverage Ratio" means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Issuer or any Restricted Subsidiary incurs, assumes, guarantees or redeems, retires or

extinguishes any Indebtedness (other than reductions in amounts outstanding under revolving facilities unless accompanied by a corresponding termination of commitment) or issues or redeems Disqualified Stock or preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneous with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, guarantee or redemption, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or preferred stock, as if the same had occurred at the beginning of the applicable four-quarter period.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) that have been made (or committed to be made pursuant to a definitive agreement) by the Issuer or any Restricted Subsidiary during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, acquisition, disposition, merger, consolidation or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (including pro forma expense and cost reductions, regardless of whether these cost savings could then be reflected in pro forma financial statements in accordance with Regulation S-X promulgated under the Securities Act or any other regulation or policy of the Commission related thereto).

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

"Fixed Charges" means, with respect to any Person for any period, the sum of

(1) Consolidated Interest Expense,

(2) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or any Refunding Capital Stock of such Person, and

(3) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Stock.

"Foreign Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia.

"GAAP" means generally accepted accounting principles in the United States which are in effect on the Issue Date.

"Government Securities" means securities that are

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged, or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"Guarantee" means the guarantee by any Guarantor of the Issuer's Indenture Obligations.

"Guarantors" means Parent and any Subsidiary of Parent that executes a Note Guarantee in accordance with the provisions of the Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of the Indenture.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

"Holder" means a holder of the notes.

"Indebtedness" means, with respect to any Person,

(1) any indebtedness (including principal and premium) of such Person, whether or not contingent

(a) in respect of borrowed money,

(b) evidenced by bonds, notes, debentures or similar instruments,

(c) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor, in each case accrued in the

ordinary course of business and (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP,

(d) letters of credit or bankers' acceptances (or without double counting, reimbursement agreements in respect thereof) (other than obligations with respect to letters of credit securing obligations (other than obligations described in (1) (a) or (b) or (2) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following receipt by such Person or a demand for reimbursement), or

(e) representing any Hedging Obligations,

if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP,

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of another Person, other than by endorsement of negotiable instruments for collection in the ordinary course of business, and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person, whether or not such Indebtedness is assumed by such Person.

For the avoidance of doubt, (a) customer advances made in the ordinary course of business and (b) obligations that constitute Contingent Obligations in accordance with the definition thereof shall not constitute "Indebtedness" of any Person.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing that is, in the good faith judgment of the Issuer, qualified to perform the task for which it has been engaged.

"Investment Grade Securities" means marketable securities of a Person (other than the Issuer or its Restricted Subsidiaries, an Affiliate of joint venture of the Issuer or any Restricted Subsidiary), acquired by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business that are rated, at the time of acquisition, BBB- (or the equivalent) or higher by S&P and Baa3 (or the equivalent) or higher by Moody's.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, deposits, commission, travel, moving, payroll and similar advances to officers, directors and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of the Issuer in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of "Unrestricted Subsidiary" and the covenant described under "—Certain Covenants—Limitation on Restricted Payments,"

(1) "Investments" shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of a Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to

(x) the Issuer's "Investment" in such Subsidiary at the time of such redesignation less

(y) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Issuer.

"Issue Date" means May 10, 2010.

"Issuer" means Lantheus Medical Imaging, Inc., a Delaware corporation.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

"Net Proceeds" means the aggregate cash proceeds received by the Issuer or any Restricted Subsidiary in respect of any Asset Sale, including, without limitation, any cash received upon the sale or other disposition of any Designated Noncash Consideration received in any Asset Sale, net of any payments required to be made to any Person holding a Lien on the assets subject to such Asset Sale, the direct costs relating to such Asset Sale and the sale or disposition of such Designated Noncash Consideration, including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and any deduction of appropriate amounts to be provided by the Issuer as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"Obligations" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"Officer" means the Chairman of the board of directors, the President, chief executive officer, chief financial officer, any Executive Vice President, Senior Vice President, the Treasurer, the Assistant Treasurer or the Secretary of the Issuer.

"Officers' Certificate" means a certificate signed on behalf of the Issuer by two Officers of the Issuer, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer that meets the requirements set forth in the Indenture.

"Other Pari Passu Obligations" means any Additional Notes and any other Indebtedness ranking *pari passu* in right of payment with the notes.

"Parent" means Lantheus MI Intermediate, Inc., a Delaware corporation.

"Permitted Asset Swap" means the concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received must be applied in accordance with the "Asset Sales" covenant.

"Permitted Holder" means (i) the Sponsor, (ii) any limited partner of the Sponsor and (iii) the members of management of the Issuer, any direct or indirect parent of the Issuer and its subsidiaries who are investors, directly or indirectly, in the Issuer or any of its direct or indirect parent companies and (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, the Sponsor and members of management, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Issuer or any of its direct or indirect parent companies.

"Permitted Investments" means

(1) any Investment in the Issuer or any Restricted Subsidiary;

(2) any Investment in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary; or

(b) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary;

and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation, amalgamation or transfer;

(4) any Investment in securities or other assets not constituting cash or Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to the provisions of "—Repurchase at the Option of Holders—Asset Sales" or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date;

(6) advances to (or guarantees of loans to) employees in the ordinary course of business or consistent with past practices;

(7) any Investment acquired by the Issuer or any Restricted Subsidiary:

(a) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Issuer of such other Investment or accounts receivable; or

(b) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Hedging Obligations permitted under clause (10) of the covenant described in "—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock or Preferred Stock" covenant;

(9) loans to (or guarantees of loans of) officers, directors and employees for business-related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business;

(10) Investments the payment for which consists of Equity Interests of the Issuer, or any of its direct or indirect parents (exclusive of Disqualified Stock); *provided, however*, that such Equity Interests will not increase the amount available for Restricted Payments under clause (c) of the first paragraph under the covenant described in "—Certain Covenants—Limitation on Restricted Payments";

(11) guarantees of Indebtedness permitted under the covenant described in "—Certain Covenants—Limitation on Incurrence of Indebtednes and Issuance of Disqualified Stock and Preferred Stock";

(12) Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment or the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons in the ordinary course of business;

(13) additional Investments having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash and/or marketable securities), not to exceed the greater of (x) $30.0 million or (y) 6% of Total Assets at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(14) additional Investments in any Unrestricted Subsidiary having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (14) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash and/or marketable securities), not to exceed $5.0 million at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(15) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes with Persons who are not Affiliates;

(16) endorsements for collection or deposit in the ordinary course of business;

(17) repurchases of the notes and Other Pari Passu Obligations; and

(18) any Investment in a Person (other than the Issuer or a Restricted Subsidiary) pursuant to the terms of any agreements in effect on the Issue Date and any Investment that replaces, refinances or refunds an existing Investment; *provided* that the new Investment is in an amount that does not exceed the amount replaced, refinanced or refunded (after giving effect to write-downs or write-offs with respect to such Investment), and is made in the same Person as the Investment replaced, refinanced or refunded; *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment in existence on the Issue Date or (y) as otherwise permitted under the Indenture.

"Permitted Liens" means, with respect to any Person:

(1) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders,

contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case, for sums not yet overdue for a period of more than 30 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet overdue for a period of more than 30 days or payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of stay, customs, appeal, performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental, to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) Liens existing on the Issue Date (other than Liens incurred under the Credit Agreement);

(7) Liens on property or shares of stock of a Person at the time such Person becomes a Subsidiary; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a subsidiary; *provided, further,* that such Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(8) Liens on property at the time the Issuer or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Issuer or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition; *provided, further,* that such Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(9) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary permitted to be incurred in accordance with the covenant described under "—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;"

(10) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted to be under the Indenture, secured by a Lien on the same property securing such Hedging Obligations;

(11) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(12) leases and subleases of real property granted to others in the ordinary course of business so long as such leases and subleases do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries;

(13) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignment of goods entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business;

(14) Liens in favor of the Issuer or any Guarantor;

(15) Liens on equipment of the Issuer or any of its Restricted Subsidiaries granted in the ordinary course of business to the Issuer's client at which such equipment is located;

(16) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (10), and (14); *provided*, *however*, that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (10), and (14) at the time the original Lien became a Permitted Lien under the Indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(17) other Liens securing obligations which obligations do to exceed $5.0 million at any one time outstanding;

(18) Liens to secure Indebtedness of any Foreign Subsidiary permitted by the covenant entitled "—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" covering only the assets of such Foreign Subsidiary;

(19) Liens securing Indebtedness Incurred pursuant to clause (1) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;"

(20) Licenses, sublicenses or any other grants of rights to use, in the ordinary course of business so long as such licenses, sublicenses or rights of use do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries;

(21) Liens securing judgments for the payment of money not constituting an Event of Default under clause (5) under the caption "Events of Default and Remedies" so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(22) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(23) Liens (i) of a collection bank arising under Section 4-208 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Issuer or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Issuer and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(26) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(27) Liens securing Indebtedness permitted to be incurred pursuant to clause (4) of the second paragraph under "—CertainCovenants —Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock;"*provided* that Liens extend only to the assets so financed, purchased, constructed or improved;

(28) Liens of landlords and mortgagees of landlords (i) arising by statute or under any lease or related contractual obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and (iv) for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(29) Liens on earnest money deposits of cash or Cash Equivalents in connection with an acquisition of assets or property (including Capital Stock);

(30) Liens in favor of customers on cash advances maintained in restricted customer escrow accounts actually received from customers of the Issuer or any Restricted Subsidiary in the ordinary course of business so long as such cash advances were made for the provision of future services by the Issuer or any Restricted Subsidiary; and

(31) Liens on assets of the Issuer or any of its Restricted Subsidiaries securing Indebtedness that were permitted by the terms of the Indenture to be incurred; *provided*, that, at the time of such incurrence and after giving pro forma effect thereto, the Consolidated Secured Debt Ratio for Issuer's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such debt is incurred would have been no greater than 0.75 to 1.0.

For purposes of determining compliance with this definition, (A) Permitted Liens need not be incurred solely by reference to one category of Permitted Liens described above but are permitted to be incurred in part under any combination thereof and (B) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens described above, the Issuer may, in its sole discretion, classify or reclassify such item of Permitted Liens (or any portion thereof) in any manner that complies with this definition and the Issuer may divide and classify a Lien in more than one of the types of Permitted Liens in one of the above clauses.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"preferred stock" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"Qualified Proceeds" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; *provided* that the Fair Market Value of any such assets or Capital Stock shall be determined by the board of directors in good faith.

"Related Business Assets" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business; *provided* that any assets received by the Issuer or a Restricted Subsidiary in exchange for assets transferred by the Issuer or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" means, at any time, any direct or indirect Subsidiary of the Issuer (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; *provided*, *however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "Restricted Subsidiary."

"Securities Act" means the Securities Act of 1933 and the rules and regulations of the Commission promulgated thereunder.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"Similar Business" means any business conducted or proposed to be conducted by the Issuer and its Restricted Subsidiaries on the date of the Indenture or any business that is similar, reasonably related, incidental or ancillary thereto.

"Sponsor" means Avista Capital Partners, L.P., Avista Capital Partners (Offshore), L.P. and their respective Affiliates (but not including, however, any operating portfolio companies of the foregoing).

"Subordinated Indebtedness" means:

(1) with respect to the Issuer, any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the notes, and

(2) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to the Guarantee of such Guarantor.

"Subsidiary" means, with respect to any Person,

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(2) any partnership, joint venture, limited liability company or similar entity of which

(x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(y) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Total Assets" means the total assets of the Issuer and the Restricted Subsidiaries, as shown on the most recent balance sheet of the Issuer for which internal financial statements are available immediately preceding the date on which any calculation of Total Assets is being made, with such pro forma adjustments for transactions consummated on or prior to or simultaneously with the date of the calculation as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Total Assets of Foreign Subsidiaries" means the total assets of the Foreign Subsidiaries of the Issuer, as shown on the most recent balance sheet of such Foreign Subsidiaries for which internal financial statements are available immediately preceding the date on which any calculation of Total Assets of Foreign Subsidiaries is being made, with such pro forma adjustments for transactions consummated on or prior to or simultaneously with the date of the calculation as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"Treasury Rate" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two Business Days prior to the redemption date (or if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to May 15, 2014; *provided*, *however*, that if the period from the redemption date to May 15, 2014 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Unrestricted Subsidiary" means:

(1) any Subsidiary of the Issuer which at the time of determination is an Unrestricted Subsidiary (as designated by the board of directors of the Issuer, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The board of directors of the Issuer may designate any Subsidiary of the Issuer (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Issuer or any Restricted Subsidiary of the Issuer (other than any Subsidiary of the Subsidiary to be so designated); *provided* that

(1) any Unrestricted Subsidiary must be an entity of which shares of the Capital Stock or other Equity Interests (including partnership interests) entitled to cast at least a majority of the votes that may be cast by all shares or Equity Interests having ordinary voting power for the election of directors or other governing body are owned, directly or indirectly, by the Issuer,

(2) such designation complies with the covenants described under "—Certain Covenants—Limitation on Restricted Payments" and

(3) each of (a) the Subsidiary to be so designated, and (b) its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Issuer or any Restricted Subsidiary.

The board of directors of the Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that, immediately after giving effect to such designation no Default or Event of Default shall have occurred and be continuing and the Issuer could either (1) incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test described in the first sentence under "—Certain Covenants—Limitation or Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock" or (2) the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries would be equal to or greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such designation, in each case on a pro forma basis taking into account such designation. Any such designation by the Board of Directors of the Issuer shall be notified by the Issuer to the Trustee by promptly filing with the Trustee a copy of the board resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness, Disqualified Stock or preferred stock, as the case may be, at any date, the quotient obtained by dividing

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or preferred stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

Additional Information

Anyone who receives this prospectus may obtain a copy of the Indenture and the registration rights agreement without charge by writing to Lantheus Medical Imaging, Inc., 331 Treble Cove Rd., Building 600-2, N. Billerica, Massachusetts 01862, Attention: General Counsel.

Book-entry, Settlement and Clearance

The notes were offered and sold to qualified institutional buyers in reliance on Rule 144A ("Rule 144A Notes"). The notes were also offered and sold to persons other than U.S. persons in offshore transactions in reliance on Regulation S ("Regulation S Notes"). All of the notes were issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. Notes were issued at the closing of this offering only against payment in immediately available funds.

Rule 144A Notes initially were represented by one or more notes in registered, global form without interest coupons (collectively, "Rule 144A Global Notes"). Regulation S Notes initially were represented by one or more temporary notes in registered, global form without interest coupons (collectively, "Regulation S Temporary Global Notes").

The Rule 144A Global Notes and the Regulation S Temporary Global Notes were deposited upon issuance with the Trustee as custodian for The Depository Trust Company ("DTC") and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Through and including the 40th day after the later of the

commencement of this offering and the closing of this offering (the "Distribution Compliance Period"), beneficial interests in the Regulation S Temporary Global Notes may be held only through the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") (as indirect participants in DTC), unless transferred to a person that takes delivery through a Rule 144A Global Note in accordance with the certification requirements described below. Within a reasonable time period after the expiration of the Restricted Period, the Regulation S Temporary Global Notes were exchanged for one or more permanent notes in registered, global form without interest coupons (collectively, the "Regulation S Permanent Global Notes" and, together with the Regulation S Temporary Global Notes, the "Regulation S Global Notes"; the Regulation S Global Notes and the Rule 144A Global Notes collectively being the "Global Notes") upon delivery to DTC of certification of compliance with the transfer restrictions applicable to the notes and pursuant to Regulation S as provided in the Indenture. Beneficial interests in the Rule 144A Global Notes may not be exchanged for beneficial interests in the Regulation S Global Notes at any time in the limited circumstances described below. See "—Exchanges Between Regulation S Notes and Rule 144A Notes."

Except as set forth below, Global Notes may be transferred only to another nominee of DTC or to a successor of DTC or its nominee, in whole and not in part. Except in the limited circumstances described below, beneficial interests in Global Notes may not be exchanged for notes in certificated form and owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of notes in certificated form. See "—Exchange of Global Notes for Certificated Notes." In addition, beneficial interests in the Rule 144A Global Notes may not be exchanged for beneficial interests in the Regulation S Global Notes or vice versa except in accordance with the transfer and certification requirements described below. See "—Exchanges Between Regulation S Notes and Rule 144A Notes."

Rule 144A Global Notes and Regulation S Global Notes (including beneficial interests in the notes they represent) are subject to certain restrictions on transfer and bear restrictive legends as described under "Notice to Investors." In addition, transfers of beneficial interests in Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream (as indirect participants in DTC)), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of

ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the initial purchaser with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in Global Notes).

Investors in 144A Global Notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in 144A Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in DTC. All interests in a Global Note may be subject to the procedures and requirements of DTC. Investors in Regulation S Global Notes must initially hold their interests therein through Euroclear or Clearstream, if they are participants in those systems, or indirectly through organizations that are participants. After the expiration of the Distribution Compliance Period (but not earlier), investors may also hold interests in Regulation S Global Notes through Participants in the DTC system other than Euroclear and Clearstream. Euroclear and Clearstream will hold interests in Regulation S Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream which in turn hold such interests in customers' securities accounts in the depositaries' names on the books of DTC. Interests in a Global Note held through Euroclear or Clearstream may be subject to the procedures and requirements of those systems (as well as to the procedures and requirements of DTC). The laws of some states require that certain persons take physical delivery in definitive form of securities that they own and the ability to transfer beneficial interests in a Global Note to Persons that are subject to those requirements will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge those interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of those interests, may be affected by the lack of a physical certificate evidencing those interests.

Except as described below, owners of an interest in Global Notes will not have notes registered in their names, will not receive physical delivery of definitive notes in registered certificated form ("Certificated Notes") and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of and premium, and interest on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Issuer and the Trustee will treat the Persons in whose names notes, including Global Notes, are registered as the owners of such notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on that payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee, any paying agent or the Issuer. Neither the Issuer, the Trustee nor any paying agent will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of any notes, and the Issuer, the Trustee and any paying agent may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Notice to Investors," transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note from DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a Holder of the notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of the portion of the aggregate principal amount of the notes as to which that Participant or those Participants has or have given the relevant direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute those notes to its Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of interests in Global Notes among Participants, they are under no obligation to perform those procedures, and may discontinue or change those procedures at any time. Neither the Issuer nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear, Clearstream or their respective Participants or Indirect Participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for a Certificated Note if:

- DTC (a) notifies us that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed;

- we, at our option, notify the Trustee in writing that we elect to cause the issuance of Certificated Notes; *provided* that in no event shall the Regulation S Temporary Global Note be exchanged for Certificated Notes prior to (a) the expiration of the Distribution Compliance Period and (b) the receipt of any certificates required under the provisions of Regulation S; or

- there has occurred and is continuing a Default with respect to the notes and the Issuer or a beneficial holder requests such exchange.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in a Global Note will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Notice to Investors," unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

If Certificated Notes are issued in the future, they will not be exchangeable for beneficial interests in any Global Note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that the transfer will comply with the appropriate transfer restrictions applicable to the notes being transferred. See "Notice to Investors."

Exchanges Between Regulation S Notes and Rule 144A Notes

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in a Regulation S Global Note (whether before or after the expiration of the Distribution Compliance Period) only if the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that the transfer is being made in accordance with Rule 904 of Regulation S or Rule 144.

Prior to the expiration of the Distribution Compliance Period, transfers of beneficial interest in the Regulation S Global Note may be made to a Person who takes delivery in the form of an interest in the Rule 144A Global Note; *provided* that a written certification (in the form provided in the Indenture) is delivered to the Trustee to the effect that such transfer is being made to a Person who is reasonably believed to be a QIB acquiring for its own account or the account of a QIB in a transaction complying with Rule 144A and any applicable securities laws of the states of the United States and other jurisdictions. After the expiration of the Distribution Compliance Period, this certification requirement will no longer apply to such transfers.

Transfers involving exchanges of beneficial interests between a Regulation S Global Note and a Rule 144A Global Note will be effected in DTC by means of an instruction originated by the DTC participant through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect the changes in the principal amounts of the Regulation S Global Note and the Rule 144A Global Note, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in the original Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interest in the other Global Note.

Certifications by Holders of the Regulation S Temporary Global Notes

A holder of a beneficial interest in the Regulation S Temporary Global Notes must provide Euroclear or Clearstream, as the case may be, with a certificate in the form required by the Indenture

certifying that the beneficial owner of the interest in the Regulation S Temporary Global Note is either a non-U.S. person or a U.S. person that has purchased such interest in a transaction that is exempt from the registration requirements under the Securities Act, and Euroclear or Clearstream, as the case may be, must provide to the Trustee (or the paying agent if other than the Trustee) a certificate in the form required by the Indenture, prior to any exchange of such beneficial interest for a beneficial interest in the Regulation S Permanent Global Notes.

Same Day Settlement and Payment

We will make payments in respect of notes represented by Global Notes, including payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by the DTC or its nominee. We will make all payments of principal of and premium, if any, and interest on Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Certificated Notes or, if no account is specified, by mailing a check to each Holder's registered address. See "—Principal, Maturity and Interest." Notes represented by Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in notes represented by Global Notes will, therefore, be required by DTC to be settled in immediately available funds. Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a Business Day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the Business Day for Euroclear or Clearstream following DTC's settlement date.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes in the exchange offer for its own account must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resales of such Exchange Notes. Broker-dealers who acquired the Restricted Notes directly from us in the initial offering must, in the absence of an exemption, comply with the registration and prospectus delivery requirements of the Securities Act in connection with the resales of the Exchange Notes and cannot rely on the position of the staff of the Commission enunciated in the Exxon Capital no-action letter. In addition, broker-dealers who acquired Restricted Notes directly from us in the initial offering cannot use this prospectus in connection with resales of the Exchange Notes. We reserve the right in our sole discretion to purchase or make offers for, or to offer Exchange Notes for, any Restricted Notes that remain outstanding subsequent to the expiration of the exchange offer pursuant to this prospectus or otherwise and, to the extent permitted by applicable law, purchase Restricted Notes in the open market, in privately negotiated transactions or otherwise. This prospectus, as it may be amended or supplemented from time to time, may be used by all persons subject to the prospectus delivery requirements of the Securities Act, including broker-dealers in connection with resales of Exchange Notes received in the exchange offer, where such Exchange Notes were acquired as a result of market-making activities or other trading activities and may be used by us to purchase any Restricted Notes outstanding after expiration of the exchange offer. We have agreed that, for a period of up to 180 days from the date on which the exchange offer is completed, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until , 2011, all dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers in the exchange offer for their own account may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the Exchange Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such Exchange Notes. Any broker-dealer that resells Exchange Notes that were received by it in the exchange offer for its own account and any broker or dealer that participates in a distribution of such Exchange Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of such Exchange Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of up to 180 days from the date on which the exchange offer is completed, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer, other than commissions or concessions of any brokers or dealers and will indemnify holders of the Notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of material U.S. federal income tax considerations relating to the exchange of Restricted Notes for Exchange Notes in the exchange offer. It does not contain a complete analysis of all the potential tax considerations relating to the exchange. This summary is limited to holders of Restricted Notes that hold the Restricted Notes as "capital assets" (in general, assets held for investment). Special situations, such as the following, are not addressed:

- tax consequences to holders that may be subject to special tax treatment, such as tax-exempt entities, dealers in securities or foreign currencies, brokers, certain financial institutions or "financial services entities," insurance companies, regulated investment companies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, retirement plans, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, former citizens or long-term residents of the United States, or corporations that accumulate earnings to avoid U.S. federal income tax;

- tax consequences to persons holding notes as part of a hedging, integrated, constructive sale or conversion transaction or a straddle or other risk reduction transaction;

- tax consequences to holders whose "functional currency" is not the U.S. Dollar;

- tax consequences to persons who hold notes through a partnership or similar pass-through entity;

- alternative minimum tax, gift tax or estate tax consequences, if any; or

- any state, local or foreign tax consequences.

The discussion below is based upon the provisions of the Internal Revenue Code of 1986, as amended, existing and proposed Treasury regulations promulgated thereunder, and rulings, judicial decisions and administrative interpretations thereunder, as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below.

Consequences of Tendering Notes

The exchange of the Restricted Notes for the Exchange Notes in the exchange offer will not constitute a taxable exchange. As a result, you will not recognize taxable gain or loss as a result of such exchange, the holding period of the Exchange Notes you receive will include the holding period of the Restricted Notes you exchange and the adjusted tax basis of the Exchange Notes you receive will be the same as the adjusted tax basis of the Restricted Notes you exchange.

The preceding discussion of certain material U.S. federal income tax consequences is for general information only and is not tax advice. Accordingly, each investor is urged to consult its own tax advisor as to the particular tax consequences to it of exchanging Restricted Notes for Exchange Notes, including the applicability and effect of any U.S. federal, state, local or foreign tax laws, and of any proposed changes in applicable laws.

LEGAL MATTERS

Weil, Gotshal & Manges LLP has passed upon the validity of the Exchange Notes and the related guarantees on behalf of the issuer.

EXPERTS

The consolidated financial statements of Lantheus MI Intermediate, Inc. and subsidiaries as of and for the years ended December 31, 2009 and 2008 included in this prospectus have been audited by Deloitte & Touche LLP, an Independent Registered Public Accounting Firm, as stated in their report appearing herein. The consolidated financial statements of Bristol Myers-Squibb Medical Imaging (a division of Bristol Myers-Squibb Company) ("BMSMI") as of and for the year ended December 31, 2007 included in this prospectus, have been audited by Deloitte & Touche LLP, an Independent Registered Public Accounting Firm, as stated in their report appearing herein, which report includes an explanatory paragraph regarding the basis of presentation of the BMSMI financial statements. Such financial statements have been so included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We and the guarantors have filed with the SEC a registration statement on Form S-4 under the Securities Act with respect to the Exchange Notes being offered hereby. This prospectus, which forms a part of the registration statement, does not contain all of the information set forth in the registration statement. For further information with respect to us, the guarantors or the Exchange Notes, reference is made to the registration statement. Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete.

We are currently not subject to the periodic reporting and other informational requirements of the Exchange Act. As a result of the offering of the Exchange Notes, we will become subject to the informational requirements of the Exchange Act, and, in accordance therewith, will file reports and other information with the SEC. The registration statement, such reports and other information can be inspected and copied at the Public Reference Room of the SEC located at Room 1580, 100 F Street, N.E., Washington D.C. 20549. Copies of such materials, including copies of all or any portion of the registration statement, can be obtained from the Public Reference Room of the SEC at prescribed rates. You can call the SEC at 1-800-SEC-0330 to obtain information on the operation of the Public Reference Room. Such materials may also be accessed electronically by means of the SEC's home page on the Internet (http://www.sec.gov).

So long as we are subject to the reporting requirements of the Exchange Act, we and the guarantors are required to make available to the trustee and the holders of the notes the information required to be filed with the SEC. Regardless of whether we are subject to the reporting requirements of the Exchange Act, we have agreed that for as long as any of the notes remain outstanding, we will furnish to the trustee and holders of the notes certain information that would otherwise be required to be filed with the SEC under Sections 13 or 15(d) of the Exchange Act.

This prospectus contains summaries of certain agreements that we have entered into in connection with the exchange offer, such as the indenture and agreements described under "Summary—Summary of the Terms of the Exchange Offer" and "Certain Relationships and Related Party Transactions." The descriptions contained in this prospectus of these agreements do not purport to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements.

Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of
Lantheus MI Intermediate, Inc.
North Billerica, Massachusetts

We have audited the accompanying consolidated balance sheets of Lantheus MI Intermediate, Inc. and subsidiaries (the "Company") as of December 31, 2009 and 2008, and the related consolidated statements of income, stockholder's equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2009 and 2008, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP

Boston, Massachusetts

April 16, 2010 (August 18, 2010 as to the effects of the restatement discussed in Note 1, and October 4, 2010 as to Note 21.).

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Lantheus MI Intermediate, Inc. and subsidiaries

Consolidated Balance Sheets

(in thousands except share data)	December 31, 2009	December 31, 2008
Assets		
Current assets		
Cash and cash equivalents	$ 31,480	$ 21,036
Accounts receivable, net	42,951	71,360
Inventory	19,611	13,877
Deferred tax assets	1,167	4,391
Other current assets	2,905	8,393
Total current assets	98,114	119,057
Property, plant and equipment, net	122,760	123,572
Capitalized software development costs	4,802	7,262
Goodwill	16,818	16,818
Intangibles, net	147,011	147,097
Deferred tax assets	79,099	88,606
Deferred financing costs	3,038	5,664
Other long-term assets	20,901	19,959
Total assets	$ 492,543	$ 528,035
Liabilities and Stockholder's Equity		
Current liabilities		
Current portion of long-term debt	$ 30,000	$ 15,000
Accounts payable	19,995	23,113
Accrued expenses	18,360	33,546
Income tax payable	1,453	—
Deferred revenue	4,750	3,652
Deferred tax liability	—	527
Total current liabilities	74,558	75,838
Asset retirement obligation	3,746	3,283
Long-term debt, net of current portion	63,649	127,751
Deferred tax liability	2,199	3,698
Deferred revenue	5,335	—
Other long-term liabilities	32,477	29,656
Total liabilities	181,964	240,226
Commitments and contingencies	—	—
Stockholder's equity		
Common stock ($0.001 par value, 10,000 shares authorized; 1 share issued and outstanding)	—	—
Additional paid-in capital	247,883	246,768
Retained earnings	63,138	42,786
Accumulated other comprehensive loss	(442)	(1,745)
Total stockholder's equity	310,579	287,809
Total liabilities and stockholder's equity	$ 492,543	$ 528,035

See notes to consolidated financial statements

Lantheus MI Intermediate, Inc. and subsidiaries

Consolidated Statements of Income

(in thousands)	Year Ended December 31, 2009	2008
Revenues		
Net product revenues	$ 352,303	$ 531,740
License and other revenues	7,908	5,104
Total revenues	360,211	536,844
Cost of goods sold	184,844	244,496
Gross profit	175,367	292,348
Operating expenses		
General and administrative expenses	35,430	64,909
Sales and marketing expenses	42,337	45,730
Research and development expenses	44,631	34,682
In-process research and development	—	28,240
Total operating expenses	122,398	173,561
Operating income	52,969	118,787
Interest expense	(13,458)	(31,038)
Interest income	73	693
Other income, net	2,720	2,950
Income before income taxes	42,304	91,392
Provision for income taxes	(21,952)	(48,606)
Net income	$ 20,352	$ 42,786

See notes to consolidated financial statements

Lantheus MI Intermediate, Inc. and subsidiaries

Consolidated Statements of Stockholder's Equity

(in thousands, except share data)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholder's Equity
Balance at January 1, 2008	—	$ —	$ —	$ —	$ —	$ —
Issuance of common stock in connection with acquisition	1	—	245,400	—	—	245,400
Comprehensive income						
Net income	—	—	—	42,786	—	42,786
Foreign currency translation	—	—	—	—	(1,745)	(1,745)
Total other comprehensive income						$ 41,041
Stock-based compensation	—	—	1,368	—	—	1,368
Balance at December 31, 2008	1	—	246,768	42,786	(1,745)	287,809
Comprehensive income						
Net income	—	—	—	20,352	—	20,352
Foreign currency translation, net of tax	—	—	—	—	1,303	1,303
Total other comprehensive income						$ 21,655
Stock-based compensation	—	—	1,115	—	—	1,115
Balance at December 31, 2009	1	$ —	$247,883	$63,138	$ (442)	$ 310,579

See notes to consolidated financial statements

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Lantheus MI Intermediate, Inc. and subsidiaries

Consolidated Statements of Cash Flows

(in thousands)	Year ended December 31, 2009	2008
Cash flow from operating activities		
Net income	$ 20,352	$ 42,786
Adjustments to reconcile net income to cash flow from operating activities		
Depreciation	10,865	10,096
Amortization	30,842	63,084
Amortization of deferred financing charges	2,626	6,021
Provision for excess and obsolete inventory	4,125	5,791
Stock-based compensation	1,209	1,368
Deferred income taxes	10,826	(4,447)
Acquired in-process research and development	—	28,240
Accretion of asset retirement obligation	378	355
Long term income tax receivable	(942)	(2,475)
Long term income tax payable	3,325	2,475
Non-cash earnings	—	(3,325)
Increase (decrease) in cash from operating assets and liabilities		
Accounts receivable	28,023	72
Prepaid expenses and other assets	5,480	(1,761)
Inventory	(10,595)	5,294
Deferred revenue	6,036	4,079
Accounts payable	(3,171)	5,066
Income tax payable	1,453	(5,950)
Accrued expenses and other liabilities	(15,049)	21,676
Cash provided by operating activities	95,783	178,445
Cash flows from investing activities		
Capital expenditures	(8,856)	(12,175)
Asset acquisition, net of cash acquired	(29,495)	(518,657)
Cash used in investing activities	(38,351)	(530,832)
Cash flows from financing activities		
Proceeds from issuance of term loan	—	296,500
Payment of term loan	(49,102)	(153,749)
Debt issuance costs	—	(11,685)
Proceeds from issuance of common stock	—	245,400
Proceeds from line of credit	28,000	—
Payment of line of credit	(28,000)	—
Cash (used in) provided by financing activities	(49,102)	376,466
Effect of foreign exchange rate on cash	2,114	(3,043)
Increase in cash and cash equivalents	10,444	21,036
Cash and cash equivalents, beginning of year	21,036	—
Cash and cash equivalents, end of year	$ 31,480	$ 21,036
Supplemental disclosure of cash flow information		

Interest paid	$ 10,693	$ 23,755
Income taxes paid, net of refunds	$ (2,318)	$ 56,351

See notes to consolidated financial statements

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements

1. Description of Business

Separation from Bristol Myers Squibb

On January 8, 2008, Lantheus MI Holdings, Inc. ("LMI Holdings") acquired the Bristol-Myers Squibb ("BMS") Medical Imaging business for an aggregate purchase price of $518.7 million, including transaction costs of $14.7 million. The business, now known as Lantheus MI Intermediate, Inc. and its wholly-owned subsidiaries (the "Company" or "Lantheus"), was purchased through a stock and asset purchase agreement, in which LMI Holdings purchased the stock at approximately $487.9 million and certain assets and liabilities for $30.8 million. The acquisition included employees in the United States and other countries dedicated to the Company, related product patent and developed technology and certain other assets, including the manufacturing facilities located in North Billerica, Massachusetts. The Company is a wholly-owned subsidiary of LMI Holdings.

For the purpose of convenience, the Company has assumed an effective date of January 1, 2008 for the acquisition. The Company determined the results of operations between the effective date and the acquisition date are not material and these results have been included with the Company's results of operations. In the accompanying consolidated statements of income, the Company included net revenues of approximately $12.0 million, gross profit of approximately $8.3 million, operating income of approximately $5.4 million and net income of $3.3 million relating to the period from January 1, 2008 through January 7, 2008. The net income effect of this period of $3.3 million has been included as Non-cash earnings within operating activities on the Consolidated Statement of Cash Flows and as Goodwill on the Consolidated Balance.

Correction of Convenience Period Results

As noted above, for the purpose of convenience, the Company assumed an effective date of January 1, 2008 for the acquisition and determined that the results of operations between the effective date and the acquisition date, January 1, 2008 through January 7, 2008 (the "Convenience Period") are not material to the Company's results of operations for fiscal year 2008.

After the issuance of the Company's 2009 financial statements, the Company determined that the previously reported provision for income taxes related to the Convenience Period was inappropriately calculated. As a result, the Company has adjusted the previously reported provision for income taxes to recognize an additional provision of $2.1 million for the year ended December 31, 2008 related to the Convenience Period. The following summarizes changes to the statement of income for the year ended December 31, 2008:

	As previously Reported	As Adjusted
Provision for income taxes	$ 46,545	$ 48,606
Net income	$ 44,847	$ 42,786

In addition, the amounts arising from the Convenience Period on the balance sheet should have been classified as goodwill rather than other current assets. The net effect of the tax provision and balance sheet adjustment is reflected in goodwill.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

1. Description of Business (Continued)

The following summarizes changes to the balance sheet as of December 31, 2009 and 2008:

	As Previously Reported 2009	As Adjusted 2009	As Previously Reported 2008	As Adjusted 2008
Other current assets	$ 8,291	$ 2,905	$ 13,779	$ 8,393
Goodwill	$ 13,493	$ 16,818	$ 13,493	$ 16,818
Retained earnings	$ 65,199	$ 63,138	$ 44,847	$ 42,786

Lantheus MI Intermediate, Inc.

The Company manufactures, markets, sells and distributes medical imaging products globally with operations in the United States, Puerto Rico, Canada and Australia and distribution relationships in Europe, Asia Pacific and Latin America. The Company provides medical imaging products primarily focused on cardiovascular diagnostic imaging to nuclear physicians, cardiologists, radiologists, internal medicine physicians, independent delivery networks, group purchasing organizations and technologists/sonographers working in a variety of clinical settings.

The Company's principal products include Cardiolite®, a myocardial perfusion imaging agent, DEFINITY®, an ultrasound contrast agent, and TechneLite®, a generator used to provide the radioisotope to radiolabeled Cardiolite® and other radiopharmaceuticals. In the U.S., Cardiolite®, DEFINITY® and TechneLite® are marketed through an internal sales force and sold through distributors to radiopharmacies and end users. Radiopharmacies reconstitute certain of the products into patient specific unit dose syringes which are then sold directly to hospitals and clinics. Internationally, these products are marketed through an internal sales force and sold through Company-owned radiopharmacies in certain countries and elsewhere through distributors.

Subsequent Events

The Company has evaluated subsequent events through October 4, 2010, the date the Company's consolidated financial statements were available for issuance.

2. Summary of Significant Accounting Policies

Basis of Consolidation and Presentation

The financial statements have been prepared in United States dollars, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The more significant estimates reflected in the Company's consolidated financial statements include certain judgments regarding revenue recognition, goodwill and intangible asset valuation, inventory valuation, asset retirement obligations, deferred tax assets and

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

liabilities, accrued expenses and stock-based compensation. Actual results could materially differ from those estimates or assumptions.

Revenue Recognition

The Company recognizes revenue when evidence of an arrangement exists, title has passed, substantially all the risks and rewards of ownership have transferred to the customer, the selling price is fixed or determinable, and collectibility is reasonably assured. For transactions for which revenue recognition criteria have not yet been met, the respective amounts are recorded as deferred revenue until such point in time criteria are met and revenue can be recognized. Revenue is recognized net of reserves, which consist of allowances for returns, sales rebates, and chargebacks.

Revenue arrangements with multiple elements are divided into separate units of accounting if certain criteria are met, including whether the delivered element has stand-alone value to the customer and whether there is objective and reliable evidence of the fair value of the undelivered items. Supply or service transactions may involve the charge of a nonrefundable initial fee with subsequent periodic payments for future products or services. The up-front fees, even if nonrefundable, are earned as the products and/or services are delivered and performed over the term of the arrangement.

On January 1, 2009, the Company executed an amendment to a license and supply agreement (the "Agreement") with one of its customers, granting non-exclusive U.S. license and supply rights to the customer for the period from January 1, 2009 through December 31, 2012. Under the terms of the Agreement, the customer paid the Company $10 million in license fees; $8 million of which was received upon execution of the agreement and $2 million of which was received in June 2009 upon delivery of a special license as defined in the Agreement. The Company's product sales under the Agreement are recognized in the same manner as it normal product sales. The Company is recognizing the license fees as revenue on a straight line basis over the term of the Agreement or four years. The Company recognized $2.5 million in license fee revenue in 2009 and recorded deferred revenue of $7.5 million which will be recognized as revenue at a rate of $2.5 million per year in 2010 through 2012.

In addition, the Company had other revenue of $5.4 million and $5.1 million in fiscal years 2009 and 2008, respectively. Other revenue represents contract manufacturing services related to one of the Company's products for one customer. The related costs are included in cost of goods sold.

Product Returns

The Company records a reserve for sales recorded for which the related products are expected to be returned. The Company does not typically accept product returns unless an over shipment or non-conforming shipment was provided to the customer, or if the product was defective. The Company adjusts its estimate of product returns if it becomes aware of other factors that it believes could significantly impact its expected returns. These factors include its estimate of actual and historical return rates for non-conforming product and open return requests.

Distributor Relationships

Revenue for product sold to distributors is recognized at shipment, unless other revenue recognition criteria have not been met. In such instances where collectibility can not be determined

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

until the distributor has sold through the goods, the Company defers such revenue until such time when the goods have been sold through, or the selling price can be reasonably estimated based on history of transactions with such distributor.

Rebates, Discounts and Chargebacks

The Company records a reduction to revenue for estimates of rebates, discounts and chargebacks that are based on its estimated mix of sales to various customers, which are entitled contractually to either discounts or rebates from the Company's listed prices of its products. In the event that the sales mix is different from its estimates, the Company may be required to pay higher or lower total price adjustments and/or chargebacks than it has estimated. Since the Company only offers discounts to end-user customers under federally mandated programs, chargebacks have not been significant to the Company.

Sales rebates and other accruals were approximately $427,000 and $8.0 million at December 31, 2009 and 2008, respectively. The decrease resulted principally from the expiration of the Cardiolite® patent and the resulting non-renewal of certain rebate agreements. These accruals were established in the same period the related revenue was recognized, resulting in a reduction to sales and the establishment of a liability for amounts already paid by the customer and are included in accrued expense and other in the accompanying balance sheets. An accrual is recorded based on an estimate of the proportion of recorded revenue that will result in a rebate or other adjustment based primarily on the Company's historical experience.

Income Taxes

The provision for income taxes has been determined using the asset and liability approach of accounting for income taxes. The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax bases of the Company's assets and liabilities. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax attributes are expected to be recovered or paid, and are adjusted for changes in tax rates and tax laws when changes are enacted.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. The assessment of whether or not a valuation allowance is required often requires significant judgment including the forecast of future taxable income and the evaluation of tax planning initiatives. Adjustments to the deferred tax valuation allowances are made to earnings in the period when such assessments are made.

The Company accounts for uncertain tax positions using a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Differences between tax positions taken in a tax return and amounts recognized in the financial statements are recorded as adjustments to income taxes payable or receivable, or adjustments to deferred taxes, or both. The guidance also requires disclosure at the end of each annual reporting period including a tabular reconciliation of unrecognized tax benefits. The Company classifies interest and penalties within the provision for income taxes.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include savings deposits, certificates of deposit and money market funds that have original maturities of three months or less when purchased.

Accounts Receivable

Accounts receivable consist of amounts billed and currently due from customers. The Company maintains an allowance for doubtful accounts for estimated losses. In determining the allowance, consideration includes the probability of recoverability based on past experience and general economic factors. Certain accounts receivable may be fully reserved when specific collection issues are known to exist, such as pending bankruptcy. As of December 31, 2009 and December 31, 2008, the Company had allowances for doubtful accounts of approximately $738,000 and $752,000, respectively.

Concentration of Risks and Limited Suppliers

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of trade accounts receivable. The Company's cash and cash equivalents are maintained with various financial institutions. The Company periodically reviews its accounts receivable for collectibility and provides for an allowance for doubtful accounts to the extent that amounts are not expected to be collected. The Company sells primarily to large national distributors, which in turn, may resell the Company's products. There was one customer that represented greater than 10% of the total accounts receivable balance and net sales.

	Accounts Receivable December 31,		Sales December 31,	
	2009	2008	2009	2008
Company A	21%	30%	30%	48%

The Company relies on certain materials used in its development and manufacturing processes, some of which are procured from only a few sources. The failure of one of these suppliers to deliver on schedule could delay or interrupt the manufacturing or commercialization process and thereby adversely affect the Company's operating results. In addition, a disruption in the commercial supply of, or a significant increase in, the cost of one of the Company's materials from these sources could have a material adverse effect on the Company's business, financial position and results of operations. In May 2009, MDS Nordion, the Company's largest supplier of molybdenum-99 ("moly"), a key raw material in the Company's TechneLite® product, was affected by a nuclear reactor shutdown. As a result, the Company has not been able to replace all of the quantity of supply it previously received from MDS Nordion, which has had a negative impact on the Company's results of operations.

Cardiolite® and TechneLite®, accounted for approximately 33% and 31%, respectively, of net product sales for the years ended December 31, 2009 and 60% and 23% respectively for December 31, 2008. In July 2008, the Company's market exclusivity for Cardiolite® expired.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Inventory

Inventory includes material, direct labor and related manufacturing overhead, and is stated at the lower of cost or market on a first-in, first-out basis. The Company assesses the recoverability of inventory to determine whether adjustments for impairment are required. Inventory that is in excess of future requirements is written down to its estimated net realizable value based upon forecasted demand for its products. If actual demand is less favorable than what has been forecasted by management, additional inventory impairments may be required.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Replacements of major units of property are capitalized and replaced properties are retired. Replacements of minor components of property and repair and maintenance costs are charged to expense as incurred. Depreciation is generally computed on a straight-line method based on the estimated useful lives of the related assets. The estimated useful lives of the major classes of depreciable assets are as follows:

Buildings	50 years
Land improvements	40 years
Machinery and equipment	3 - 20 years
Furniture and fixtures	15 years

Upon retirement or other disposal of property, plant and equipment, the cost and related amount of accumulated depreciation are eliminated from the asset and accumulated depreciation accounts, respectively. The difference, if any, between the net asset value and the proceeds is included in net income.

Capitalized Software Development Costs

Certain costs to obtain internal use software for significant systems projects are capitalized and amortized over the estimated useful life of the software, which ranges from 3 to 5 years. Costs to obtain software for projects that are not significant are expensed as incurred. Capitalized software development costs, net of accumulated amortization, was $4.8 million and $7.3 million at December 31, 2009 and December 31, 2008, respectively. Amortization expense related to the capitalized software was $1.2 million and $531,000 for the years ended December 31, 2009 and December 31, 2008 respectively.

Goodwill, Intangibles and Long-Lived Assets

The Company estimates the fair value of acquisition-related intangible assets principally based on projections of cash flows that will arise from identifiable intangible assets of acquired businesses. The projected cash flows are discounted to determine the fair value of the assets at the dates of acquisition.

Goodwill and purchased intangible assets with indefinite lives are not amortized but are reviewed periodically for impairment. In 2009, the Company changed the date it performs its annual goodwill and indefinite-lived intangible asset impairment testing from December 31 to October 31. The Company has determined that the annual goodwill impairment testing date change does not result in adjustments to its financial statements when applied retrospectively. The Company believes changing its annual goodwill impairment testing date is preferable because the date change coincides with the

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

change of its financial and strategic planning process. Going forward, the Company will perform an annual evaluation of goodwill as of October 31 to test for impairment and more frequently if events or circumstances indicate that goodwill may be impaired. The Company performed this test by comparing the fair value of the reporting unit containing goodwill to its carrying value, including goodwill. If the fair value exceeds the carrying value, goodwill is not impaired. If the carrying value exceeds the fair value, then the Company would calculate the potential impairment loss by comparing the implied fair value of goodwill with the carrying value of the goodwill. If the implied fair value of goodwill is less than the book value, then an impairment charge would be recorded.

The Company calculates the fair value of its reporting units using the income approach which utilizes discounted forecasted future cash flows and the market approach which utilizes fair value multiples of comparable publicly traded companies. The discounted cash flows are based on the Company's most recent long-term financial projections and are discounted using a risk adjusted rate of return which is determined using estimates of market participant risk-adjusted weighted-average costs of capital and reflects the risks associated with achieving future cash flows. The market approach is calculated using the guideline company method, where the company uses market multiples derived from stock prices of companies engaged in the same or similar lines of business.

The Company performs impairment testing for intangible and long-lived assets whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. The Company measures the recoverability of assets to be held and used by comparing the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment equals the amount by which the carrying amount of the assets exceeds the fair value of the assets. Any impairments are recorded as permanent reductions in the carrying amount of the assets.

Intangible assets, consisting of core and developed technology, patents, trademarks and customer relationships related to the Company's products (primarily Cardiolite® and DEFINITY®) are amortized in a method equivalent to the estimated utilization of the economic benefit of the asset, with weighted average useful lives ranging from 6 to 19 years. Tradenames and patents are amortized on a straight line basis and customer relationships are amortized on an accelerated basis.

Deferred Financing Charges

Debt issuance costs are capitalized and amortized to interest expense using the effective interest rate method. As of December 31, 2009 and December 31, 2008, the unamortized deferred financing fees were $3.1 million and $5.7 million, respectively. The expense associated with the deferred financing charges was $2.6 million and $6.0 million for the years ended December 31, 2009 and December 31, 2008, respectively, and was included in interest expense.

Contingencies

In the normal course of business, the Company is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, product and environmental liability. The Company records accruals for such loss contingencies when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated. The Company does not recognize gain contingencies until realized.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Fair Value of Financial Instruments

The estimated fair values of the Company's financial instruments, including its cash and cash equivalents, receivables, accounts payable, accrued expenses and debt approximate the carrying values of these instruments due to their short term nature.

Shipping and Handling Costs

The Company typically does not charge customers for shipping and handling costs. Shipping and handling costs are included in cost of goods sold and were $16.6 million and $16.1 million for the years ended December 31, 2009 and December 31, 2008, respectively.

Advertising and Promotion Costs

Advertising and promotion costs are expensed as incurred and totaled $4.1 million and $3.4 million for the years ended December 31, 2009 and December 31, 2008, respectively, and are included in sales and marketing expenses.

Research and Development

Research and development costs are expensed as incurred and relate primarily to the development of new products to add to the Company's portfolio. Nonrefundable advance payments for goods or services that will be used or rendered for future research and development activities are deferred and recognized as an expense as the goods are delivered or the related services are performed.

Foreign Currency Translation

The statement of income of the Company's foreign subsidiaries are translated into U.S. dollars using average exchange rates. The net assets of the Company's foreign subsidiaries are translated into U.S. dollars using the end of period exchange rates. The impact from translating the net assets of these subsidiaries at changing rates are recorded in the foreign currency translation adjustment account, which is included in accumulated other comprehensive loss.

For the years ended December 31, 2009 and December 31, 2008, gains arising from foreign currency transactions totaled approximately $794,000 and $832,000 and are reported as a component of other income, net.

Accounting for Stock-Based Compensation

The Company's stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which generally represents the vesting period, and includes an estimate of the awards that will be forfeited. The Company uses the Black-Scholes valuation model for estimating the fair value on the date of grant of stock options. The fair value of stock option awards is affected by the valuation assumptions, including the expected volatility based on comparable market participants, expected term of the option, risk-free interest rate and expected dividends. When a contingent cash settlement of vested options becomes probable, the Company reclassifies its vested awards to a liability and accounts for any incremental compensation cost in the period in which the settlement becomes probable.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Accumulated Other Comprehensive Loss

Comprehensive loss is comprised of net income, plus all changes in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources, including any foreign currency translation adjustments. These changes in equity are recorded as adjustments to accumulated other comprehensive income (loss) in the Company's consolidated balance sheet. The components of accumulated other comprehensive loss consist of foreign currency translation adjustments.

Asset Retirement Obligations

The Company's compliance with federal, state and foreign environmental laws and regulations may require it to remove or mitigate the effects of the disposal or release of chemical substances in jurisdictions where it does business or maintain properties. The Company establishes accruals when such costs are probable and can be reasonably estimated. Accrual amounts are estimated based on currently available information, regulatory requirements, remediation strategies, historical experience, our relative shares of the total remediation costs and a relevant discount rate, when the time periods of estimated costs can be reasonably predicted. Changes in these assumptions could impact the Company's future reported results. The amount recorded for asset retirement obligations at December 31, 2009 and 2008 were $3.7 million and $3.3 million, respectively.

Business Combinations

The Company adopted new guidance relative to accounting for business combinations on January 1, 2009. The guidance requires an acquirer to recognize the assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree at the acquisition date, measured at their fair values as of that date. In accordance with the new guidance acquisition costs are expensed as incurred and recorded in selling, general and administrative expenses; in-process research and development ("IPR&D") is recorded at fair value as an indefinite-lived intangible asset at the acquisition date. In addition, under the new guidance any future reversal of tax reserves recorded at acquisition would be recorded in earnings, rather than as an adjustment to goodwill or acquisition related other intangible assets and will affect the Company's annual effective income tax rate.

Reclassification of 2008 Reported Amounts

As further described in Note 6, the Company has a tax indemnification agreement with BMS related to certain contingent tax obligations arising prior to the acquisition. The tax obligations are recognized in liabilities and the tax indemnification receivable is recognized within other noncurrent assets. In the 2008 financial statements, the Company included a liability for the tax benefit generated upon settlement of the indemnification receivable within deferred taxes. Given that the indemnification payment will be net of any benefit obtained, the December 31, 2008 consolidated balance sheet understated noncurrent deferred tax assets and overstated the tax indemnification receivable by offsetting amounts. A reclassification of $9.2 million between deferred tax assets and other long-term assets has been recorded in the 2008 balance sheet to correct the prior presentation and conform to the 2009 presentation. This reclassification had no impact on total noncurrent assets, total assets, or net income as compared to previously reported amounts and accordingly is not considered to be material.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Standards

In October 2009, the FASB issued an update to the accounting standard for revenue recognition related to multiple-element arrangements, which in certain instances requires companies to allocate revenue in arrangements involving multiple deliverables based on the estimated selling price of each deliverable, even though such deliverables are not sold separately either by the company itself or other vendors. This standard eliminates the requirement that all undelivered elements must have objective and reliable evidence of fair value before a company can recognize the portion of the overall arrangement fee that is attributable to items that already have been delivered. As a result, the new guidance may allow some companies to recognize revenue on transactions that involve multiple deliverables earlier than under previous requirements. The Company will adopt this standard in the first quarter of 2010 and does not anticipate that the adoption will have a material effect on its consolidated financial statements.

3. Acquisitions

Lantheus

On January 8, 2008, the stock and asset purchase agreement (the "Agreement") between ACP Lantern Holdings, Inc. (now known as LMI Holdings), ACP Lantern Acquisition, Inc. and BMS to acquire Bristol-Myers Squibb Medical Imaging, subsequently known as Lantheus Medical Imaging, was completed for an aggregate purchase price of $518.7 million, including transaction costs of $14.7 million. The acquisition included employees in the United States and other countries dedicated to the Company, related product patent and developed technology and certain other assets, including the manufacturing facilities located in North Billerica, Massachusetts. The acquisition allows for the Company to focus on growing its market in the medical imaging industry.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

3. Acquisitions (Continued)

The following table summarizes the fair value assigned to the assets acquired and liabilities assumed at the date of acquisition:

(in thousands)	
Assets acquired:	
Accounts receivable	$ 70,226
Inventory	26,838
Other current assets	1,780
Property, plant and equipment	129,064
Customer relationships	113,480
In-process research and development	28,240
Tradenames	53,390
Patents	42,780
Goodwill	13,493
Long term deferred tax asset	88,316
Other current assets	222
Other long term assets	17,484
Liabilities assumed:	
Accounts payable	(11,907)
Accrued liabilities	(8,324)
Accrued rebates and other	(9,672)
Deferred taxes	(5,698)
Asset retirement obligations	(2,928)
Other current liabilities	(1,450)
Other long term liabilities	(26,677)
Cash paid, including transaction costs	$ 518,657

The acquisition of the Company was accounted for as a purchase. As discussed in Note 1, the Company, for the purpose of convenience, included operating results for the period from January 1, 2008 through January 7, 2008 in its 2008 consolidated statement of income. The operating results for this period were not material to the 2008 consolidated financial statements taken as a whole. The Company has recorded goodwill of $16.8 million which includes goodwill related to the acquisition of $13.5 million and the effect of the operating results of $3.3 million for the Convenience Period. The goodwill is not deductible for income tax purposes. Approximately $660,000 of patents, which are defensive related, have an indefinite life for valuation purposes, and the remaining intangible assets with definite lives have a weighted-average useful life of approximately 15 years, consisting of weighted-average useful lives of trademarks (16 years), patents (2 years) and customer relationships (19 years). The amounts allocated to these intangible assets were determined through a discounted cash flow analysis using the income approach. The projected cash flows were discounted to determine the present value of the assets at the dates of acquisition. The values assigned to these intangibles were determined using patent and tradename lives, expected future earnings benefit and potential revenue generated.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

3. Acquisitions (Continued)

The amount allocated to IPR&D of $28.2 million was determined through a discounted cash flow analysis using the income approach. Net cash flows attributable to the project were discounted to their present value at a rate commensurate with the perceived risk, which for this project was 20%. The value assigned to IPR&D was determined by estimating costs to develop the purchased IPR&D into commercially viable product, the phase the project is in and its potential revenue generated from the project. The estimated fair value of in-process research and development related to Positron Emission Tomography ("PET") perfusion agents. Immediately following the closing of the acquisition, the amount allocated to IPR&D was charged to expense.

4. Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, financial instruments are categorized based on a hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the company has the ability to access at the measurement date.

Level 2—Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.) and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3—Unobservable inputs that reflect the Company's assumptions about the assumptions that market participants would use in pricing the asset or liability. The Company develops these inputs based on the best information available, including its own data.

At December 31, 2009, the Company's financial assets that are measured at fair value on a recurring basis are comprised of U.S. governmental agency and money market securities and are classified as cash equivalents. The Company invests excess cash from its operating cash accounts in overnight investments and reflects these amounts in cash and cash equivalents on the consolidated balance sheet using quoted prices in active markets for identical assets (Level 1).

(in thousands)	Total fair value at December 31, 2009	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash equivalents				
U.S. Treasuries	$ 21,937	$ 21,937	$ —	$ —
Money Market	2,002	2,002	—	—
	$ 23,939	$ 23,939	$ —	$ —

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

4. Fair Value of Financial Instruments (Continued)

(in thousands)	Total fair value at December 31, 2008	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash equivalents				
U.S. Treasuries	$ 19,493	$ 19,493	$ —	$ —
	$ 19,493	$ 19,493	$ —	$ —

5. Income Taxes

The components of income before income taxes for the years ended December 31 were:

(in thousands)	2009	2008
United States	$ 41,125	$ 110,590
International	1,179	(19,198)
	$ 42,304	$ 91,392

The provision (benefit) for income taxes attributable to operations consisted of:

(in thousands)	2009	2008
Current		
Federal	$ 5,140	$ 44,642
State	3,981	7,884
International	2,005	527
	$ 11,126	$ 53,053
Deferred		
Federal	$ 9,396	$ (2,475)
State	4,244	(1,080)
International	(2,814)	(892)
	$ 10,826	$ (4,447)
	$ 21,952	$ 48,606

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

5. Income Taxes (Continued)

The Company's provision for income taxes in the years ended December 31, 2009 and December 31, 2008 was different from the amount computed by applying the statutory U.S. Federal income tax rate to earnings from operations before income taxes, as a result of the following:

(in thousands)	2009		2008	
U.S. statutory rate	$ 14,806	35.0%	$ 31,987	35.0%
In-process research and development	—	—	9,884	10.8%
Losses not benefited	155	0.4%	5,535	6.1%
U.S manufacturing deduction	(281)	(0.7)%	(3,230)	(3.5)%
Uncertain tax positions	2,505	5.9%	2,475	2.7%
State and local taxes	631	1.5%	2,008	2.2%
Impact of rate change on deferred taxes	3,956	9.3%	—	—
Utilization of net operating losses	(1,407)	(3.3)%	—	—
True-up of prior year tax	1,592	3.8%	—	—
Other	(5)	0.0%	(53)	(0.1)%
	$ 21,952	51.9%	$ 48,606	53.2%

The components of deferred income tax assets (liabilities) at December 31 were:

(in thousands)	2009	2008
Deferred Tax Assets		
Federal benefit of state taxes payable	$ 10,621	$ 9,193
Reserves, accruals and other	2,600	4,400
Amortization of intangibles other than goodwill	94,919	114,879
Net operating loss carryforwards	339	5,535
Deferred tax assets	108,479	134,007
Deferred Tax Liability		
Customer lists	(22,646)	(32,813)
Depreciation	(7,427)	(6,887)
Deferred tax liability	(30,073)	(39,700)
Less: Valuation allowance	(339)	(5,535)
	$ 78,067	$ 88,772

	2009	2008
Recorded in the accompanying consolidated balance sheet as:		
Current deferred tax assets	$ 1,167	$ 4,391
Noncurrent deferred tax assets	79,099	88,606
Current deferred tax liability	—	(527)
Noncurrent deferred tax liability	(2,199)	(3,698)
Net deferred tax assets	$ 78,067	$ 88,772

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

5. Income Taxes (Continued)

As of December 31, 2009 and 2008, total liabilities for tax obligations and associated interest and penalties were $32.5 million and $29.2 million respectively, consisting of income tax provisions for uncertain tax benefits of $18.8 million and $17.9 million and interest and penalty accruals of $13.7 million and $11.3 million, respectively, which were included in other long-term liabilities on the consolidated balance sheet with the offsetting asset in other long term assets. The total noncurrent asset related to the indemnification was $20.9 million and $20.0 million as of December 31, 2009 and 2008, respectively. Included in the 2009 and 2008 tax provision is $2.5 million and $2.5 million, respectively relating to current year interest expense, with an offsetting amount included in other income due to the indemnification.

A reconciliation of the Company's changes in uncertain tax positions for 2009 and 2008 is as follows:

(in thousands)	
Beginning balance of gross uncertain tax positions as of January 8, 2008	$ 17,939
Gross additions to tax positions related to current year	—
Gross reduction to tax positions related to prior year	—
Balance of gross uncertain tax positions as of December 31, 2008	17,939
Gross additions to tax positions related to current year	877
Gross reduction to tax positions related to prior year	—
Balance of gross uncertain tax positions as of December 31, 2009	$ 18,816

As of December 31, 2009 and December 31, 2008, the total amount of unrecognized tax benefits was $18.8 million and $17.9 million, respectively, all of which would affect the effective tax rate, if recognized. These amounts are primarily associated with domestic state tax issues, such as the allocation of income among various state tax jurisdictions, transfer pricing and U.S. federal R&D credits. As the Company has been contacted by a number of state tax jurisdictions in the past year relating to pre-acquisition tax years, the Company does believe that some pre-acquisition tax years will be settled by BMS within the next twelve months. The Company is not able to quantify the extent of potential settlement at this time.

The Company has a tax indemnification agreement with BMS related to certain tax obligations arising prior to the acquisition of the Company, for which the Company has the primary legal obligation. The tax indemnification receivable is recognized within other noncurrent assets. The changes in the tax indemnification asset are recognized within other income, net in the statement of income. In accordance with the Company's accounting policy, the change in the tax liability and penalties and interest associated with these obligations (net of any offsetting federal or state benefit) is recognized within the tax provision. Accordingly, as these reserves change, adjustments are included in the tax provision while the offsetting adjustment is included in other income. Assuming that the receivable from BMS continues to be considered recoverable by the Company, there is no net effect on earnings related to these liabilities and no net cash outflows.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

5. Income Taxes (Continued)

The Company decreased its valuation allowance by $5.2 million in 2009. The Company has foreign net operating loss carryforwards of approximately $1.7 million of which $1.2 million expire in 2029 and $542,000 have no expiration date.

Undistributed earnings of various foreign subsidiaries aggregated zero and $730,000 at December 31, 2009 and 2008, respectively. As of December 31, 2009 the Company plans to distribute earnings from its Australian subsidiary during 2010. Since these earnings are not permanently reinvested, the Company has provided a deferred tax liability of $180,000. There are no additional undistributed earnings in our foreign subsidiaries as they do not have accumulated earnings.

6. Inventory

Inventory consisted of the following at December 31:

(in thousands)	2009	2008
Raw materials	$ 6,751	$ 7,156
Work in process	1,849	2,612
Finished goods	11,011	4,109
Inventory	$ 19,611	$ 13,877

7. Property, Plant and Equipment, net

Property, plant and equipment consisted of the following at December 31:

(in thousands)	2009	2008
Land	$ 22,450	$ 22,450
Buildings	60,695	60,701
Machinery, equipment and fixtures	55,905	47,080
Construction in progress	4,989	3,437
Accumulated depreciation	(21,279)	(10,096)
Property, plant and equipment, net	$ 122,760	$ 123,572

Depreciation expense related to property, plant and equipment was $10.9 million and $10.1 million for the years ended December 31, 2009 and 2008, respectively.

Included within property, plant and equipment are spare parts of approximately $4.1 million and $4.0 million as of December 31, 2009 and 2008, respectively. Spare parts include replacement parts relating to plant and equipment and are either recognized as an expense when consumed or re-classified and capitalized as part of the related plant and equipment and depreciated over a time period not exceeding the useful life of the related asset.

8. Asset Retirement Obligations

The fair value of a liability for asset retirement obligations is recognized in the period in which the liability is incurred. The liability is measured at present value of the obligation when incurred and is adjusted in subsequent periods as accretion expense is recorded. The corresponding asset retirement

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

8. Asset Retirement Obligations (Continued)

costs are capitalized as part of the carrying value of the related long-lived assets and depreciated over the asset's useful life.

The Company considered the legal obligation to remediate its facilities upon a decommissioning of its radioactive related operations as an asset retirement obligation. The operations of the Company have radioactive production facilities at its North Billerica, Massachusetts and San Juan, Puerto Rico sites.

The following is a reconciliation of the Company's asset retirement obligations for the years ended December 31, 2009 and December 31, 2008:

(in thousands)	
Beginning balance	$ 2,928
Accretion expense	355
Balance at December 31, 2008	3,283
Capitalization	85
Accretion expense	378
Balance at December 31, 2009	$ 3,746

9. Intangibles, net

Intangibles, net consisted of the following:

	December 31, 2009				
(in thousands)	Cost	Accumulated amortization	Net	Weighted Average Useful Life	Amortization Method
Trademarks	$ 53,390	$ 6,856	$ 46,534	16 years	Straight-line
Customer relationships	113,480	46,453	67,027	19 years	Accelerated
Patent rights, know-how	29,495	2,069	27,426	11 years	Straight-line
Patents	42,780	36,756	6,024	2 years	Straight-line
	$ 239,145	$ 92,134	$ 147,011		

	December 31, 2008				
	Cost	Accumulated amortization	Net	Weighted Average Useful Life	Amortization Method
Trademarks	$ 53,390	$ 3,394	$ 49,996	16 years	Straight-line
Customer relationships	113,480	23,065	90,415	19 years	Accelerated
Patents	42,780	36,094	6,686	2 years	Straight-line
	$ 209,650	$ 62,553	$ 147,097		

On April 6, 2009, the Company acquired the U.S., Canadian and Australian territory rights to a Gadolinium-based blood pool contrast agent, ABLAVAR® (formerly known asVasovist®), from EPIX Pharmaceuticals for an aggregate purchase price of $32.6 million, including drug product and active pharmaceutical ingredient inventory. ABLAVAR®was approved by the FDA in December 2008 and

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

9. Intangibles, net (Continued)

commercially launched by the Company in early January 2010 after final FDA approval of its product label.

This acquisition was accounted for as an asset purchase and consisted of $28.0 million in patents, $500,000 manufacturing know-how acquired from a different party, and $4.1 million in inventory. The acquired patents are being amortized over approximately 11 years which approximates the expected patent life. The manufacturing know-how is being amortized over 3.5 years which represents the expected useful term of such know-how. The Company recorded amortization expense for its intangible assets of $29.6 million and $62.6 million for the years ended December 31, 2009 and December 31, 2008, respectively. In conjunction with the acquisition, the Company incurred and capitalized $1.0 million in legal and other related costs which are being amortized over the expected patent life.

Expected future amortization expense related to the intangible assets is as follows (in thousands):

Years ended December 31,	
2010	$ 22,285
2011	19,494
2012	15,245
2013	13,549
2014	12,269
2015 and thereafter	63,518
	$ 146,360

Approximately $660,000 of patents, which are defensive related, have an indefinite life and are therefore not included in the expected future amortization table above.

10. Accrued Expenses

Accrued expenses are comprised of the following at December 31:

(in thousands)	2009	2008
Compensation and benefits	$ 7,872	$ 11,350
Accrued professional fees	2,031	5,852
Research and development services	2,680	2,024
Freight and distribution	3,600	4,117
Marketing expense	1,129	1,500
Accrued rebate and other	427	7,972
Other	621	731
	$ 18,360	$ 33,546

11. Financing Arrangements

On January 8, 2008, the Company entered into an agreement (the "Credit Agreement") with PNC Bank, National Association, as Administrative Agent, Ableco Finance LLC, as Collateral Agent, and the other lenders party thereto (collectively the "Lenders") for a credit facility (the "Facility") in the principal amount of up to $346.5 million (collectively, the "Loan Amount"). The Facility consists of

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

11. Financing Arrangements (Continued)

a secured term loan in the amount of $296.5 million and a revolving credit facility in the amount of $50 million, which includes a subfacility for the issuance of letters of credit. The Company may request the lenders to increase the Facility by an additional amount of up to $35.0 million at the discretion of the Lenders.

Borrowings made under the Facility bear interest, at the Company's election, at a rate based on the Reference Rate (as defined in the Credit Agreement) plus 6.50% or the LIBOR Rate (as defined in the Credit Agreement) plus 7.50%. Loans outstanding under the Facility may be prepaid at any time in whole or in part without premium or penalty. Amounts repaid under the term loan cannot be re-borrowed. The Facility terminates and any outstanding loans under it mature on January 8, 2013.

Minimum future repayment of principal borrowed under the term loan facility is payable in installments as follows:

- $15.0 million quarterly March 31, 2010 through December 31, 2011;
- $10.0 million quarterly March 31, 2012 through January 8, 2013 with any final principal due on maturity date

In addition, the Company is required to make quarterly payments of the larger of the minimum repayments, noted above, or an amount equal to a percentage of the Company's excess cash flow (as defined in the Credit Agreement). The Company applies any excess cash flow payments, first, to the first four installments immediately following such prepayment, and second, to the remaining installments of principal due under the Credit Agreement in the inverse order of maturity. During 2008, the Company made one installment repayment of $16.5 million and three excess cash flow payments totaling $137.2 million. During 2009, the Company made two excess cash flow payments totaling $49.1 million. As a result of the excess cash flow payments and their application against the subsequent installments due following such prepayments, the Company has included in the current portion of long-term debt $30.0 million of the total outstanding principal as of December 31, 2009.

The Company's term loan minimum principal commitments are as follows (in thousands):

Years ended December 31,	
2010	$ 30,000
2011	60,000
2012	3,649
	$ 93,649

Interest is due either on the last day of the interest period for LIBOR rate loans or the last day of the quarter for Reference Rate loans.

The Company's obligations under the Facility may be accelerated upon the occurrence of an event of default under the Facility, which includes limitations on dividends and customary events of default, including payment defaults, defaults in the performance of affirmative and negative covenants, the inaccuracy of representations or warranties, bankruptcy and insolvency related defaults, cross defaults to other material indebtedness and a change of control default.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

11. Financing Arrangements (Continued)

As of December 31, 2009 and 2008, the Company had approximately $93.6 million and $142.8 million respectively in principal amount of debt outstanding under the Facility. During 2009, the Company had drawn $28.0 million on its revolving credit facility and repaid the entire amount as of December 31, 2009. The Company had $6.8 million in letters of credit applied against the total amount available at December 31, 2009, resulting in a maximum borrowing availability under the revolving credit agreement of $43.2 million at December 31, 2009. The debt under the revolving credit facility carried a weighted average interest rate of 7.7% and 8.7% as of December 31, 2009 and 2008, respectively.

The Company's obligations under the Facility are guaranteed by certain of the Company's U.S. domestic subsidiaries, and the Company has guaranteed any obligations of any co-borrowers under the Facility. The Facility contains affirmative and negative covenants applicable to the Company and its subsidiaries, including financial covenants requiring the Company to comply with minimum leverage ratios, maximum interest coverage ratios and maximum capital expenditures requirements, as well as restrictions on liens, investments, indebtedness, fundamental changes, acquisitions, dispositions of property, making specified restricted payments, and transactions with affiliates.

12. Stockholder's Equity

As of December 31, 2009 and December 31, 2008, the authorized capital stock of the Company consisted of 10,000 shares of voting common stock with a par value of $0.01 per share and 1 share outstanding.

13. Stock-Based Compensation

The Company's employees are eligible to receive awards from the LMI Holdings 2008 Equity Incentive Plan (the "2008 Plan"). The 2008 Plan is administered by the LMI Holdings Board of Directors. The 2008 Plan permits the granting of nonqualified stock options, stock appreciation rights (or SARs), restricted stock and restricted stock units to its employees, officers, directors and consultants of the Company or any subsidiary of the Company. The maximum number of shares that may be issued pursuant to awards under the 2008 Plan at December 31, 2009 is 5,035,100 which decreased by 2,900 during 2009 due to cancelled and retired vested options. Option awards are granted with an exercise price equal to the fair value of LMI Holdings' stock at the date of grant. Time based option awards vest based on time, either four or five years, and performance based option awards vest based on the achievement of certain annual EBITDA targets over a five-year period. The Company recognized compensation costs for its time based awards on a straight-line basis equal to the vesting period. The compensation cost for performance based awards is recognized on a graded vesting basis, based on the probability of achieving performance targets over the requisite service period for the entire award. The fair value of each option award was estimated on the date of grant using a Black-Scholes valuation model that uses the assumptions noted in the following table. Expected volatilities are based on the historical volatility of a selected peer group. The expected term of options represents the period of time that options granted are expected to be outstanding. The risk-free interest rate

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

13. Stock-Based Compensation (Continued)

assumption is the seven-year U.S. Treasury rate at the date of the grant which most closely resembles the expected life of the options.

	Years Ended December 31,	
	2009	2008
Expected volatility	41 - 39%	38%
Expected dividends	—	—
Expected life (in years)	6.5	6.5
Risk-free interest rate	2.4% - 3.4%	3.0% - 3.6%

A summary of option activity for 2009 is presented below:

	Time Based	Performance Based	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2009	2,453,850	2,353,850	4,807,700	$ 2.00	9.2	$23,300,000
Options granted	144,000	94,000	238,000	$ 6.97		
Options cancelled	(1,450)	(1,450)	(2,900)	$ 2.00		
Options forfeited and expired	(48,300)	(42,433)	(90,733)	$ 2.00		
Outstanding at December 31, 2009	2,548,100	2,403,967	4,952,067	$ 2.24	8.3	$39,700,000
Vested and expected to vest at December 31, 2009	2,527,309	2,387,438	4,914,747	$ 2.24	8.3	$39,400,000
Exercisable at December 31, 2009	555,940	997,427	1,553,367	$ 2.06	8.2	$12,700,000

The weighted average grant-date fair value of options granted during the years ended December 31, 2009 and 2008 was $3.16 and $0.87, respectively. During the years ended December 31, 2009 and 2008, 1,084,547 and 470,770 options vested, respectively, with an aggregate fair value of approximately $987,000 and $411,000,respectively. No options were exercised in either the years ended December 31, 2009 or 2008.

Stock-based compensation expense was recognized in the consolidated statements of income as follows:

	Years Ended December 31,	
(in thousands)	2009	2008
Cost of goods sold	$ 101	$ 94
General and administrative	828	1,010

Sales and marketing	97	120
Research and development	183	144
Total stock-based compensation expense	$ 1,209	$ 1,368

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

13. Stock-Based Compensation (Continued)

As stock-based compensation expense recognized in the consolidated statement of income for years ended December 31, 2009 and 2008 was based on awards ultimately expected to vest, it was reduced for estimated pre-vesting forfeitures as required.

The Company did not realize an income tax benefit relating to stock options for year ended December 31, 2008. The Company recognized an income tax benefit of $7,000 for the year ended December 31, 2009. As of December 31, 2009, there was approximately $2.4 million of total unrecognized compensation costs related to non-vested stock options granted under the 2008 Plan. These costs are expected to be recognized over a weighted-average remaining period of 3.1 years.

14. Other Income, net

Other income, net consisted of the following:

	Years Ended December 31,	
(in thousands)	2009	2008
Foreign currency gains	$ 794	$ 832
Tax indemnification	1,560	2,475
Other income (expense)	366	(357)
Total other income, net	$ 2,720	$ 2,950

15. Commitments and Contingencies

The Company leases certain buildings, hardware and office space under operating leases. In addition, the Company has entered in to purchasing arrangements in which minimum quantities of goods or services have been committed to be purchased on an annual basis. Minimum lease and purchase commitments under noncancelable arrangements are as follows (in thousands):

Years ended December 31,	
2010	$ 26,022
2011	33,292
2012	21,757
2013	1,401
2014	545
2015 and thereafter	984
	$ 84,001

Lease expense was $810,000 and $753,000 for the years ended December 31, 2009 and 2008, respectively.

16. 401(k) Plan

The Company maintains a qualified 401(k) plan (the "401(k) Plan") for its U.S. employees. The 401(k) Plan covers U.S. employees who meet certain eligibility requirements. Under the terms of the 401(k) Plan, the employees may elect to make tax-deferred contributions through payroll deductions

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

16. 401(k) Plan (Continued)

within statutory and plan limits, and the Company may elect to make non-elective discretionary contributions. During 2009, the Company matched employee contributions up to 4.5% of eligible compensation and did not contribute an additional non-elective discretionary match. In 2008, the Company matched employee contributions up to 6% of eligible compensation and contributed an additional 4% as the non-elective discretionary match to most employees. The Company may also make optional contributions to the 401(k) Plan for any plan year at its discretion. Expense recognized by the Company for matching contributions related to the 401(k) Plan was $1.8 million and $2.3 million for December 31, 2009 and 2008, respectively. Expense recognized by the Company for the non-elective discretionary match was $1.7 million for the year ended December 31, 2008.

17. Legal Proceedings and Contingencies

From time-to-time the Company is involved in legal and administrative proceedings and claims of various types. While any litigation contains an element of uncertainty, management believes that the outcome of such proceedings or claims which are pending or known to be threatened, or all of them combined, is not expected, in the opinion of management, to have a material adverse effect on the Company's financial position, cash flow and results.

18. Related Party Transactions

Avista Capital Partners and its affiliates ("Avista"), the majority shareholder of LMI Holdings, provides certain advisory services to the Company pursuant to an advisory services and monitoring agreement. The Company is required to pay an annual fee of $1.0 million and other reasonable and customary advisory fees, as applicable, paid on a quarterly basis. The initial term of the agreement is seven years. Upon termination, all remaining amounts owed under the agreement shall become due immediately. There are no outstanding amounts owed at December 31, 2009 or December 31, 2008. The Company also paid a fee of $10.0 million in 2008 in consideration of the acquisition-related services, which has been included as direct acquisition costs.

19. Segment Information

The Company has five operating segments, which are: U.S., Canada, Australia, United Kingdom and Puerto Rico. The Company's segments derive revenues through the manufacturing, marketing, selling and distributing of medical imaging products, focused primarily on cardiovascular diagnostic imaging. The U.S. segment comprises 80.5% and 88.6% of consolidated revenues in 2009 and 2008, respectively, and 89.6% and 88.7% of consolidated assets at December 31, 2009 and 2008, respectively. In 2009 and 2008, no single operating segment, outside of the U.S., accounted for more than 10% of total sales, 10% of net income or 10% of total assets. Accordingly, the Company reports the U.S. reporting segment separately and the non-U.S. operating segments as All Other. All goodwill has been allocated to the U.S. operating segment

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

19. Segment Information (Continued)

Selected information for each business segment are as follows (in thousands):

(in thousands)	2009	2008
Revenue		
U.S.	$ 309,007	$ 509,900
All Other	70,244	61,169
Total revenue, including inter-segment	379,251	571,069
Inter-segment revenue	(19,040)	(34,225)
	$ 360,211	$ 536,844
Revenues from external customers		
Cardiolite	$ 95,720	$ 292,522
Technelite	104,462	114,561
DEFINITY	42,321	20,606
Other	47,464	47,986
Total U.S.	289,967	475,675
All Other	70,244	61,169
	$ 360,211	$ 536,844
Operating income/(loss)		
U.S.	$ 43,868	$ 130,871
All Other	6	(5,526)
Total operating income, including inter-segment	43,874	125,345
Inter-segment operating income	9,095	(6,558)
	$ 52,969	$ 118,787
Assets		
U.S.	$ 441,229	$ 468,222
All Other	51,314	59,813
	$ 492,543	$ 528,035
Depreciation and amortization		
U.S.	$ 36,438	$ 68,031
All Other	5,269	5,149
	$ 41,707	$ 73,180
Capital expenditure		
U.S.	$ 6,906	$ 11,573
All Other	1,950	602
	$ 8,856	$ 12,175

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

20. Valuation and Qualifying Accounts

(in thousands)	Balance at Beginning of Fiscal Year	Charged to Costs and Expenses	Deductions From Reserves	Balance at End of Fiscal Year
Year ended December 31, 2009:				
Allowance for doubtful accounts	$ 752	$ 63	$ (77)	$ 738
Inventory reserve	1,492	4,126	(2,018)	3,600
Year ended December 31, 2008:				
Allowance for doubtful accounts	$ 1,609	$ 65	$ (922)	$ 752
Inventory reserve	—	5,791	(4,299)	1,492

Amounts charged to deductions from reserves represent the write-off of uncollectible balances.

21. Guarantor Financial Information

On May 10, 2010, Lantheus Medical Imaging, Inc., a wholly owned subsidiary of the Company, issued $250.0 million of 9.750% Senior Notes due in 2017 (the "Notes") at face value, net of issuance costs of $6.3 million. The Notes were issued under an indenture, dated May 10, 2010 (the "Indenture"). The net proceeds of the Notes were used to repay $77.9 million due under the outstanding credit agreement (see Note 11) and issue a $163.8 million dividend, which utilized $65.7 million of retained earnings and $98.1 million of additional paid-in capital, to LMI Holdings to repay a $75.0 million demand note it issued and for LMI Holdings to repurchase $90.0 million of LMI Holdings' Series A Preferred Stock at the accreted value. The Notes mature on May 15, 2017. Interest on the Notes accrues at a rate of 9.750% per annum and will be payable semiannually in arrears on May 15 and November 15, commencing on November 15, 2010.

The Notes are guaranteed by certain of our consolidated subsidiaries (the "Guarantor Subsidiaries"). The guarantees are full and unconditional and joint and several. The following supplemental financial information sets forth, on a condensed consolidating basis, audited balance sheets as of December 31, 2009, and 2008, and the related audited statements of operations and cash flows for each of the two years in the period ended December 31, 2009 for the Parent, the Issuer, the Guarantor Subsidiary and our other subsidiaries, or the Non-Guarantor Subsidiaries. All subsidiaries are 100% owned by the Company. The supplemental financial information reflects the investments of the Parent in the Issuer, and the Company's investment in the Guarantor Subsidiary and Non-Guarantor Subsidiaries using the equity method of accounting.

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Balance Sheet
December 31, 2009

(in thousands except share data)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Assets:						
Cash and cash equivalents	$ —	$ 21,505	$ —	$ 9,975	$ —	$ 31,480
Accounts receivable, net	—	27,700	—	15,251	—	42,951
Intercompany accounts receivable	—	5,964	—	—	(5,964)	—
Inventory	—	13,244	—	6,367	—	19,611
Deferred tax assets	—	1,040	—	127	—	1,167
Other current assets	—	2,713	—	192	—	2,905
Total current assets	—	72,166	—	31,912	(5,964)	98,114
Property, plant and equipment, net	—	88,722	23,435	10,603	—	122,760
Capitalized software development costs	—	4,802	—	—	—	4,802
Goodwill	—	16,818	—	—	—	16,818
Intangibles, net	—	134,166	—	12,845	—	147,011
Deferred tax assets	—	78,900	—	199	—	79,099
Deferred financing costs	—	3,038	—	—	—	3,038
Investment in subsidiaries	310,579	60,811	—	—	(371,390)	—
Other long-term assets	—	20,901	—	—	—	20,901
Total assets	$310,579	$480,324	$ 23,435	$ 55,559	$ (377,354)	$492,543
Liabilities and Equity:						
Current portion of long-term debt	$ —	$ 30,000	$ —	$ —	$ —	$ 30,000
Accounts						

payable	—	16,880	—	3,115	—	19,995
Intercompany accounts payable	—	—	—	5,964	(5,964)	—
Accrued expenses	—	15,720	—	2,640	—	18,360
Income tax payable	—	314	—	1,139	—	1,453
Deferred revenue	—	2,673	—	2,077	—	4,750
Total current liabilities	—	65,587	—	14,935	(5,964)	74,558
Asset retirement obligation	—	3,651	—	95	—	3,746
Long-term debt, net of current portion	—	63,649	—	—	—	63,649
Deferred tax liability	—	—	—	2,199	—	2,199
Deferred revenue	—	5,335	—	—	—	5,335
Other long-term liabilities	—	31,523	—	954	—	32,477
Total liabilities	—	169,745	—	18,183	(5,964)	181,964
Equity	310,579	310,579	23,435	37,376	(371,390)	310,579
Total liabilities and equity	$310,579	$480,324	$ 23,435	$ 55,559	$ (377,354)	$492,543

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Balance Sheet
December 31, 2008

(in thousands except share data)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Assets:						
Cash and cash equivalents	$ —	$ 16,118	$ —	$ 4,918	$ —	$ 21,036
Accounts receivable, net	—	54,516	—	16,844	—	71,360
Intercompany accounts receivable	—	14,059	—	70	(14,129)	—
Inventory	—	954	—	12,923	—	13,877
Deferred tax assets	—	4,391	—	—	—	4,391
Other current assets	—	9,044	—	(651)	—	8,393
Total current assets	—	99,082	—	34,104	(14,129)	119,057
Property, plant and equipment, net	—	89,779	23,515	10,278	—	123,572
Capitalized software development costs	—	7,262	—	—	—	7,262
Goodwill	—	16,818	—	—	—	16,818
Intangibles, net	—	130,608	—	16,489	—	147,097
Deferred tax assets	—	88,572	—	34	—	88,606
Deferred financing costs	—	5,664	—	—	—	5,664
Investment in subsidiaries	287,809	57,687	—	—	(345,496)	—
Other long-term assets	—	19,959	—	—	—	19,959
Total assets	$287,809	$515,431	$ 23,515	$ 60,905	$ (359,625)	$528,035
Liabilities and Equity:						
Current portion of long-term debt	$ —	15,000	$ —	$ —	$ —	15,000

Accounts payable	—	21,580	—	1,533	—	23,113
Intercompany accounts payable	—	17	—	14,112	(14,129)	—
Accrued expenses	—	30,167	—	3,379	—	33,546
Income tax payable	—	—	—	—	—	—
Deferred revenue	—	168	—	3,484	—	3,652
Deferred tax liability	—	—	—	527	—	527
Total current liabilities	—	66,932	—	23,035	(14,129)	75,838
Asset retirement obligation	—	3,283	—	—	—	3,283
Long-term debt, net of current portion	—	127,751	—	—	—	127,751
Deferred tax liability	—	—	—	3,698	—	3,698
Other long-term liabilities	—	29,656	—	—	—	29,656
Total liabilities	—	227,622	—	26,733	(14,129)	240,226
Equity	287,809	287,809	23,515	34,172	(345,496)	287,809
Total liabilities and equity	$287,809	$515,431	$ 23,515	$ 60,905	$ (359,625)	$528,035

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Income
December 31, 2009

(in thousands)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Net product revenues	$ —	$ 301,099	$ —	$ 70,244	$ (19,040)	$ 352,303
License and other revenues	—	7,908	—	—	—	7,908
Total revenues	—	309,007	—	70,244	(19,040)	360,211
Cost of goods sold	—	141,154	—	62,730	(19,040)	184,844
Gross profit	—	167,853	—	7,514	—	175,367
General and administrative expenses	—	33,164	80	2,186	—	35,430
Sales and marketing expenses	—	38,111	—	4,226	—	42,337
Research and development expenses	—	43,535	—	1,096	—	44,631
In-process research and development	—	—	—	—	—	—
Operating income	—	53,043	(80)	6	—	52,969
Interest expense	—	(13,458)	—	—	—	(13,458)
Interest income	—	14	—	59	—	73
Other income, net	—	1,693	—	1,027	—	2,720
Equity in earnings of affiliates	20,352	1,849	—	—	(22,201)	—
Income before income taxes	20,352	43,141	(80)	1,092	(22,201)	42,304
Provision for income taxes	—	(22,789)	28	809	—	(21,952)
Net income (loss)	$ 20,352	$ 20,352	$ (52)	$ 1,901	$ (22,201)	$ 20,352

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Income
December 31, 2008

(in thousands)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Net product revenues	$ —	$ 504,802	$ —	$ 61,163	$ (34,225)	$ 531,740
License and other revenues	—	5,104	—	—	—	5,104
Total revenues	—	509,906	—	61,163	(34,225)	536,844
Cost of goods sold	—	219,812	—	58,909	(34,225)	244,496
Gross profit	—	290,094	—	2,254	—	292,348
Operating expenses						
General and administrative expenses	—	62,922	79	1,908	—	64,909
Sales and marketing expenses	—	40,307	—	5,423	—	45,730
Research and development expenses	—	34,233	—	449	—	34,682
In-process research and development	—	28,240	—	—	—	28,240
Operating income	—	124,392	(79)	(5,526)	—	118,787
Interest expense	—	(30,963)	—	(75)	—	(31,038)
Interest income	—	623	—	70	—	693
Other income, net	—	3,478	—	(528)	—	2,950
Equity in earnings (losses) of affiliates	42,786	(5,744)	—	—	(37,042)	—
Income before income taxes	42,786	91,786	(79)	(6,059)	(37,042)	91,392
Provision for						

income taxes	—	(49,000)	28	366	—	(48,606)
Net income (loss)	$ 42,786	$ 42,786	$ (51)	$ (5,693)	$ (37,042)	$ 42,786

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Cash Flows
December 31, 2009

	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Cash provided by operating activities	$ —	$ 90,890	$ —	$ 4,893	$ —	$ 95,783
Cash flows from investing activities						
Capital expenditures	—	(6,906)	—	(1,950)	—	(8,856)
Asset acquisitions	—	(29,495)	—	—	—	(29,495)
Cash used in investing activities	—	(36,401)	—	(1,950)	—	(38,351)
Cash flows from financing activities						
Payment on term loan	—	(49,102)	—	—	—	(49,102)
Proceeds from line of credit	—	28,000	—	—	—	28,000
Payment of line of credit	—	(28,000)	—	—	—	(28,000)
Cash (used in) provided by financing activities	—	(49,102)	—	—	—	(49,102)
Effect of foreign exchange rate on cash	—	—	—	2,114	—	2,114
Increase in cash and cash equivalents	$ —	$ 5,387	$ —	$ 5,057	$ —	$ 10,444
Cash and cash equivalents, beginning of year	$ —	$ 16,118	$ —	$ 4,918	$ —	$ 21,036

Cash and cash equivalents, end of year	$	—	$	21,505	$	—	$	9,975	$	—	$	31,480

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Consolidated Financial Statements (Continued)

21. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Cash Flows
December 31, 2008

	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Cash provided by operating activities	$ —	$ 162,820	$ —	$ 15,625	$ —	$ 178,445
Cash flows from investing activities						
Capital expenditures	—	(11,573)	—	(602)	—	(12,175)
Asset acquisitions	(245,400)	(503,381)	(23,594)	(56,884)	310,602	(518,657)
Cash used in investing activities	(245,400)	(514,954)	(23,594)	(57,486)	310,602	(530,832)
Cash flows from financing activities						
Proceeds from issuance of term loan	—	296,500	—	—	—	296,500
Payments on term loan	—	(153,749)	—	—	—	(153,749)
Debt issuance costs	—	(11,685)	—	—	—	(11,685)
Proceeds from issuance of common stock	245,400	237,186	23,594	49,822	(310,602)	245,400
Cash (used in) provided by financing activities	245,400	368,252	23,594	49,822	(310,602)	376,466
Effect of foreign exchange rate on cash	—	—	—	(3,043)	—	(3,043)
Increase in cash						

and cash equivalents	$ —	$ 16,118	$ —	$ 4,918	$ —	$ 21,036
Cash and cash equivalents, beginning of year	$ —	$ —	$ —	$ —	$ —	$ —
Cash and cash equivalents, end of year	$ —	$ 16,118	$ —	$ 4,918	$ —	$ 21,036

Lantheus MI Intermediate, Inc. and subsidiaries

Condensed Consolidated Balance Sheets (Unaudited)

(in thousands, except share data)	June 30, 2010	December 31, 2009
Assets		
Current assets		
Cash and cash equivalents	$ 23,645	$ 31,480
Accounts receivable, net	45,672	42,951
Inventory	21,371	19,611
Deferred tax assets	1,303	1,167
Income tax receivable	2,883	—
Other current assets	3,894	2,905
Total current assets	98,768	98,114
Property, plant and equipment, net	121,041	122,760
Capitalized software development costs, net	4,489	4,802
Goodwill	16,818	16,818
Intangibles, net	136,014	147,011
Deferred tax assets	77,740	79,099
Deferred financing costs	10,673	3,038
Other non-current assets	23,948	20,901
Total assets	$ 489,491	$ 492,543
Liabilities and Stockholder's Equity		
Current liabilities		
Current portion of long-term debt	$ —	$ 30,000
Accounts payable	24,895	19,995
Accrued expenses	17,935	18,360
Income tax payable	—	1,453
Deferred revenue	7,606	4,750
Total current liabilities	50,436	74,558
Asset retirement obligation	3,959	3,746
Long-term debt, net of current portion	250,000	63,649
Deferred tax liabilities	1,954	2,199
Deferred revenue	4,001	5,335
Other long-term liabilities	28,626	32,477
Total liabilities	338,976	181,964
Commitments and contingencies (see Note 13)		
Stockholder's equity		
Common stock ($0.001 par value, 10,000 shares authorized; 1 share issued and outstanding)	—	—
Additional paid-in capital	150,272	247,883
Retained earnings	860	63,138
Accumulated other comprehensive loss	(617)	(442)
Total stockholder's equity	150,515	310,579
Total liabilities and stockholder's equity	$ 489,491	$ 492,543

Lantheus MI Intermediate, Inc. and subsidiaries

Condensed Consolidated Statements of Income (Unaudited)

(in thousands)	Six Months Ended June 30, 2010	2009
Revenues		
Net product revenues	$ 158,463	$ 196,922
License and other revenues	4,104	3,949
Total revenues	162,567	200,871
Cost of goods sold	85,694	94,289
Gross profit	76,873	106,582
Operating expenses		
General and administrative expenses	14,626	19,402
Sales and marketing expenses	23,072	21,764
Research and development expenses	23,122	21,925
Total operating expenses	60,820	63,091
Operating income	16,053	43,491
Interest expense	(7,136)	(7,847)
Loss on early extinguishment of debt	(3,057)	—
Interest income	82	32
Other income (expense), net	(110)	1,462
Income before income taxes	5,832	37,138
Provision for income taxes	(2,412)	(18,461)
Net income	$ 3,420	$ 18,677

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Lantheus MI Intermediate, Inc. and subsidiaries

Condensed Consolidated Statements of Cash Flows (Unaudited)

(in thousands)	Six months ended June 30, 2010	2009
Cash flow from operating activities		
Net income	$ 3,420	$ 18,677
Adjustments to reconcile net income to cash flow from operating activities		
Depreciation	5,562	5,245
Amortization	11,853	14,567
Amortization of deferred financing charges	947	1,836
Write-off of deferred financing charges	2,278	—
Provision for excess and obsolete inventory	2,199	2,161
Stock-based compensation	576	467
Deferred income taxes	977	6,415
Accretion of asset retirement obligation	213	184
Long-term income tax receivable	4,186	(1,250)
Long-term income tax payable	(3,850)	1,250
Increase (decrease) in cash from operating assets and liabilities		
Accounts receivable	(2,767)	23,552
Prepaid expenses and other assets	(967)	6,081
Inventory	(11,231)	(10,998)
Deferred revenue	1,525	8,946
Accounts payable	5,040	(607)
Income tax payable	(4,336)	(2,057)
Accrued expenses and other liabilities	(2,983)	(13,529)
Cash provided by operating activities	12,642	60,940
Cash flows from investing activities		
Capital expenditures	(4,171)	(3,939)
Asset acquisitions	(215)	(28,789)
Cash used in investing activities	(4,386)	(32,728)
Cash flows from financing activities		
Proceeds from issuance of debt, net	243,658	—
Payments on term loan	(93,649)	(7,927)
Proceeds from line of credit	—	13,000
Payments of deferred financing costs	(2,370)	—
Payment of dividend	(163,776)	—
Cash (used in) provided by financing activities	(16,137)	5,073
Effect of foreign exchange rate on cash	46	657
(Decrease) increase in cash and cash equivalents	(7,835)	33,942
Cash and cash equivalents, beginning of period	31,480	21,036
Cash and cash equivalents, end of period	$ 23,645	$ 54,978
Supplemental disclosure of cash flow information		
Interest paid	$ 2,720	$ 6,007
Income taxes paid	$ 4,768	$ 4,472

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Condensed Consolidated Financial Statements

(Unaudited)

1. Description of Business and Basis of Presentation

Description of Business

On January 8, 2008, Lantheus MI Holdings, Inc. ("LMI Holdings") acquired the Bristol-Myers Squibb ("BMS") Medical Imaging business for an aggregate purchase price of $518.7 million, including transaction costs of $14.7 million. The business, now known as Lantheus MI Intermediate, Inc. and its wholly-owned subsidiaries (the "Company" or "Lantheus"), was purchased through a stock and asset purchase agreement, in which LMI Holdings purchased the stock at approximately $487.9 million and certain assets and liabilities for $30.8 million. The acquisition included employees in the United States and other countries dedicated to the Company, related product patent and developed technology and certain other assets, including the manufacturing facilities located in North Billerica, Massachusetts. The Company is a wholly-owned subsidiary of LMI Holdings.

The Company manufactures, markets, sells and distributes medical imaging products globally with operations in the United States, Puerto Rico, Canada and Australia and distribution relationships in Europe, Asia Pacific and Latin America. The Company provides medical imaging products primarily focused on cardiovascular diagnostic imaging to nuclear physicians, cardiologists, radiologists, internal medicine physicians, independent delivery networks, group purchasing organizations and technologists/sonographers working in a variety of clinical settings.

The Company's principal products include Cardiolite®, a myocardial perfusion imaging agent, DEFINITY®, an ultrasound contrast agent, and TechneLite®, a generator that provides the radioisotope used to radiolabel Cardiolite and other radiopharmaceuticals. In the U.S., Cardiolite, DEFINITY and TechneLite are marketed through an internal sales force and sold through distributors to radiopharmacies and end users. Radiopharmacies reconstitute certain of the products into patient specific unit dose syringes which are then sold directly to hospitals and clinics. In addition, the Company recently launched ABLAVAR®, a magnetic resonance angiography ("MRA") agent, which is currently marketed primarily through a contract sales force and distributors. Internationally, these products are marketed through an internal sales force and sold through Company-owned radiopharmacies in certain countries and elsewhere through distributors.

Basis of Presentation

The condensed consolidated balance sheet as of June 30, 2010, the condensed consolidated statements of income and cash flows for the six-month periods ended June 30, 2010 and 2009 of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial reporting and in accordance with the rules of Article 10 of Regulation S-X of the Securities and Exchange Commission. Accordingly, they do not include all of the information and note disclosures required by U.S. GAAP for complete financial statements. These condensed consolidated financial statements are unaudited but include all normal recurring adjustments, which Company management believes to be necessary for fair presentation of the periods presented. The results of the Company's operations for any interim period are not necessarily indicative of the results of the Company's operations for any other interim period or for a full year.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted. These condensed consolidated financial

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

1. Description of Business and Basis of Presentation (Continued)

statements should be read in conjunction with the Company's consolidated financial statements and notes to the consolidated financial statements for the year ended December 31, 2009. The balance sheet as of December 31, 2009 has been derived from the audited financial statements at that date but does not include all of the information and footnotes required by U.S. GAAP for complete financial statements.

The condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Subsequent Events

The Company has evaluated subsequent events through October 4, 2010, the date that the Company's consolidated financial statements were available for issuance.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The more significant estimates reflected in the Company's financial statements include certain judgments regarding revenue recognition, goodwill and intangible asset valuation, inventory valuation, asset retirement obligations, reserves for uncertain tax positions, deferred tax assets and liabilities, accrued expenses and stock-based compensation. Actual results could materially differ from those estimates or assumptions.

Revenue Recognition

The Company recognizes revenue when evidence of an arrangement exists, title has passed, substantially all the risks and rewards of ownership have transferred to the customer, the selling price is fixed or determinable, and collectibility is reasonably assured. For transactions for which revenue recognition criteria have not yet been met, the respective amounts are recorded as deferred revenue until such point in time criteria are met and revenue can be recognized. Revenue is recognized net of reserves, which consist of allowances for returns, sales rebates, and chargebacks.

Revenue arrangements with multiple elements are divided into separate units of accounting if certain criteria are met, including whether the delivered element has stand-alone value to the customer and whether there is objective and reliable evidence of the fair value of the undelivered items. Supply or service transactions may involve the charge of a nonrefundable initial fee with subsequent periodic payments for future products or services. The up-front fees, even if nonrefundable, are earned as the products and/or services are delivered and performed over the term of the arrangement.

In January 2010, the Company launched a new medical imaging product, ABLAVAR, which was acquired by the Company in April 2009. Because the Company was not assured that the price was fixed and determinable and due to the inability to reasonably estimate product returns, the Company has

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

2. Summary of Significant Accounting Policies (Continued)

deferred recognition of $2.9 million of revenue relating to ABLAVAR shipments and has included the corresponding cost within inventory as of June 30, 2010.

Goodwill, Intangibles and Long-Lived Assets

Goodwill is not amortized but reviewed annually for impairment at October 31 as well as whenever events or changes in circumstances suggest that the carrying amount may not be recoverable. The Company's impairment measurement is performed by first comparing the fair value of the business to the carrying value. If the fair value is less then a second step is performed to derive the implied fair value of the goodwill. The Company's estimate of the fair value will depend on the future cash flows of the business, as well as utilization of the market valuation approach through comparison of similar companies with comparable business factors such as size, growth and profitability by assessing revenue and operating income multiples. A combination of the two methods is utilized to derive the fair value of the business in order to decrease the inherent risk associated with each model if used independently. If the fair value were to decline, then the Company may be required to incur material charges relating to the impairment of those assets. There have been no events or changes in circumstances subsequent to October 31, 2009 that would suggest the carrying amount is not recoverable.

The Company performs impairment testing for intangible and long-lived assets whenever events or changes in circumstances suggest that the carrying value of an asset or group of assets may not be recoverable. The Company measures the recoverability of assets to be held and used by comparing the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment equals the amount by which the carrying amount of the assets exceeds the fair value of the assets. Any impairments are recorded as permanent reductions in the carrying amount of the assets.

Foreign Currency Translation

The statements of income of the Company's foreign subsidiaries are translated into U.S. dollars using average exchange rates. The net assets of the Company's foreign subsidiaries are translated into U.S. dollars using the end of period exchange rates. The impact from translating the net assets of these subsidiaries at changing rates are recorded in the foreign currency translation adjustment account, which is included in accumulated other comprehensive loss, within stockholder's equity.

Foreign currency transaction gains and losses are recognized as they occur within earnings. For the six months ended June 30, 2010, the Company recorded a loss of approximately $662,000 resulting from foreign currency transactions. For the six months ended June 30, 2009, the Company recorded a loss of approximately $38,000 resulting from foreign currency transactions. These losses are reported as a component of other income, net.

Accounting for Stock-Based Compensation

The Company's stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which generally represents the vesting period, and includes an estimate of the awards that will be forfeited. The Company uses the Black-Scholes valuation model for estimating the fair value of stock options. The fair

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

2. Summary of Significant Accounting Policies (Continued)

value of stock option awards is affected by the valuation assumptions, including the expected volatility based on comparable market participants, expected term of the option, risk-free interest rate and expected dividends. When a contingent cash settlement of vested options becomes probable, the Company reclassifies its vested awards to a liability and accounts for any incremental compensation cost in the period in which the settlement becomes probable.

Recent Accounting Standards

In October 2009, the Financial Accounting Standards Board ("FASB") issued an update to the accounting standard for revenue recognition related to multiple-element arrangements, which in certain instances requires companies to allocate revenue in arrangements involving multiple deliverables based on the estimated selling price of each deliverable, even though such deliverables are not sold separately either by the company itself or other vendors. This standard eliminates the requirement that all undelivered elements must have objective and reliable evidence of fair value before a company can separate the portion of the overall arrangement fee that is attributable to items that already have been delivered. The Company will adopt this standard in the first quarter of 2011 and the adoption is not expected to have a material effect on its consolidated financial statements.

3. Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, financial instruments are categorized based on a hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the company has the ability to access at the measurement date.

Level 2—Inputs include quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability (i.e., interest rates, yield curves, etc.) and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

Level 3—Unobservable inputs that reflect the Company's assumptions about the assumptions that market participants would use in pricing the asset or liability. The Company develops these inputs based on the best information available, including its own data.

The Company's financial assets that are measured at fair value on a recurring basis are comprised of U.S. governmental agency and money market securities and are classified as cash equivalents. The Company invests excess cash from its operating cash accounts in overnight investments and reflects

Lantheus MI Intermediate, Inc. and subsidiaries

Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

3. Fair Value of Financial Instruments (Continued)

these amounts in cash and cash equivalents on the consolidated balance sheet using quoted prices in active markets for identical assets (Level 1).

(in thousands)	Total fair value at June 30, 2010	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash equivalents				
U.S. Treasuries	$ 12,426	$ 12,426	$ —	$ —
Money Market	1,801	1,801	—	—
	$ 14,227	$ 14,227	$ —	$ —

(in thousands)	Total fair value at December 31, 2009	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Cash equivalents				
U.S. Treasuries	$ 21,937	$ 21,937	$ —	$ —
Money Market	2,002	2,002	—	—
	$ 23,939	$ 23,939	$ —	$ —

4. Income Taxes

The Company provides for income taxes at the end of each interim period based on the estimated effective tax rate for the full fiscal year. The Company's effective tax rate varies from the statutory rate principally due to the rate impact of uncertain tax positions and state taxes. Cumulative adjustments to the tax provision are recorded in the interim period in which a change in the estimated annual effective rate is determined. The Company's tax expense was $2.4 million and $18.5 million for the six months ended June 30, 2010 and June 30, 2009, respectively, on pre-tax income of $5.8 million and $37.1 million for the respective periods.

The Company has a tax indemnification agreement with BMS related to certain tax obligations arising prior to the acquisition of the Company, for which the Company has the primary legal obligation. The tax indemnification receivable is recognized within other noncurrent assets. The changes in the tax indemnification asset are recognized within other income, net in the statement of income. In accordance with the Company's accounting policy, the change in the tax liability and penalties and interest associated with these obligations (net of any offsetting federal or state benefit) is recognized within the tax provision. Accordingly, as these reserves change, adjustments are included in the tax provision while the offsetting adjustment is included in other income. Assuming that the receivable from BMS continues to be considered recoverable by the Company, there is no net effect on earnings related to these liabilities and no net cash outflows.

4. Income Taxes (Continued)

During the six months ended June 30, 2010, BMS, on behalf of the Company, made payments totaling $4.6 million to two states in connection prior year state income tax filings. As a result of these payments, the amount due from BMS, included within Other non-current assets, and the income tax liability, included within Other long-term liabilities, decreased by $5.1 million which represents the total cash payments of $4.6 million and a reduction in the reserve of $491,000 representing the difference between amounts paid and amounts originally estimated. There were no resolutions associated with uncertain state tax positions in the first six months of 2009.

5. Inventory

Inventory, classified in inventory or other non-current assets, consisted of the following:

(in thousands)	June 30, 2010	December 31, 2009
Raw materials	$ 6,155	$ 6,751
Work in process	6,185	1,849
Finished goods	16,264	11,011
Inventory	$ 28,604	$ 19,611

Reserves for excess and obsolete inventory were $3.7 million and $3.6 million, as of June 30, 2010 and December 31, 2009, respectively.

At June 30, 2010 and December 31, 2009 the inventory balances reflect approximately $9.3 million and $6.0 million, respectively, of finished products and materials related to ABLAVAR which was a product that was commercially launched in January 2010. The company entered into an agreement with a supplier to provide Active Pharmaceutical Ingredient ("API") and finished products for ABLAVAR under which the Company is required to purchase quarterly minimum quantities ranging from $6.3 million to $7.5 million of API inventory through September 2012. The supply agreement is designed to meet the expected demand of the product. In addition to the minimum commitment, the Company, at its discretion, can manufacture API into finished product for an additional charge per vial. The Company records the inventory when it takes delivery, at which time the Company assumes title and risk of loss. The Company includes within current assets the amount of inventory that will be utilized within twelve months. Inventory that will be utilized after twelve months is classified within other non-current assets. At June 30, 2010, approximately $7.2 million of inventory was included in other non-current assets.

As noted above, ABLAVAR, an MRA agent, was commercially launched in January 2010. The Company is still addressing the marketing and sales strategies to achieve the expected market penetration. The revenues for this product through June 30, 2010 have not been significant. Based on the expected market penetration and management's estimates of projected sales, coupled with the potential aggregate 6 year shelf life of the finished product and the API, the Company believes that it will be able to use its committed supply. In the event that the Company does not meet its sales expectations for ABLAVAR or cannot sell the product it is committed to purchase prior to its expiration, the Company would incur inventory losses and/or losses on its purchase commitments.

6. Property, Plant and Equipment, net

Property, plant and equipment consisted of the following:

(in thousands)	June 30, 2010	December 31, 2009
Land	$ 22,450	$ 22,450
Buildings	60,978	60,695
Machinery, equipment and fixtures	57,112	55,905
Construction in progress	7,313	4,989
Accumulated depreciation	(26,812)	(21,279)
Property, plant and equipment, net	$ 121,041	$ 122,760

7. Asset Retirement Obligations

The fair value of a liability for asset retirement obligations is recognized in the period in which the liability is incurred. The liability is measured at present value of the obligation when incurred and is adjusted in subsequent periods as accretion expense is recorded. The corresponding asset retirement costs are capitalized as part of the carrying value of the related long-lived assets and depreciated over the asset's useful life.

The Company considered the U.S. legal obligation to remediate its facilities upon a decommissioning of its radioactive-related operations as an asset retirement obligation. The U.S. operations of the Company have radioactive production facilities at its North Billerica, Massachusetts and San Juan, Puerto Rico sites.

The following is a reconciliation of the Company's asset retirement obligations for the six months ended June 30, 2010:

(in thousands)	
Balance at January 1, 2010	$ 3,746
Capitalization	—
Accretion expense	213
Balance at June 30, 2010	$ 3,959

8. Intangibles, net

Intangibles, net consisted of the following:

	June 30, 2010				
(in thousands)	Cost	Accumulated amortization	Net	Weighted Average Useful Life	Amortization Method
Trademarks	$ 53,390	$ 8,586	$ 44,804	16 years	Straight-line
Customer relationships	113,480	54,181	59,299	19 years	Accelerated
Patent rights, know-how	29,710	3,449	26,261	11 years	Straight-line
Patents	42,780	37,130	5,650	2 years	Straight-line
	$ 239,360	$ 103,346	$ 136,014		

	December 31, 2009				
(in thousands)	Cost	Accumulated amortization	Net	Weighted Average Useful Life	Amortization Method
Trademarks	$ 53,390	$ 6,856	$ 46,534	16 years	Straight-line
Customer relationships	113,480	46,453	67,027	19 years	Accelerated
Patent rights, know-how	29,495	2,069	27,426	11 years	Straight-line
Patents	42,780	36,756	6,024	2 years	Straight-line
	$ 239,145	$ 92,134	$ 147,011		

On April 6, 2009, the Company acquired the U.S., Canadian and Australian territory rights to a Gadolinium-based blood pool contrast agent, ABLAVAR (formerly known asVasovist®), from EPIX Pharmaceuticals, Inc. for an aggregate purchase price of $32.6 million, including drug product and active pharmaceutical ingredient inventory. ABLAVARwas approved by the FDA in December 2008 and commercially launched by the Company in early January 2010 after final FDA approval of its product label. In June 2010, the Company acquired the rest of world rights of ABLAVAR for an aggregate purchase price of $215,000.

These acquisitions were accounted for as asset purchases and consisted of $28.2 million in patents, $500,000 in manufacturing know-how acquired from a different party, and $4.1 million in inventory. The acquired patents are being amortized over approximately 11 years which approximates the expected patent life. The manufacturing know-how is being amortized over 3.5 years which represents the expected useful term of such know-how. In conjunction with the acquisition, the Company incurred and capitalized $1.0 million in legal and other related costs which are being amortized over the expected patent life. The Company recorded amortization expense for its intangible assets of $11.2 million for the six months ended June 30, 2010.

8. Intangibles, net (Continued)

Expected future amortization expense related to the intangible assets is as follows (in thousands):

Remainder of 2010	$ 11,325
2011	19,859
2012	15,358
2013	13,578
2014	12,297
2015 and thereafter	63,597
	$ 136,014

9. Accrued Expenses

Accrued expenses are comprised of the following:

(in thousands)	June 30, 2010	December 31, 2009
Compensation and benefits	$ 5,778	$ 7,872
Accrued professional fees	3,890	2,031
Research and development services	2,251	2,680
Freight and distribution	3,477	3,600
Marketing expense	1,426	1,129
Accrued rebates	378	427
Other	735	621
	$ 17,935	$ 18,360

10. Financing Arrangements

On May 10, 2010, Lantheus Medical Imaging, Inc. (the "Issuer"), a wholly owned subsidiary of the Company, issued $250.0 million of 9.750% Senior Notes due in 2017 (the "Notes" or "Refinancing") at face value, net of issuance costs of $6.3 million. The Notes were issued under an indenture, dated May 10, 2010 (the "Indenture"). The net proceeds of the Notes were used to repay $77.9 million due under the outstanding credit agreement at the Issuer and issue a $163.8 million dividend, which utilized $65.7 million of retained earnings and $98.1 million of additional paid in capital, to LMI Holdings to repay a $75.0 million demand note it issued and for LMI Holdings to repurchase $90.0 million of LMI Holdings' Series A Preferred Stock at the accreted value. The Notes mature on May 15, 2017. Interest on the Notes will accrue at a rate of 9.750% per annum and will be payable semiannually in arrears on May 15 and November 15, commencing on November 15, 2010.

Registration Rights

In connection with the issuance of the Notes, the Issuer and the guarantors (including the Company) entered into a registration rights agreement dated May 10, 2010, with the initial purchasers of the Notes. Under the terms of the registration rights agreement, the Issuer and the guarantors are required to file with the Securities and Exchange Commission an exchange offer registration statement

10. Financing Arrangements (Continued)

and use commercially reasonable efforts to cause the exchange offer to be declared effective within 365 days following the issuance of the Notes, or by May 10, 2011, thereby enablingholders to exchange the Notes for registered Notes with terms substantially identical to the terms of the original Notes. If the notes remain unregistered after 365 days, the interest rate shall increase 0.25% per annum for 90 days and continue to increase by 0.25% per annum for each 90 day period thereafter.

Redemption

The Issuer can redeem the Notes at 100% of the principal amount on May 15, 2016 or thereafter. The Issuer may also redeem the Notes prior to May 15, 2016 depending on the timing of the redemption during the twelve month period beginning May 15 of each of the years indicated below:

Year	Percentage
2014	104.875%
2015	102.438%
2016	100.000%

In addition, at any time prior to May 15, 2013, the Issuer may, at its option, redeem up to 35% of the aggregate principal amount of Notes issued at 109.750% of the principal amount thereof, plus accrued and unpaid interest and, if the notes remain unregistered, additional interest (as defined in the Indenture) thereon, if any, to, but not including, the redemption date, subject to the right of holders of record on such date to receive any interest due, using proceeds of an equity offering, provided that at least 65% of the aggregate principal amount of the Notes remains outstanding immediately after such redemption and that such redemption occurs within 90 days of each equity offering (as defined in the Indenture).

At any time prior to May 15, 2014, the Issuer may also redeem all or a part of the Notes, with notice, at a redemption price equal to 100% of the principal amount thereof of the Notes redeemed plus the applicable premium (as defined in the Indenture) as of, and accrued and unpaid interest and additional interest (as defined in the Indenture), if any, to, but not including, the redemption date, subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date.

Upon a change of control (as defined in the Indenture), the Company will be required to make an offer to purchase each holder's Note at a price of 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase.

If the Issuer or its subsidiaries engage in asset sales (as defined in the Indenture), they generally must either invest the net cash proceeds from such sales in such business within a specified period of time, prepay certain indebtedness or make an offer to purchase a principal amount of the Notes equal to the excess net cash proceeds (as defined in the Indenture), subject to certain exceptions.

The Notes are unsecured and are equal in right of payment to all of the existing and future senior debt, including borrowing under its secured credit facilities, subject to the security interest thereof. The Issuer's obligations under the Notes are fully and unconditionally guaranteed, jointly and severally, on an unsecured senior basis by the Company and by certain of the Issuer's subsidiaries, and the

10. Financing Arrangements (Continued)

obligations of such guarantors under their guarantees are equal in right of payment to all of their existing and future senior debt.

Revolving Line of Credit

In connection with the Refinancing, the Issuer's previous revolving line of credit was replaced with a new $42.5 million revolving credit facility ("Revolver") with the ability to request the lenders to increase the facility by an additional amount of up to $15.0 million at the discretion of the Lenders. Interest on the revolving credit facility will be at either LIBOR plus 4% or the Reference Rate (as defined in the Credit Agreement) plus 2.5%.

At June 30, 2010, there were no amounts outstanding under the Revolver and our aggregate borrowing capacity was $42.5 million.

Covenants

The Indenture and the credit agreement that governs the Revolver, contain affirmative and negative covenants, as well as restrictions on the ability of the Company, the Issuer and the Issuer's subsidiaries: to (i) incur additional indebtedness or issue preferred stock; (ii) repay subordinated indebtedness prior to its stated maturity; (iii) pay dividends on, repurchase or make distributions in respect of its capital stock or make other restricted payments; (iv) make certain investments; (v) sell certain assets; (vi) create liens; (vii) consolidate, merge, sell or otherwise dispose of all or substantially all of our assets; and (viii) enter into certain transactions with our affiliates. The Company is required to comply with financial covenants, including total leverage ratio and interest coverage ratio, beginning with the quarter ending September 30, 2010, as well as limitations on the amount of capital expenditures. The financial ratios are driven by the Company's earnings before interest, taxes, depreciation and amortization ("EBITDA"). The total leverage ratio is the financial covenant that is currently the most restrictive.

Financing Costs

The Issuer incurred and capitalized $10.9 million in direct financing fees, consisting primarily of underwriting fees and expenses, legal fees, accounting fees and printing costs in connection with the transaction. At June 30, 2010, this total included approximately $2.1 million of accrued costs. The total amount will be amortized over the life of the Notes and the Revolver, as appropriate, using the effective-interest method.

In connection with the Refinancing, the Company incurred a loss on the extinguishment of debt of approximately $3.1 million, which consisted of a non-cash write-off of deferred financing charges of $2.3 million and a prepayment penalty of approximately $779,000.

11. Stock-Based Compensation

The Company's employees are eligible to receive awards from the LMI Holdings 2008 Equity Incentive Plan (the "2008 Plan"). The 2008 Plan is administered by the LMI Holdings Board of Directors. The 2008 Plan permits the granting of nonqualified stock options, stock appreciation rights ("SARs"), restricted stock and restricted stock units to its employees, officers, directors and consultants of the Company or any subsidiary of the Company. The maximum number of shares that may be issued pursuant to awards under the 2008 Plan at June 30, 2010 is 5,025,100. Option awards are granted with an exercise price equal to the fair value of LMI Holdings' stock at the date of grant. Time based option awards vest generally over five years, and performance based option awards vest based on the achievement of certain annual EBITDA targets over a five-year period. The Company recognizes compensation costs for its time based awards on a straight-line basis equal to the vesting period. The compensation cost for performance based awards is recognized on a graded vesting basis, based on the probability of achieving performance targets over the requisite service period for the entire award. The fair value of each option award was estimated on the date of grant using a Black-Scholes valuation model that uses the assumptions noted in the following table. Expected volatilities are based on the historical volatility of a selected peer group. The expected term of options represents the period of time that options granted are expected to be outstanding based on a combination of the Company's historical option patterns and expectations of future employee actions. The risk-free interest rate assumption is the seven-year U.S. Treasury rate at the date of the grant which most closely resembles the expected life of the options.

	Six Months Ended June 30,	
	2010	2009
Expected volatility	37 - 39%	42%
Expected dividends	—	—
Expected life (in years)	6.5	6.5
Risk-free interest rate	3 - 3.3%	2.4%

A summary of option activity for 2010 is presented below:

	Time Based	Performance Based	Total Option Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term in Years	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2010	2,548,100	2,403,967	4,952,067	$ 2.24	8.3	$ 39,700
Options granted	140,000	140,000	280,000	$ 10.26		
Options cancelled	(10,000)	—	(10,000)	$ 2.00		
Options forfeited and expired	(187,500)	(187,500)	(375,000)	$ 2.00		
Outstanding at June 30, 2010	2,490,600	2,356,467	4,847,067	$ 2.70	7.9	$ 36,600
Vested and expected to vest at June 30, 2010	2,482,427	2,340,780	4,823,207	$ 2.72	7.9	$ 36,400
Exercisable at						

June 30, 2010	975,460	1,168,427	2,143,887	$ 3.06	8.0	$ 15,400

11. Stock-Based Compensation (Continued)

The weighted average grant-date fair value of options granted during the six months ended June 30, 2010 was $4.49. The weighted average grant-date fair value of options granted during the six months ended June 30, 2009 was $3.11. No options were exercised in either the six months ended June 30, 2010 or 2009.

Stock-based compensation expense was recognized in the consolidated statements of income as follows:

	Six Months Ended June 30,	
(in thousands)	2010	2009
Cost of goods sold	$ 40	$ 35
General and administrative	284	332
Sales and marketing	86	45
Research and development	166	55
Total stock-based compensation expense	$ 576	$ 467

As stock-based compensation expense recognized in the consolidated statement of income for six months ended June 30, 2010 and 2009 was based on awards ultimately expected to vest, it was reduced for estimated pre-vesting forfeitures as required.

As of June 30, 2010, there was approximately $2.4 million of total unrecognized compensation costs related to non-vested stock options granted under the 2008 Plan. These costs are expected to be recognized over a weighted-average remaining period of 2.7 years, assuming performance criteria are met, if applicable.

12. Comprehensive Income

The components of comprehensive income are as follows:

	Six Months Ended June 30,	
(in thousands)	2010	2009
Net income	$ 3,420	$ 18,677
Changes in accumulated other comprehensive income:		
Unrealized foreign currency translation (losses) gains	(175)	624
Total comprehensive (loss) income	$ 3,245	$ 19,301

13. Stockholders' Equity

The Changes in consolidated stockholders' equity for the six months ended June 30, 2010 are as follows:

(in thousands, except share data)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholder's Equity
Balance at January 1, 2010	1	$ —	$ 247,883	$ 63,138	$ (442)	$ 310,579
Comprehensive income						
Dividend paid to LMI Holdings (see Note 10)	—	—	(98,078)	(65,698)	—	(163,776)
Net income	—	—	—	3,420	—	3,420
Foreign currency translation, net of tax	—	—	—	—	(175)	(175)
Total other comprehensive income						$ 3,245
Stock-based compensation	—	—	467	—	—	467
Balance at June 30, 2010	1	$ —	$ 150,272	$ 860	$ (617)	$ 150,515

14. Legal Proceedings and Contingencies

From time to time the Company is involved in legal and administrative proceedings, investigations or claims of various types. While any such matter contains an element of uncertainty, management believes that the outcome of such proceedings, investigations or claims which are pending or known to be threatened, individually or in aggregate, are not expected, in the opinion of management, to have a material adverse effect on the Company's financial position, cash flow and results.

15. Related Party Transactions

Avista Capital Partners and its affiliates ("Avista"), the majority shareholder of LMI Holdings, provide certain advisory services to the Company pursuant to an advisory services and monitoring agreement. The Company is required to pay an annual fee of $1.0 million and other reasonable and customary advisory fees, as applicable, paid on a quarterly basis. The initial term of the agreement is seven years. Upon termination, all remaining amounts owed under the agreement shall become due immediately. There are no outstanding amounts owed at June 30, 2010 or December 31, 2009.

Effective June 30, 2009, the Company entered into a Master Services Agreement with Quintiles Commercial US, Inc. ("Quintiles") (formerly known as Innovex Inc.) to provide a contract sales force in connection with the launch and promotion of Ablavar. As of June 30, 2010, the Company has incurred costs associated with this contract of approximately $2.9 million. The Master Services Agreement was extended on June 11, 2010 and is scheduled to terminate on September 30, 2011. A son of the Company's Chairman of the Board was a Director of Business Development for Quintiles during part of the term of the agreement. He left Quintiles in June 2010 prior to the contract extension.

15. Related Party Transactions (Continued)

In March 2010, the Company engaged a tax and financial services consulting firm, to advise the Company about compliance requirements under the Sarbanes-Oxley Act. The Company expects to spend over $125,000 in connection with the engagement. As of June 30, 2010, we have incurred costs associated with this engagement of approximately $50,000. A son of the Company's Vice President of Finance and Information Technology and Treasurer, is a Vice President of the consulting firm.

16. Segment Information

The Company has five operating segments, which are: United States, Canada, Australia, United Kingdom and Puerto Rico. The Company's segments derive revenues through the manufacturing, marketing, selling and distribution of medical imaging products, focused primarily on cardiovascular diagnostic imaging. In the six months ended June 30, 2010 and 2009, no single operating segment, outside of the United States, accounted for more than 10% of total sales, 10% of net income or 10% of total assets. Accordingly, the Company reports the U.S. reporting segment separately and the non-U.S. operating segments as All Other.

Selected information for each reportable segment are as follows (in thousands):

	Six Months Ended June 30,	
(in thousands)	**2010**	**2009**
Revenue		
U.S.	$ 139,996	$ 180,147
All Other	38,143	32,640
Total revenue, including inter-segment	178,139	212,787
Less: Inter-segment revenue	(15,572)	(11,916)
	$ 162,567	$ 200,871
Revenues from external customers		
Cardiolite	$ 27,166	$ 59,035
Technelite	41,535	69,682
DEFINITY	28,707	18,465
Other	27,016	21,049
Total U.S.	124,424	168,231
All Other	38,143	32,640
	$ 162,567	$ 200,871
Operating income/(loss)		
U.S.	$ 12,967	$ 40,988
All Other	2,457	(4,502)
Total operating income, including inter-segment	15,424	36,486
Inter-segment operating income (loss)	629	7,005
	$ 16,053	$ 43,491

16. Segment Information (Continued)

Asset information for the Company's reportable segments as of June 30, 2010 and December 31, 2009 is as follows (in thousands):

	June 30, 2010	December 31, 2009
Assets		
U.S.	$ 448,055	$ 441,229
All Other	41,436	51,314
	$ 489,491	$ 492,543

No individual country includes assets of greater than 10% other than the U.S.

17. Guarantor Financial Information

The 9.75% senior subordinated notes due 2017 (see Note 10) are guaranteed by certain of our consolidated subsidiaries (the "Guarantor Subsidiaries"). The guarantees are full and unconditional and joint and several. The following supplemental financial information sets forth, on a condensed consolidating basis, unaudited balance sheet as of June 30, 2010, and the related unaudited statements of operations and cash flows for each of the six month periods ended June 30, 2010 and 2009 for the Parent, the Issuer, the Guarantor Subsidiary and our other subsidiaries, or the Non-Guarantor Subsidiaries. The supplemental financial information reflects the investments of the Parent in the Issuer, and the Company's investment in the Guarantor Subsidiary and Non-Guarantor Subsidiaries using the equity method of accounting.

17. Guarantor Financial Information (Continued)

Condensed Consolidating Balance Sheet (Unaudited)
June 30, 2010

(in thousands except share data)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Assets						
Cash and cash equivalents	$ —	$ 12,543	$ —	$ 11,102	$ —	$ 23,645
Accounts receivable, net	—	30,766	—	14,906	—	45,672
Intercompany accounts receivable	—	8,578	—	—	(8,578)	—
Inventory	—	14,293	—	7,078	—	21,371
Deferred tax assets	—	1,233	—	70	—	1,303
Income tax receivable	—	3,560	—	(677)	—	2,883
Other current assets	—	3,534	—	360	—	3,894
Total current assets	—	74,507	—	32,839	(8,578)	98,768
Property, plant and equipment, net	—	87,072	23,395	10,574	—	121,041
Capitalized software development costs, net	—	4,480	—	9	—	4,489
Goodwill	—	16,818	—	—	—	16,818
Intangibles, net	—	124,532	—	11,482	—	136,014
Deferred tax assets	—	77,540	—	200	—	77,740
Deferred financing costs	—	10,673	—	—	—	10,673
Investment in subsidiaries	150,515	60,117	—	—	(210,632)	—
Other non-current assets	—	23,948	—	—	—	23,948
Total assets	$150,515	$479,687	$ 23,395	$ 55,104	$ (219,210)	$489,491
Liabilities and equity						
Accounts payable	$ —	$ 22,334	$ —	$ 2,561	$ —	$ 24,895

Intercompany accounts payable	—	—	—	8,578	(8,578)	—
Accrued expenses	—	15,702	—	2,233	—	17,935
Deferred revenue	—	5,614	—	1,992	—	7,606
Total current liabilities	—	43,650	—	15,364	(8,578)	50,436
Asset retirement obligation	—	3,855	—	104	—	3,959
Long-term debt, net of current portion	—	250,000	—	—	—	250,000
Deferred tax liability	—	—	—	1,954	—	1,954
Deferred revenue	—	4,001	—	—	—	4,001
Other long-term liabilities	—	27,666	—	960	—	28,626
Total liabilities	—	329,172	—	18,382	(8,578)	338,976
Equity	150,515	150,515	23,395	36,722	(210,632)	150,515
Total liabilities and equity	$150,515	$479,687	$ 23,395	$ 55,104	$ (219,210)	$489,491

17. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Income (Unaudited)
June 30, 2010

(in thousands except share data)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Net product revenues	$ —	$ 135,892	$ —	$ 38,143	$ (15,572)	$ 158,463
License and other revenues	—	4,104	—	—	—	4,104
Total revenues	—	139,996	—	38,143	(15,572)	162,567
Cost of goods sold	—	69,628	—	31,638	(15,572)	85,694
Gross profit	—	70,368	—	6,505	—	76,873
Operating expenses						
General and administrative expenses	—	13,354	40	1,232	—	14,626
Sales and marketing expenses	—	20,750	—	2,322	—	23,072
Research and development expenses	—	22,630	—	492	—	23,122
Operating income	—	13,634	(40)	2,459	—	16,053
Interest expense	—	(7,136)	—	—	—	(7,136)
Loss on early extinguishment of debt	—	(3,057)	—	—	—	(3,057)
Interest income	—	1	—	81	—	82
Other income, net	—	519	—	(629)	—	(110)
Equity in earnings of affiliates	3,420	1,577	—	—	(4,997)	—
Income before income taxes	3,420	5,538	(40)	1,911	(4,997)	5,832
Provision for income taxes	—	(2,118)	14	(308)	—	(2,412)
Net income	$ 3,420	$ 3,420	$ (26)	$ 1,603	$ (4,997)	$ 3,420

17. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Income (Unaudited)
June 30, 2009

(in thousands except share data)	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Net product revenues	$ —	$ 176,197	$ —	$ 32,640	$ (11,915)	$ 196,922
License and other revenues	—	3,949	—	—	—	3,949
Total revenues	—	180,146	—	32,640	(11,915)	200,871
Cost of goods sold	—	72,519	—	33,685	(11,915)	94,289
Gross profit	—	107,627	—	(1,045)	—	106,582
General and administrative expenses	—	18,385	40	977	—	19,402
Sales and marketing expenses	—	19,494	—	2,270	—	21,764
Research and development expenses	—	21,715	—	210	—	21,925
Operating income	—	48,033	(40)	(4,502)	—	43,491
Interest expense	—	(7,847)	—	—	—	(7,847)
Interest income	—	8	—	24	—	32
Other income, net	—	1,083	—	379	—	1,462
Equity in earnings (losses) of affiliates	18,677	(3,027)	—	—	(15,650)	—
Income before income taxes	18,677	38,250	(40)	(4,099)	(15,650)	37,138
Provision for income taxes	—	(19,573)	14	1,098	—	(18,461)
Net income	$ 18,677	$ 18,677	$ (26)	$ (3,001)	$ (15,650)	$ 18,677

17. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Cash Flows (Unaudited)
June 30, 2010

	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Cash provided by operating activities	$ 65,698	$ 10,682	$ —	$ 4,042	$ (67,780)	$ 12,642
Cash flows from investing activities						
Capital expenditures	—	(3,292)	—	(879)	—	(4,171)
Proceeds from dividend	98,078	—	—	—	(98,078)	—
Asset acquisitions	—	(215)	—	—	—	(215)
Cash used in investing activities	98,078	(3,507)	—	(879)	(98,078)	(4,386)
Cash flows from financing activities						
Proceeds from issuance of debt, net	—	243,658	—	—	—	243,658
Payments on term loan	—	(93,649)	—	—	—	(93,649)
Payments of deferred financing costs	—	(2,370)	—	—	—	(2,370)
Payment of dividend	(163,776)	(163,776)	—	(2,082)	165,858	(163,776)
Cash (used in) provided by financing activities	(163,776)	(16,137)	—	(2,082)	165,858	(16,137)
Effect of foreign						

exchange rate on cash	—	—	—	46	—	46
(Decrease) increase in cash and cash equivalents	$ —	$ (8,962)	$ —	$ 1,127	$ —	$ (7,835)
Cash and cash equivalents, beginning of period	$ —	$ 21,505	$ —	$ 9,975	$ —	$ 31,480
Cash and cash equivalents, end of period	$ —	$ 12,543	$ —	$ 11,102	$ —	$ 23,645

17. Guarantor Financial Information (Continued)

Condensed Consolidating Statement of Cash Flows (Unaudited)
June 30, 2009

	Parent	Issuer	Guarantor Subsidiary	Non-Guarantor Subsidiaries	Eliminations	Total
Cash provided by operating activities	$ —	$ 51,859	$ —	$ 9,081	$ —	$ 60,940
Cash flows from investing activities						
Capital expenditures	—	(3,930)	—	(9)	—	(3,939)
Asset acquisitions	—	(28,789)	—	—	—	(28,789)
Cash used in investing activities	—	(32,719)	—	(9)	—	(32,728)
Cash flows from financing activities						
Payments on term loan	—	(7,927)	—	—	—	(7,927)
Proceeds from line of credit	—	13,000	—	—	—	13,000
Cash (used in) provided by financing activities	—	5,073	—	—	—	5,073
Effect of foreign exchange rate on cash	—	—	—	657	—	657
(Decrease) increase in cash and cash equivalents	$ —	$ 24,213	$ —	$ 9,729	$ —	$ 33,942
Cash and cash equivalents, beginning of period	$ —	$ 16,118	$ —	$ 4,918	$ —	$ 21,036

Cash and cash equivalents, end of period	$ —	$ 40,331	$ —	$ 14,647	$ —	$ 54,978

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of
Lantheus Medical Imaging, Inc
Billerica, Massachusetts

We have audited the accompanying consolidated balance sheet of Bristol-Myers Squibb Medical Imaging (a division of Bristol-Myers Squibb Company) (the "Company") as of December 31, 2007, and the related consolidated statement of operations, changes in divisional equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2007, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 2 and Note 4 to the financial statements, the Company operates as a division of Bristol-Myers Squibb Company. These financial statements include transactions with Bristol-Myers Squibb Company and certain of its wholly owned subsidiaries. As a result of these related-party transactions, the Company's financial statements may not be indicative of the financial position, results of operations, or cash flows that would have resulted if the Company had been operated as an unaffiliated Company.

/s/ Deloitte & Touche LLP

Boston, Massachusetts
September 24, 2008

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Balance Sheet

December 31, 2007

	(In thousands)
Assets	
Current assets	
Accounts receivable, net of allowances of $2,011	$ 63,168
Inventory	18,366
Deferred tax assets	2,773
Other current assets	907
Total current assets	85,214
Property, plant and equipment, net	129,106
Capitalized software development costs	787
Intangibles, net	275,760
Deferred tax assets	42,916
Goodwill	1,571
Other assets	3,867
Total assets	$ 539,221
Liabilities and Divisional Equity	
Current liabilities	
Accounts payable	$ 12,271
Accrued liabilities	18,162
Accrued rebates and returns	9,626
Total current liabilities	40,059
Long-term income tax liabilities	25,194
Other long-term liabilities	3,599
Total liabilities	68,852
Commitments and contingencies	
Divisional equity	
Parent's investment	465,769
Accumulated other comprehensive income	4,600
Total divisional equity	470,369
Total liabilities and divisional equity	$ 539,221

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Statement of Operations

For the Year Ended December 31, 2007

	(In thousands)
Net product sales	$ 624,401
Other revenue	4,776
Net sales	629,177
Cost of goods sold	207,886
Gross profit	421,291
Selling, general and administration expenses	108,843
Research and development expenses	50,005
Restructuring and other charges, net	9,841
Operating income	252,602
Other expense, net	(4,224)
Income before income taxes	248,378
Provision for income taxes	97,073
Net income	$ 151,305

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Statement of Changes in Divisional Equity

Year Ended December 31, 2007

	Parent's Investment	Accumulated Other Comprehensive Income	Total Divisional Equity	Comprehensive Income
		(In thousands)		
Balance at January 1, 2007	$ 550,344	$ 2,526	$ 552,870	
Comprehensive income				
Net income	151,305	—	151,305	$ 151,305
Foreign currency translation	—	2,074	2,074	2,074
Total comprehensive income				$ 153,379
Transfer to Parent	(235,880)	—	(235,880)	
Balance at December 31, 2007	$ 465,769	$ 4,600	$ 470,369	

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Statement of Cash Flows

For the Year Ended December 31, 2007

	(In thousands)
Cash flows from operating activities	
Net income	$ 151,305
Adjustments to reconcile net income to cash flow from operating activities	
Depreciation	9,928
Amortization	61,845
Stock-based compensation	2,385
Deferred income taxes	(12,413)
Inventory provision and loss on disposal of assets	1,472
Accretion of asset retirement obligation	215
Increase (decrease) in cash from operating assets and liabilities	
Trade accounts receivable	24,651
Prepaid expenses and other assets	(151)
Inventories	(751)
Accounts payable	(3,713)
Long-term income tax liabilities	6,933
Accrued expenses, rebates and returns, and other liabilities	1,512
Cash provided by operating activities	243,218
Cash flows from investing activities	
Purchases of property, plant and equipment and capitalized software development costs	(4,808)
Cash used in investing activities	(4,808)
Cash flows from financing activities	
Net transfers to Parent	(235,880)
Cash used in financing activities	(235,880)
Effect of foreign exchange rate on cash	(2,530)
Increase (decrease) in cash and cash equivalents	—
Cash and cash equivalents, beginning of year	—
Cash and cash equivalents, end of period	$ —

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements

December 31, 2007

(In thousands)

1. Description and Sale of Business

Bristol-Myers Squibb Medical Imaging (the "Division" or "MI") based in Billerica, Massachusetts, operates as a division of Bristol-Myers Squibb Co. ("BMS" or "Parent") and provides medical imaging products primarily focused on cardiovascular diagnostic imaging to nuclear physicians, cardiologists, radiologists, internal medicine physicians, IDNs/GPOs (Independent Delivery Network/Group Purchasing Organization) and technologists/sonographers working in hospitals and outpatient clinics. The Division's products are sold directly and through distributors to hospitals, clinics and radiopharmacies in the U.S., as well as Australia and Canada and other countries.

The Division's principal products include Cardiolite®, a cardiac perfusion imaging agent, DEFINITY®, an ultrasound contrast agent and TechneLite® generators, which are utilized in connection with Cardiolite® and other technetium based nuclear imaging agents. In the U.S., the Cardiolite® and TechneLite® are marketed through an internal sales force and sold principally to radiopharmacies. Radiopharmacies reconstitute the products into patient specific unit dose syringes which are then sold directly to hospitals and clinics. Internationally, the products are marketed through an internal sales force and sold through Division-owned radiopharmacies in certain countries and through distributors.

In October 2007, the Division received notification from the FDA requiring certain "black box" warning label modifications including additional follow-up monitoring requirements for DEFINITY® and similar products within this class of imaging agents. The Division is complying with these requirements.

The Division has one manufacturing facility in North Billerica, Massachusetts which produces the TechneLite® generators, Thallium, Gallium, Xenon, and Samarium. Cardiolite®, DEFINITY®, and Neurolite® products are packaged in North Billerica and principally manufactured by a third party contract manufacturer. The Division also owns radiopharmacies outside the U.S. in Canada (five), Australia (two), and Puerto Rico (two).

Sale of the Business

On December 16, 2007, ACP Lantern Holdings, Inc., ACP Lantern Acquisition, Inc. and Bristol-Myers Squibb Company entered into a stock and asset purchase agreement (the "Agreement") to acquire Bristol-Myers Squibb Medical Imaging. Bristol-Myers Squibb Medical Imaging, Inc., Bristol-Myers Squibb Radiopharmaceuticals, Inc. and certain assets of the Parent and its affiliates relating to the Division including accounts receivable, inventory, property, plant and equipment and intellectual property (patents, trademarks, and technology) and certain liabilities were assumed including accounts payable, accrued liabilities, accrued rebates and returns, and other liabilities associated with the Division. The acquisition closed on January 8, 2008, for a total purchase price of approximately $508,500 in cash.

The acquisition included employees in the United States and internationally dedicated to the Division, related product patent and developed technology and certain net assets, including the manufacturing facilities located in North Billerica.

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

1. Description and Sale of Business (Continued)

The acquisition did not include BMS' Cardiolite®, DEFINITY®, and Neurolite® production equipment in its Manati, Puerto Rico manufacturing facility. The Division entered into a toll manufacturing agreement with BMS for the continued production of Cardiolite®.

In connection with the transaction, the Division entered into an agreement to obtain transition related services from BMS. These services included finance, information technology and communication systems among others.

2. Summary of Significant Accounting Policies

Basis of Presentation

The financial statements presented include the assets, liabilities, operating results and cash flows of MI. These financial statements have been prepared on a carve-out basis using BMS's historical bases in the assets and liabilities and the historical results of the operations of MI. The financial statements have been derived from the consolidated financial statements and accounting records of BMS, principally from statements and records representing the MI business. These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The statement of operations includes expense allocations for certain corporate functions historically provided to MI by BMS, including general corporate expenses related to corporate functions such as executive oversight, risk management, information technology, accounting, audit, legal, investor relations, human resources, shared services and employee benefits and incentives, including pension and other post retirement benefits and stock-based compensation arrangements. Additionally, the statement of operations includes expense allocations relating to the effects of foreign currency derivatives.

Allocations are primarily based on specific identification and the proportion of MI's net sales and headcount to the total consolidated net sales and headcount. These allocations are primarily reflected in marketing, selling and administrative expenses and restructuring charges in the statement of operations and totaled $26,189 for 2007. MI and BMS consider these allocations to be a reasonable reflection of the utilization of services provided or benefits received. The allocations may not, however, reflect the expense MI would have incurred as a stand-alone company and the expense allocation methodologies used by BMS may not represent actual costs of operating the stand alone business. Actual costs that may have been incurred if MI had been a stand-alone company would depend on a number of factors, including the chosen organizational structure, what functions were outsourced or performed by employees and strategic decisions made in areas such as information technology systems and infrastructure.

On May 10, 2010, Lantheus Medical Imaging, Inc. (the "Issuer"), a wholly owned subsidiary of the Lantheus MI Intermediate, Inc. (the "Successor"), issued $250.0 million of 9.750% Senior Notes due in 2017 (the "Notes") at face value, net of issuance costs of $6.3 million. In connection with the issuance of the Notes, the Issuer and the guarantors entered into a registration rights agreement dated May 10, 2010, with the initial purchasers of the Notes. Under the terms of the registration rights agreement, the

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

2. Summary of Significant Accounting Policies (Continued)

Issuer and the guarantors are required to file with the Securities and Exchange Commission an exchange offer registration statement.

Guarantor and non guarantor financial information in accordance with Regulation S-X, Rule 3-10, of the Securities and Exchange Commission has not been presented. Management is unable to provide such information because it is not available or attainable. The information resides with BMS and management does not have the ability to obtain such information. In addition, although the accompanying financial statements represent the predecessor company to the Successor, the corporate structure and consolidated financial statements of the Successor are materially different from the accompanying financial statements in that there were no separate subsidiaries or parent company for the predecessor company. Lastly, as discussed above, the accompanying financial statements have been prepared on a carve-out basis and include allocations from BMS on a group basis. These allocations were not prepared on a separate subsidiary level. Accordingly, the condensed consolidating guarantor financial information has not been presented. Management has concluded that exclusion of such information is not misleading.

Disclosure relating to valuation and qualifying accounts has not been presented because the information is also not available or attainable, as discussed above, and management concluded that the exclusion of such disclosure is not misleading.

Basis of Consolidation

The financial statements include the accounts of MI. All intra-division balances and transactions have been eliminated.

Divisional Equity

MI operates as a division of BMS. Accordingly certain operating, financing, and investing activities of MI are funded through interdivisional transactions with BMS and other operating divisions and subsidiaries. The accompanying balance sheets reflect these amounts in divisional equity.

Use of Estimates

Preparing financial statements in conformity with U.S. GAAP requires management to make certain estimations and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities in the financial statements and the reported amounts of revenues and expenses. Also certain amounts in the accompanying carve out financial statements have been allocated in a way that management believes is reasonable and consistent in order to depict the historical financial position, results of operations and cash flows of MI. The most significant assumptions are employed in estimates used in determining values of sales rebate/chargebacks and return accruals, BMS allocations, tax assets and liabilities, legal contingencies as well as in estimates used in applying the revenue recognition policy, accounting for stock-based compensation costs, and retirement and postretirement benefits (including the actuarial assumptions). Actual results may differ from estimated results and such differences may be material.

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

MI recognizes revenue when evidence of an arrangement exists, title has passed, substantially all the risks and rewards of ownership have transferred to the customer, the selling price is fixed or determinable and collectibility is reasonably assured. Revenue is recognized net of revenue reserves, which consist of allowances for returns, sales rebates, and chargebacks.

Other revenue represents contract manufacturing services related to one of the Division's products. The related costs are included in cost of goods sold.

Sales Rebates, Chargebacks and Return Accruals

Net product sales include gross sales less sales returns and customer rebates. Sales rebates and return accruals were $9,626 at December 31, 2007. These accruals were established in the same period the related revenue was recognized, resulting in a reduction to sales and the establishment of a liability for amounts already paid by the customer and are included in current liabilities.

An accrual is recorded based on an estimate of the proportion of recorded revenue that will result in a rebate or return based primarily on the Division's historical experience.

Income Taxes

During the period presented, MI did not file separate tax returns, as the Division was included in the tax grouping of other BMS entities within the respective entity's tax jurisdiction. The income tax provision included in these financial statements was calculated based on a separate return methodology, as if MI's operations were separate taxpayers in the respective jurisdictions.

The Division does not maintain taxes payable to/from its parent and is deemed to settle the annual current tax balances immediately with BMS. These settlements are reflected as changes in divisional equity.

The provision for income taxes has been determined using the asset and liability approach of accounting for income taxes. The provision for income taxes represents income taxes paid or payable for the current year plus the change in deferred taxes during the year. Deferred taxes result from differences between the financial and tax bases of the Division's assets and liabilities. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax attributes are expected to be recovered or paid, and are adjusted for changes in tax rates and tax laws when changes are enacted.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. The assessment of whether or not a valuation allowance is required often requires significant judgment including the long-range forecast of future taxable income and the evaluation of tax planning initiatives. Adjustments to the deferred tax valuation allowances are made to earnings in the period when such assessments are made.

In July 2006, the FASB issued FASB Interpretation Number (FIN) No. 48, *Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109*, which, in the case of the

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

2. Summary of Significant Accounting Policies (Continued)

Division, is effective as of January 1, 2007. FIN No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statement in accordance with SFAS No. 109, *Accounting for Income Taxes.* FIN No. 48 requires that all tax positions be evaluated using a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Differences between tax positions taken in a tax return and amounts recognized in the financial statements are recorded as adjustments to income taxes payable or receivable, or adjustments to deferred taxes, or both. FIN No. 48 also requires expanded disclosure at the end of each annual reporting period including a tabular reconciliation of unrecognized tax benefits. The Division adopted FIN No. 48 on January 1, 2007. As a result of the adoption of this accounting pronouncement, there was no derecognition of previously recognized tax benefits and thus no adjustment was made to the opening balance of divisional equity. Upon the adoption of FIN 48, the Divisions total amount of uncertain tax benefits as of January 1, 2007, net of deferred income tax benefits and excluding interest and penalties was $8,908. Total interest and penalties was $4,194 as of January 1, 2007.

Cash

BMS uses a centralized approach to cash management and financing of operations. No separate cash accounts for MI are maintained. Historically, cash deposits from the Division have been transferred to BMS, and BMS has funded the Division's disbursement accounts as required. Transfers of available cash both to and from BMS's cash management system are reflected in the financial statement as a component of divisional equity.

Accounts Receivable

Accounts receivable consist of amounts billed and currently due from customers. The Division maintains an allowance for doubtful accounts for estimated losses. In determining the allowance, consideration includes the probability of recoverability based on past experience and general economic factors. Certain accounts receivable may be fully reserved when specific collection issues are known to exist, such as pending bankruptcy.

Concentration of Risks and Enterprise Wide Disclosures

Financial instruments which potentially subject the Division to concentrations of credit risk consist principally of trade accounts receivable. The Division periodically reviews its accounts receivable for collectibility and provides for an allowance for doubtful accounts to the extent that amounts are not expected to be collected. There was one customer that represented greater than 10% of the total accounts receivable balance and net sales. Cardinal Health accounted for approximately 50% of accounts receivable as of December 31, 2007 and accounted for approximately 48% of net sales for the year ended December 31, 2007.

MDS Nordion is the Division's sole supplier of Molybdenum, the primary component of Generators.

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

2. Summary of Significant Accounting Policies (Continued)

The principal product of the Division is Cardiolite®, which accounted for approximately 64% of net product sales for the year ended December 31, 2007.

Net product sales of the Division in the U.S. accounted for approximately 84% of total net revenue for the year ended December 31, 2007. Long-lived assets of the Division in the U.S. accounted for approximately 96% of total long-lived assets for the year ended December 31, 2007.

Inventories

Inventories are stated at the lower of cost (which approximates average cost) or market on a first-in, first-out basis. Inventory quantities on hand are periodically reviewed and written down to net realizable value if impaired.

Property, Plant and Equipment

Expenditures for additions, renewals and improvements are capitalized at cost. Replacements of major units of property are capitalized and replaced properties are retired. Replacements of minor components of property and repair and maintenance costs are charged to expense as incurred. Depreciation is generally computed on a straight-line method based on the estimated useful lives of the related assets. The estimated useful lives of the major classes of depreciable assets are 50 years for buildings, and 3 to 20 years for machinery, equipment and fixtures.

Impairment of Long-Lived Assets

The Division periodically evaluates whether current facts or circumstances indicate that the carrying value of its assets to be held and used may not be recoverable. If such circumstances are determined to exist, an estimate of undiscounted future cash flows produced by the long-lived asset, or the appropriate grouping of assets, is compared to the carrying value to determine whether impairment exists. If an asset is determined to be impaired, the loss is measured based on the difference between the asset's fair value and its carrying value. An estimate of the asset's fair value is based on quoted market prices in active markets, if available. If quoted market prices are not available, the estimate of fair value is based on various valuation techniques, including a discounted value of estimated future cash flows. The Division reports an asset to be disposed of at the lower of its carrying value or its estimated net realizable value. Asset impairment or accelerated depreciation resulting from an impairment assessment is recorded as cost of products sold.

Capitalized Software Development Costs

Certain costs to obtain internal use software for significant systems projects are capitalized and amortized over the estimated useful life of the software, which ranges from 3 to 5 years. Costs to obtain software for projects that are not significant are expensed as incurred. Computer software capitalized, net of accumulated amortization, included in other assets was $787 at December 31, 2007. Amortization expense was $581 for the year ended December 31, 2007.

Bristol-Myers Squibb Medical Imaging

(A division of Bristol-Myers Squibb Company)

Notes to Financial Statements (Continued)

December 31, 2007

(In thousands)

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets

We estimate the fair value of acquisition-related intangible assets principally based on projections of cash flows that will arise from identifiable intangible assets of acquired businesses. The projected cash flows are discounted to determine the present value of the assets at the dates of acquisition. We review intangible assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a comparison of the undiscounted cash flows to the recorded value of the asset. If it is determined that the carrying value of intangible assets may not be recoverable, the asset is written down to its estimated fair value on a discounted cash flow basis. The net book value of intangible assets at December 31, 2007 was $275,760.

Intangible assets, consisting of core and developed technology and patents related to the Division's products (primarily Cardiolite® and DEFINITY®) are amortized on a straight-line basis over their useful lives, ranging from 6 to 15 years.

Contingencies

In the normal course of business, MI is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, product and environmental liability. In accordance with SFAS No. 5, *Accounting for Contingencies,* the Division records accruals for such loss contingencies when it is probable that a liability will be incurred and the amount of loss can be reasonably estimated. The Division does not recognize gain contingencies until realized.

Derivative Financial Instruments

Derivative financial instruments are managed on a centralized basis by BMS principally in the management of its global interest rate and foreign currency exposures. The effects of the foreign currency derivatives are allocated to MI statement of operations based on divisional cost of products sold at standard cost.

Fair Value of Financial Instruments

The carrying amount of the Division's financial instruments including accounts receivable, accounts payable and accrued expenses approximates fair value.

Shipping and Handling Costs

The Division typically does not charge customers for shipping and handling costs. Therefore, shipping and handling costs are included in selling, general and administrative expenses and were $14,702 in 2007.

2. Summary of Significant Accounting Policies (Continued)

Advertising and Promotion Costs

Advertising and promotion costs are expensed as incurred and totaled $7,694 in 2007 and are included in selling, general and administrative expenses.

Research and Development

Research and development costs are expensed as incurred.

Foreign Currency Translation

The statement of operations of the Division's foreign subsidiaries are translated into U.S. dollars using average exchange rates. The net assets of the Division's foreign subsidiaries are translated into U.S. dollars using the end of period exchange rates. The U.S. dollar effects that arise from translating the net assets of these subsidiaries at changing rates are recorded in the foreign currency translation adjustment account, which is included in accumulated other comprehensive income.

The Division is exposed to market risk due to changes in currency exchange rates. The Division had exposures to net foreign currency denominated assets and liabilities of $24,020 at December 31, 2007. MI's primary foreign currency translation exposures are the Euro, Canadian dollar and Australian dollar.

Accounting for Stock-Based Compensation

The Division adopted SFAS No. 123(R), *Share-Based Payment*, using the modified prospective transition method, which requires the application of the accounting standard as of January 1, 2006. The Company recognizes the grant date fair value of the awards over the requisite service period of the award.

Accumulated Other Comprehensive Income

The only item included in accumulated other comprehensive income as of December 31, 2007 was currency translation adjustments.

3. Restructuring

2007 Activities

During 2007, the Division recorded charges of $9,841 in termination benefits and other related costs for workforce reductions of approximately 150 manufacturing, selling and administrative personnel primarily due to the closure of two clinical programs (apadenoson and ICT) and the loss of exclusivity for Cardiolite® in July 2008. A determination was made by management to realign resources consistent with the scale of the business taking into account needs of customers and patients the Division serves.

(In thousands)

3. Restructuring (Continued)

Rollforward

Restructuring charges and spending against liabilities associated with these actions are as follows:

Balance at January 1, 2007	$ —
Charges	9,841
Spending	9,421
Balance at December 31, 2007	$ 420

4. Related Parties

As discussed in Note 1, these financial statements include transactions with affiliated companies. MI entered into transactions with BMS and its subsidiaries for corporate services provided by BMS for the financial statement period presented.

Selling, general and administrative expenses include allocated corporate costs from BMS. In addition to expense allocations, certain balance sheet items including accounts receivable, accounts payable and inventory were allocated to the Division by BMS based on specific identification.

5. Income Taxes

The components of income (loss) before income taxes for the year ended December 31, 2007 were:

United States	$ 252,526
International	(4,148)
	$ 248,378

(In thousands)

5. Income Taxes (Continued)

The provision/(benefit) for income taxes attributable to operations consisted of:

Current	
U.S. Federal	$ 87,061
U.S. States	23,816
International	(1,391)
	$ 109,486
Deferred	
U.S. Federal	$ (10,736)
U.S. States	(1,677)
International	—
	$ (12,413)
Total provision for income taxes	$ 97,073

Effective Tax Rate

MI's provision for income taxes in the year ended December 31, 2007 was different from the amount computed by applying the statutory U.S. Federal income tax rate to earnings from operations before income taxes, as a result of the following:

Earnings from operations before interest and income taxes	$ 248,378	
U.S. statutory rate	86,932	35.0%
State and local taxes	14,631	5.9%
U.S. manufacturing deduction	(4,075)	-1.6%
Other	(415)	-0.2%
	$ 97,073	39.1%

(In thousands)

5. Income Taxes (Continued)

Deferred Taxes

The components of deferred income tax assets (liabilities) were:

Assets	
Reserves and accruals	$ 2,709
Amortization of intangibles other than goodwill	46,515
Long-term income tax liabilities	7,346
Other	907
	$ 57,477
Liabilities	
Depreciation	$ (11,788)

The uncertain tax benefits and associated interest and penalty accruals are recorded as noncurrent income tax payables. As of December 31, 2007 approximately $25,194, consisting of income tax provisions of $18,718 and interest and penalty accruals of $6,476, was included in long-term income tax liabilities on the balance sheet.

Upon the adoption of FIN No. 48, the Division's total amount of uncertain tax benefits as of January 1, 2007, net of deferred income tax benefits and excluding interest and penalties, was $8,908. A reconciliation of the Division's changes in uncertain tax positions from January 1, 2007 to December 31, 2007 is as follows:

	Unrecognized Income Tax Benefits	Deferred Income Tax Benefits	Unrecognized Income Tax Benefits, Net of Deferred Income Tax Benefits
Total uncertain tax positions as of January 1, 2007	$ 14,067	$ (5,159)	$ 8,908
Gross additions to tax positions related to current year	4,885	(2,187)	2,698
Gross reduction to tax positions related to prior year	(234)	—	(234)
Balance of gross uncertain tax positions as of December 31, 2007	$ 18,718	$ (7,346)	$ 11,372

The Division classifies interest and penalties related to unrecognized tax benefits as income tax expense.

As of December 31, 2007, the total amount of unrecognized tax benefits was $25,194, all of which would affect the effective tax rate, if recognized. These amounts are primarily associated with domestic

(In thousands)

5. Income Taxes (Continued)

state tax issues, such as the allocation of income among various state tax jurisdictions and U.S. federal R&D credits.

The Division is subject to examination in the U.S. federal tax jurisdiction for the 2004-2007 tax years and is also subject to examination in major state jurisdictions for the 2002-2007 tax years.

6. Inventory

Inventory is comprised of raw materials, work in process and finished goods and is valued at the lower of standard cost (which approximates average cost) or market.

Raw material	$ 5,864
Work in process	5,636
Finished goods	6,866
	$ 18,366

We recorded a write down of inventory in the amount of $1,179 for fiscal year 2007 as a result of the reduction in the demand for DEFINITY® following the "black box" warning label modifications.

7. Property, Plant and Equipment

The major categories of property, plant and equipment follow were as follows:

Land	$ 16,173
Buildings	61,643
Machinery, equipment and fixtures	96,844
Construction in progress	2,971
Total cost	177,631
Accumulated depreciation	(48,525)
	$ 129,106

Depreciation expenses related to property plant and equipment was $9,928 for the year ending December 31, 2007.

8. Spare Parts

Spare parts include replacement parts relating to plant and equipment and are either recognized as an expense when consumed or re-classified and capitalized as part of the related plant and equipment and depreciated over a time period not exceeding the useful life of the related asset. Included in other assets are spare parts of approximately $3,858 as of December 31, 2007.

(In thousands)

9. Asset Retirement Obligations

The fair value of a liability for asset retirement obligations is recognized in the period in which the liability is incurred. The liability is measured at present value of the obligation when incurred and is adjusted in subsequent periods as accretion expense is recorded. The corresponding asset retirement costs are capitalized as part of the carrying value of the related long-lived assets and depreciated over the asset's useful life.

The Division considered the legal obligation to remediate its facilities upon a decommissioning of its radioactive related operations as an asset retirement obligation. The operations of the Division have two major radioactive production facilities at its Billerica, Massachusetts site.

The following is a reconciliation of the Division's asset retirement obligations for the fiscal year ended December 31, 2007 included in other long term liabilities:

Balance at January 1, 2007	$ 2,495
Accretion expense	215
Settlement payments	—
Balance at December 31, 2007	$ 2,710

10. Goodwill and Other Intangible Assets

Balance as of January 1, 2007	$ 1,571
Changes in foreign exchange rates	—
Balance as of December 31, 2007	$ 1,571

(In thousands)

10. Goodwill and Other Intangible Assets (Continued)

Intangible assets, consisting of core and developed technology and patents related to the Division's products (primarily Cardiolite® and DEFINITY®), arose from the fair value placed on these assets at the time of BMS' acquisition of DuPont Pharmaceuticals Company, the Division's former parent. The assets are amortized on a straight-line basis over their useful lives ranging from 6 to 15 years.

Core technology	$ 29,500
Less accumulated amortization	12,292
Net core technology	17,208
Developed technology	565,900
Less accumulated amortization	321,544
Net developed technology	244,356
Patents	57,300
Less accumulated amortization	48,023
Net patents	9,277
Other intangibles	7,620
Less accumulated amortization	2,701
Net other intangibles	4,919
	$ 275,760

Amortization expense for the intangible assets was $61,845 for the fiscal year ended December 31, 2007.

Expected amortization expense related to the current net carrying amount of other intangible assets is as follows:

Years Ending December 31,	
2008	$ 59,414
2009	55,726
2010	55,726
2011	55,206
2012	40,787
2013 and thereafter	8,901
	$ 275,760

(In thousands)

11. Accrued Liabilities

Accrued liabilities are comprised of the following at December 31, 2007:	
Salaries, wages, and bonuses	$ 9,390
Research and development services	1,962
Distribution	1,526
Vacation	1,201
Marketing	1,460
Accrued utilities and property taxes	638
Deferred revenue	467
Accrued restructuring	420
Other	1,098
	$ 18,162

12. Employee Stock Benefit Plans

BMS sponsors the following stock option plans in which certain employees of MI participated. As the stock-based compensation plans are BMS plans, amounts have been allocated to the Division through divisional equity.

Under the BMS 2007 Stock Award and Incentive Plan and 2002 Stock Incentive Plan, executive officers and key employees of MI may be granted options to purchase BMS' common stock at no less than 100% of the market price on the date the option is granted. Options generally become exercisable in installments of 25% per year on each of the first through fourth anniversaries of the grant date and have a maximum term of 10 years. Additionally, the plan provides for the granting of stock appreciation rights whereby the grantee may surrender exercisable rights and receive common stock and/or cash measured by the excess of the market price of the common stock over the option exercise price. In 2007, BMS began granting restricted stock units instead of restricted stock.

Under the TeamShare Stock Plan, which terminated on January 3, 2005, full-time MI employees, excluding key executives, were granted options to purchase BMS' common stock at the market price on the date the options were granted. Individual grants generally became exercisable evenly on the third, fourth and fifth anniversary of the grant date and have a maximum term of 10 years.

As discussed in Note 2, effective January 1, 2006, BMS and the Division adopted the provisions of SFAS No. 123(R) using the modified prospective transition method. BMS and the Division continue to follow the nominal vesting period approach for awards granted prior to the January 1, 2006 adoption of SFAS No. 123(R). For the awards granted subsequent to its adoption of SFAS No. 123(R), compensation cost is recognized over the shorter of the nominal vesting period or the period until the employee's award becomes nonforfeitable upon reaching eligible retirement age under the terms of the award. As stock-based compensation expense recognized in the statement of operations for the year ended December 31, 2007 is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures. Forfeitures estimates are estimated at the time of grant and revised, if necessary, in subsequent periods.

12. Employee Stock Benefit Plans (Continued)

The following table summarizes stock-based compensation expenses related to employee stock options, restricted stock and restricted stock units (RSU's) for the year ended December 31, 2007:

Cost of products sold	$ 775
Marketing, selling and administrative	1,069
Research and development	541
	$ 2,385

There were no material costs related to stock-based compensation that were capitalized during the period.

A summary of activity related to options held by MI employees is as follows:

	Options (in Thousands)	Weighted Average Exercise Price of Shares	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value (Dollars Millions)
Outstanding at January 1, 2007	2,163	$ 31.30		
Granted	273	27.01		
Exercised	(381)	26.84		
Lapsed	(217)	33.25		
Outstanding at December 31, 2007	1,838	31.35	6.17	$ 1.97
Exercisable at December 31, 2007	1,255	33.80	5.27	1.30
Options vested and unvested expected to vest at December 31, 2007	1,806	$ 31.45	6.14	$ 1.93

Lapsed shares include forfeitures and shares attributable to employees that transferred to or from other BMS divisions.

The weighted-average grant-date fair value of options granted by BMS to MI employees during the years ended December 31, 2007, was $5.88. The total intrinsic value of options exercised by MI employees for the year ended December 31, 2007, was $1,175. As of December 31, 2007, there was $1,319 of total unrecognized compensation cost related to stock options and this cost is expected to be recognized over a weighted-average period of 2.25 years.

(In thousands)

12. Employee Stock Benefit Plans (Continued)

Stock Option Valuation

The fair value of employee stock options granted in 2007 was estimated on the date of the grant, using the Black-Scholes option pricing model with the following assumptions:

Expected volatility	28.7%
Risk-free interest rate	4.7%
Dividend yield	4.5%
Expected life	6.2 years

The expected volatility assumption required in the Black-Scholes model was calculated using a 10-year historical volatility of the BMS stock price and weighting it equally against the derived implied volatility. The selection of the blended historical and implied volatility approach was based on the assessment that this calculation of expected volatility is more representative of future stock price trends than using only historical volatility.

The risk-free interest rate assumption is based upon the U.S. Treasury yield curve in effect at the time of grant. The dividend yield assumption is based on BMS' history and expectation of dividend payouts.

The expected life of employee stock options represents the weighted-average period the stock options are expected to remain outstanding and is a derived output of the lattice-binomial model. The expected life of employee stock options is impacted by all of the underlying assumptions and calibration of BMS' model. The lattice-binomial model assumes that MI employees exercise behavior is a function of the option's remaining vested life and the extent to which the option is in-the-money. The lattice-binomial model estimates the probability of exercise as a function of these two variables based on the entire history of exercises and cancellations on all past option grants made by BMS to MI employees.

Restricted Stock Awards and Restricted Stock Units

The fair value of nonvested shares of BMS' common stock granted to MI employees is determined based on the average trading price of BMS' common stock on the grant date.

A summary of restricted share and RSU activity related to MI employees follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Nonvested shares at January 1, 2007	113	$ 24.37
Granted	68	27.01
Vested	(25)	25.22
Forfeited	(18)	24.79
Nonvested shares at December 31, 2007	138	$ 25.47

(In thousands)

12. Employee Stock Benefit Plans (Continued)

As of December 31, 2007 total unrecognized compensation cost related to nonvested BMS restricted stock and BMS restricted stock units granted to MI employees is $2,453. This cost is expected to be recognized over a weighted- average period of 2.5 years. The total intrinsic value of shares and share units that vested during the year ended December 31, 2007 is $629.

13. Lease Commitments and Obligations

The Division leases certain buildings and office space under operating leases. Minimum lease commitments under noncancelable operating leases at December 31, 2007 are as follows:

Years Ending December 31,	
2008	$ 451
2009	368
2010	316
2011	242
2012	201
2013 and thereafter	613
	$ 2,191

Lease expense was $480 for the fiscal year ended December 31, 2007.

14. Employee Benefit Plans

Pensions and Other Postretirement Plans Substantially all employees of MI are participants in various defined benefit pension and postretirement plans administered and sponsored by BMS. Benefits under the pension plans are based primarily on years of service and employees' compensation. The other postretirement plans provide MI employees with healthcare and life insurance benefits upon retirement. Pension entitlements are funded by contributions by BMS to a separately administered pension fund.

For the pension plans applicable in the U.S. and Canada where the Division has significant operations, costs associated with the pension plans have been allocated to MI on the basis of pensionable earnings. Management of the Division believes that this methodology is a reasonable basis of allocation. For the year ended December 31, 2007, the amount of pension expense allocated to MI from BMS to MI employees participating in the above mentioned BMS pension plans was approximately $7,914.

MI also offers defined contribution plans to eligible employees primarily in the U.S., whereby employees contribute a portion of their compensation, which is partially matched by BMS. Once the contributions have been paid, BMS has no further payment obligations. The contributions to MI employees were not material for the year ended December 31, 2007.

14. Employee Benefit Plans (Continued)

MI also provides comprehensive medical and group life benefits for substantially all retirees who elect to participate in BMS' comprehensive medical and group life plans. The medical plan is contributory. Contributions are adjusted periodically and vary by date of retirement. The postretirement plans provide associates with health care and life insurance benefits upon retirement. The life insurance plan is noncontributory. As such, BMS allocated costs associated with the medical and life plans to MI based upon a ratio of participant headcount. For the year ended December 31, 2007, the amount of expense allocated to MI from BMS was $437.

Other Post Employment Benefit Plans

BMS offers medical continuation and income replacement benefits to MI employees on long-term disability (LTD) in the U.S. and Canada. For the LTD medical continuation benefits, BMS allocated costs associated with the LTD medical continuation benefits to MI based upon a ratio of the post employment benefit obligation.

For the LTD income replacement benefits, BMS allocated expense based on an allocation rate times base salary. The allocation rate represents the percentage required to recoup the full income replacement liability.

The amount expense allocated to MI from BMS for the LTD medical continuation and income replacement plans was approximately $298 for the year ended December 31, 2007.

15. Legal Proceedings and Contingencies

From time-to-time the Company is involved in legal and administrative proceedings and claims of various types. While any litigation contains an element of uncertainty, management believes that the outcome of such proceedings or claims which are pending or known to be threatened, or all of them combined, is not expected to have a material adverse effect on the Company's financial position, cash flow and results.

No person has been authorized to give any information or to make any representations other than those contained in this prospectus, and, if given or made, such information and representation must not be relied upon as having been authorized. This prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates or any offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of Lantheus Medical Imaging, Inc. since the date hereof or that the information contained in this prospectus is correct as of any time subsequent to its date.

LANTHEUS MEDICAL IMAGING, INC.

OFFER TO EXCHANGE

All Outstanding
9.750% Senior Notes due 2017
for
9.750% Senior Notes due 2017 registered under the Securities Act of 1933

Prospectus

, 2010

Dealer Prospectus Delivery Obligation

Until , 2011, all dealers that effect transactions in the Restricted Notes or the Exchange Notes, whether or not participating in the exchange offer, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

In addition to the information set forth below, we maintain director and officer liability insurance for ourself, and all of our subsidiaries, Lantheus MI Holdings, Inc. and Lantheus MI Intermediate, Inc.

Section 145 of the Delaware General Corporation Law (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of a corporation or enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of being or having been in any such capacity, if he acted in good faith in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 102(b)(7) of the DGCL enables a corporation in its certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director to the corporation or its stockholders of monetary damages for violations of the directors' fiduciary duty of care, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit.

Section 18-108 of the Delaware Limited Liability Company Act provides that subject to such standards and restrictions, if any, as set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

The certificate of incorporation of Lantheus Medical Imaging, Inc. provides that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. Lantheus Medical Imaging, Inc. maintains director and officers liability insurance for the benefit of its directors and officers.

The certificate of incorporation of Lantheus MI Intermediate, Inc. provides that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. The certificate of incorporation also gives the corporation the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and

the corporation may adopt by-laws or enter into agreements with any such person for purpose of providing such indemnification. Lantheus MI Intermediate, Inc. maintains director and officers liability insurance for the benefit of its directors and officers.

The limited liability company agreement of Lantheus MI Real Estate, LLC provides that none of the members or any officer of the company is liable to the company or any other person or entity that has an interest in the company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such party in good faith on behalf of the company and in a manner reasonably believed to be within the scope of authority conferred upon such party by the limited liability company agreement, except that such party will be liable for any such loss, damage or claim incurred by reason of his or her gross negligence or willful misconduct. The indemnity provided by the limited liability company agreement is provided only out of company assets, and that none of the members of the limited liability company has any personal liability related to such indemnity. Lantheus MI Real Estate, LLC maintains director and officers liability insurance for the benefit of its directors and officers.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit	Description
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3.2	Second Amended and Restated By-Laws of Lantheus Medical Imaging, Inc.
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4.1	Indenture, dated as of May 10, 2010, among Lantheus Medical Imaging, Inc., Lantheus MI Intermediate, Inc. and Lantheus MI Real Estate, LLC as guarantors, and Wilmington Trust FSB, as trustee.
4.2	Registration Rights Agreement, dated May 10, 2010, by and among Lantheus Medical Imaging, Inc., Lantheus MI Intermediate, Inc. and Lantheus MI Real Estate, LLC, as guarantors, and Jefferies & Company, Inc.
4.3	Form of 9.750% Senior Notes due 2017 (included in Exhibit 4.1).
5.1+	Opinion of Weil, Gotshal & Manges LLP.
10.1	Credit Agreement, dated May 10, 2010, by and among Lantheus Medical Imaging, Inc., Lantheus MI Intermediate, Inc., Lantheus MI Real Estate LLC, the lenders from time to time party hereto, Harris N.A., as collateral agent, Bank of Montreal, as administrative agent, Bank of Montreal and NATIXIS as joint bookrunners, Bank of Montreal and NATIXIS as joint lead arrangers, NATIXIS as syndication agent and Jefferies Finance LLC as documentation agent.
10.2	Pledge and Security Agreement, dated as of May 10, 2010, by and among Lantheus Medical Imaging, Inc., Lantheus MI Intermediate, Inc., Lantheus MI Real Estate, LLC and Harris N.A. as collateral agent.
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10.23	Lantheus Medical Imaging, Inc. 2009 Executive Leadership Team Incentive Bonus Plan.

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12.1	Statements re Computation of Ratio of Earnings to Fixed Charges.
21.1	Subsidiaries of Lantheus MI Intermediate, Inc. and Lantheus Medical Imaging, Inc.
23.1	Consent of Deloitte & Touche LLP Independent Registered Public Accounting Firm.
23.2	Consent of Weil, Gotshal & Manges LLP (included as part of Exhibit 5.1).
24.1+	Power of Attorney (included as part of the signature pages hereto).
25.1	Form T-1 Statement of Eligibility under Trust Indenture Act of 1939 of Wilmington Trust FSB with respect to the 9.750% Senior Notes Due 2017.
99.1+	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
99.2+	Form of Letter to Clients.
99.3+	Form of Letter of Transmittal.
99.4+	Form of Notice of Guaranteed Delivery.

+ To be filed by amendment

** Confidential treatment requested as to certain portions, which portions shall be filed separately with the Securities and Exchange Commission.

Item 22. Undertakings.

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

For the purpose of determining liability under the Securities Act of 1933 to any purchaser, the undersigned registrant undertakes that each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§ 230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

For the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(1) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§ 230.424 of this chapter);

(2) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(3) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(4) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of North Billerica, Commonwealth of Massachusetts, on October 6, 2010.

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ DONALD R. KIEPERT

Name: Donald R. Kiepert

Title: *President and Chief Executive Officer*

We, the undersigned directors and officers of Lantheus Medical Imaging, Inc. (the "Company"), hereby severally constitute and appoint Donald R. Kiepert, Robert P. Gaffey and Michael P. Duffy, and each of them individually, with full powers of substitution and resubstitution, our true and lawful attorneys, with full powers to them and each of them to sign for us, in our names and in the capacities indicated below, the Registration Statement on Form S-4 (including all pre-effective and post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the October 6, 2010.

Signature	Title
/s/ DONALD R. KIEPERT Donald R. Kiepert	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ ROBERT P. GAFFEY Robert P. Gaffey	Vice President, Finance and Information Technology, Treasurer (Principal Accounting and Financial Officer)
/s/ LARRY PICKERING Larry Pickering	Director
/s/ DAVID BURGSTAHLER David Burgstahler	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of North Billerica, Commonwealth of Massachusetts, on October 6, 2010.

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ DONALD R. KIEPERT

Name: Donald R. Kiepert

Title: *President and Chief Executive Officer*

We, the undersigned directors and officers of Lantheus MI Intermediate, Inc. (the "Company"), hereby severally constitute and appoint Donald R. Kiepert, Robert P. Gaffey and Michael P. Duffy, and each of them individually, with full powers of substitution and resubstitution, our true and lawful attorneys, with full powers to them and each of them to sign for us, in our names and in the capacities indicated below, the Registration Statement on Form S-4 (including all pre-effective and post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the October 6, 2010.

Signature	Title
/s/ DONALD R. KIEPERT Donald R. Kiepert	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ ROBERT P. GAFFEY Robert P. Gaffey	Treasurer (Principal Accounting and Financial Officer)
/s/ LARRY PICKERING Larry Pickering	Director
/s/ DAVID BURGSTAHLER David Burgstahler	Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of North Billerica, Commonwealth of Massachusetts, on October 6, 2010.

LANTHEUS MI REAL ESTATE, LLC

By: /s/ DONALD R. KIEPERT

Name: Donald R. Kiepert
Title: *President and Chief Executive Officer*

We, the undersigned member and officers of Lantheus MI Real Estate, LLC (the "Company"), hereby severally constitute and appoint Donald R. Kiepert, Robert P. Gaffey and Michael P. Duffy, and each of them individually, with full powers of substitution and resubstitution, our true and lawful attorneys, with full powers to them and each of them to sign for us, in our names and in the capacities indicated below, the Registration Statement on Form S-4 (including all pre-effective and post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming that any such attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the October 6, 2010.

Signature	Title
/s/ DONALD R. KIEPERT Donald R. Kiepert	President and Chief Executive Officer (Principal Executive Officer)
/s/ ROBERT P. GAFFEY Robert P. Gaffey	Treasurer (Principal Accounting and Financial Officer)
/s/ DONALD R. KIEPERT Donald R. Kiepert	President and Chief Executive Officer of Lantheus Medical Imaging, Inc., Sole Member

Table of Contents

Exhibit Index

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99.2+ Form of Letter to Clients.

99.3+ Form of Letter of Transmittal.

99.4+ Form of Notice of Guaranteed Delivery.

+ To be filed by amendment

** Confidential treatment requested as to certain portions, which portions have been filed separately with the Securities and Exchange Commission.

Exhibit 3.1

CERTIFICATE OF INCORPORATION
OF
DUPONT CONTRAST IMAGING INC.

FIRST: The name of the corporation is DuPont Contrast Imaging Inc. (the "Corporation").

SECOND: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The Corporation is authorized to issue a total of 2,000 shares of Common Stock having a par value of $.01 per share.

FIFTH: The name and mailing address of the incorporator is: Mary Beth McDermott, 1007 Market Street, Wilmington, DE 19898.

SIXTH: The business and affairs of the Corporation shall be managed by the board of directors, and the directors need not be elected by ballot unless required by the bylaws of the Corporation.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter, or repeal the bylaws of the Corporation.

EIGHTH: The Corporation reserves the right to amend and repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

NINTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of Delaware is amended after approval by the stockholders of this article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the full extent permitted by the General Corporation Law of Delaware, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

I, THE UNDERSIGNED, being the sole incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make and file this Certificate of Incorporation, do certify that the facts herein stated are true, and, accordingly, have hereto set my hand this 17th day of September, 1999.

/s/ Mary Beth McDormott
Mary Beth McDormott

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 09/17/1999
991390075 – 3098309

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 10/07/1999
991426277 – 3098309

CERTIFICATE OF MERGER
OF
IMARX PHARMACEUTICAL CORP.
(an Arizona corporation)
with and into
DUPONT CONTRAST IMAGING INC.
(a Delaware corporation)

Pursuant to Section 252 of the
Delaware General Corporation Law

The undersigned corporations **DO HEREBY CERTIFY:**

FIRST: That the name and state of incorporation of each of the constituent corporations which is to merge is as follows:

Name	Jurisdiction
ImaRx Pharmaceutical Corp.	Arizona
DuPont Contrast Imaging Inc.	Delaware

SECOND: That an Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of the Section 252 of the Delaware General Corporation Law. Such approval by the shareholders of ImaRx Pharmaceutical Corp. was obtained at a special meeting of the shareholders held on October 7, 1999. No vote of the stockholders of DuPont Contrast Imaging Inc. was necessary to authorize the merger.

THIRD: That the name of the surviving corporation is DuPont Contrast Imaging Inc.

FOURTH: That the Certificate of Incorporation of DuPont Contrast Imaging Inc., the surviving corporation, as is in effect on the date of the merger provided in the Agreement and Plan of Merger shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of DuPont Contrast Imaging Inc., the surviving corporation, at 1007 Market Street, Wilmington, Delaware 19898.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by DuPont Contrast Imaging Inc., the surviving corporation, on request and without cost, to any stockholder (or shareholder) of any constituent corporation.

SEVENTH: That the manner of converting the shares of the capital stock of the merged corporation into shares or other securities of E.I. du Pont de Nemours and Company, the parent corporation of the surviving corporation, shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of the Agreement and Plan of Merger, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of the Agreement and Plan of Merger, and all rights in respect thereto, shall forthwith be changed and converted into cash and shares of common stock of E.I. du Pont de Nemours and Company.

(c) After the effective date of the Agreement and Plan of Merger, each holder of an outstanding certificate representing the shares of common stock of the merged corporation shall surrender the same to E.I. du Pont de Nemours and Company, the parent corporation of the surviving corporation, and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of E.I. du Pont de Nemours and Company on the basis provided therein. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of E.I. du Pont de Nemours and Company as provided therein, may be treated by E.I. du Pont de Nemours and Company and the surviving corporation for all corporate purposes as evidencing the ownership of shares of E.I. du Pont de Nemours and Company as though said surrender and exchange had taken place. After the effective date of the Agreement and Plan of Merger, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares cancelled and said registered owner shall be entitled to the number of common shares of E.I. du Pont de Nemours and Company on the basis provided therein.

EIGHTH: The authorized capital stock of ImaRx Pharmaceutical Corp. consists of 5,000,000 shares of common stock, par value $.01 per share.

IN WITNESS WHEREOF, each of the undersigned has caused this Certificate of Merger to be signed by a duly authorized officer this 7th day of October, 1999.

IMARX PHARMACEUTICAL CORP.

By: /s/ Evan C. Unger
Name: Evan C. Unger
Title: President and Chief Executive Officer

DUPONT CONTRAST IMAGING INC.

By: /s/ Nicholas L. Tek
Name: Nicholas L. Tek
Title: President

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

OF

DUPONT CONTRAST IMAGING INC.

It is hereby certified that:

FIRST: The name of the corporation (hereinafter called, the "Corporation") is

DUPONT CONTRAST IMAGING INC.

SECOND: The certificate of incorporation of the Corporation is hereby amended by striking out Article First thereof and substituting in lieu of said Article the following new Article First:

The name of the corporation (hereinafter called, the "Corporation") is:

BRISTOL-MYERS SQUIBB MEDICAL IMAGING, INC.

THIRD: The amendment of the certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Section 228 and 242 of the General Corporation Law of the State of Delaware.

Dated as of October 2, 2001

/s/ Sandra Leung
Sandra Leung
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 10/02/2001
010489504 – 3098309

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:25 PM 01/08/2008
FILED 05:33 PM 01/08/2008
SRV 080023521 – 3098309 FILE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
ACP LANTERN ACQUISITION, INC.
WITH AND INTO
BRISTOL-MYERS SQUIBB MEDICAL IMAGING, INC.
Under Section 253 of the General Corporation Law of the State of Delaware

ACP Lantern Acquisition, Inc., a corporation organized and existing under the laws of the State of Delaware (the " Corporation"), **DOES HEREBY CERTIFY:**

FIRST: That the Corporation was incorporated pursuant to the provisions of the General Corporation Law of the State of Delaware, on the 30 th day of November, 2007.

SECOND: That the Corporation owns 100% of the outstanding shares of the common stock, par value $0.01 per share (the " BMSMI Common Stock"), of Bristol-Myers Squibb Medical Imaging, Inc., a corporation organized pursuant to the provisions of the General Corporation Law of the State of Delaware under the name DuPont Contrast Imaging Inc. (" BMSMI"), on the 17th day of September 1999.

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted on the 8 th day of January, 2008, authorized and approved the merger of the Corporation with and into BMSMI, on the terms and conditions set forth in such resolutions:

RESOLVED, that the Corporation merge itself with and into BMSMI pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "Merger"), with BMSMI being the surviving corporation, and pursuant to and upon consummation of the Merger, BMSMI shall assume all of the Corporation's liabilities and obligations.

FURTHER RESOLVED, that the Merger be submitted to the sole stockholder of the Corporation for approval thereof, and that the directors of the Corporation hereby recommend that the sole stockholder approve the Merger;

FURTHER RESOLVED, that the Corporation, pursuant to and upon consummation of the Merger, cancel each share of BMSMI Common Stock held by the Corporation for no consideration so that such shares shall automatically cease to be outstanding;

FURTHER RESOLVED, that the holders of the common stock of the Corporation, pursuant to and upon consummation of the Merger, shall receive an equivalent number of shares of the common stock of BMSMI and shall have no further claims of any kind or nature;

FURTHER RESOLVED, that the Chief Executive Officer and President, Chairman, Treasurer, Secretary, any Vice President, any Assistant Secretary and any Assistant Treasurer of the Corporation (each, a " Proper Officer"), any one of whom may act without the joinder of any of the others, be, and they hereby are, authorized, empowered, and directed, for, on behalf of, and in the name of, the Corporation, to make, execute, certify, deliver, and acknowledge a Certificate of Ownership and Merger setting forth these resolutions and the date

of adoption thereof and to cause the same to be filed in the office of the Secretary of State of the State of Delaware and to do or cause to be done any and all such other acts and things as they, or any of them, may deem necessary or advisable to make effective or implement the intent and purposes of the foregoing resolutions, and any such document so executed or act or thing done or caused to be done by them, or any of them, shall be conclusive evidence of their, his or her authority in so doing; and

FURTHER RESOLVED, that each Proper Officer, any one of whom may act without the joinder of any of the others, be, and they hereby are, authorized, empowered, and directed, for, on behalf of, and in the name of, the Corporation, to take any further action and to do all things that they, or any of them, may deem necessary, appropriate, or advisable to effect the Merger, including, without limitation, preparing and filing such regulatory applications, notices, or other documents as may be required by the appropriate regulatory authorities, and any such action taken by any Proper Officer shall be conclusive evidence of their, his or her authority in so doing.

FOURTH: That the Merger has been approved by the sole stockholder of the Corporation by written consent.

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IN WITNESS WHEREOF, ACP Lantern Acquisition, Inc. has caused this Certificate of Ownership and Merger to be signed by an authorized officer this 8th day of January, 2008.

ACP LANTERN ACQUISITION, INC.

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Vice President

[SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER]

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:09 PM 02/14/2008
FILED 05:05 PM 02/14/2008
SRV 080163767 – 3098309 FILE

CERTIFICATE OF AMENDMENT
OF
THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
BRISTOL-MYERS SQUIBB MEDICAL IMAGING, INC.
(a Delaware corporation)

February 14, 2008

Bristol-Myers Squibb Medical Imaging, Inc.. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, as amended (the "DGCL"), does hereby certify as follows:

1. Article FIRST of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety, so that, as amended and restated, said Article FIRST shall be and read as follows:

"FIRST: The name of the corporation (which is hereinafter referred to as the "Corporation") is:

LANTHEUS MEDICAL IMAGING, INC."

2. This Amended and Restated Certificate of Incorporation herein certified has been duly adopted in accordance with Sections 242 of the DGCL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, on behalf of the Corporation, the undersigned has duly executed this Amended and Restated Certificate of Incorporation as of the date first written above.

/s/ Donald Kiepert

Name: Donald Kiepert
Title: President

Exhibit 3.2

SECOND AMENDED AND RESTATED
BY-LAWS
OF
LANTHEUS MEDICAL IMAGING, INC.
(a Delaware corporation)

ARTICLE I

Stockholders

SECTION 1. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year at such date and time, within or without the State of Delaware, as the Board of Directors shall determine.

SECTION 2. Special Meetings. Special meetings of stockholders for the transaction of such business as may properly come before the meeting may be called by order of the Board of Directors or by stockholders holding together at least a majority of all the shares of the Corporation entitled to vote at the meeting, and shall be held at such date and time, within or without the State of Delaware, as may be specified by such order.

SECTION 3. Notice of Meetings. Written or printed notice stating the place, day, and time of each meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally, by mail, facsimile transmission, or electronic mail, by or at the direction of the President, the Secretary, or the officer or person(s) calling the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is to be sent by mail it shall be directed to such stockholder at his address, as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation's giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary of the Corporation, any Assistant Secretary, the transfer agent or other person responsible for giving notice. Notices are deemed given (i) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (ii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (iii) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice

of such posting; or (iv) if by any other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

SECTION 4. Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 5. Quorum. Except as otherwise provided by law or the Corporation's Certificate of Incorporation, a quorum for the transaction of business at any meeting of stockholders shall consist of the holders of record of a majority of the issued and outstanding shares of the capital stock of the Corporation entitled to vote at the meeting, present in person or by proxy. If there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without further notice, until a quorum shall have been obtained. When a quorum is once present it is not broken by the subsequent withdrawal of any stockholder.

SECTION 6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board of Directors (the "Chairman of the Board"), if any, or if none or in the Chairman of the Board's absence the President, if any, or if none or in the President's absence a Vice-President, or, if none of the foregoing is present, by a chairman to be chosen by the stockholders entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Corporation, or in the Secretary's absence an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer of the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 7. Voting; Proxies; Required Vote (a) At each meeting of stockholders, every stockholder shall be entitled to vote in person or by proxy appointed by

instrument in writing, subscribed by such stockholder or by such stockholder's duly authorized attorney-in-fact (but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period), and, unless the Certificate of Incorporation provides otherwise, shall have one vote for each share of stock entitled to vote registered in the name of such stockholder on the books of the Corporation on the applicable record date fixed pursuant to these By-laws. At all elections of directors the voting may but need not be by ballot and a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors shall elect. Except as otherwise required by law or the Certificate of Incorporation, any other action shall be authorized by the vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter.

(b) Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Certificate of Incorporation, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(c) Where a separate vote by a class or classes, present in person or represented by proxy, shall constitute a quorum entitled to vote on that matter, the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class, unless otherwise provided in the Corporation's Certificate of Incorporation.

SECTION 8. Inspectors. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not so appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in

writing of any challenge, question or matter determined by such inspector or inspectors and execute a certificate of any fact found by such inspector or inspectors.

ARTICLE II

Board of Directors

SECTION 1. General Powers. The business, property and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors.

SECTION 2. Qualification; Number; Term; Remuneration. (a) Each director shall be at least 18 years of age. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the entire Board shall be such number as may be fixed from time to time by action of the stockholders or Board of Directors, one of whom may be selected by the Board of Directors to be its Chairman. The use of the phrase "entire Board" herein refers to the total number of directors which the Corporation would have if there were no vacancies.

(b) Directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal. Any director shall be subject to removal, with or without cause, at any time by vote or consent of the holders of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to elect directors.

(c) Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

SECTION 3. Quorum and Manner of Voting. Except as otherwise provided by law, a majority of the entire Board shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting from time to time to another time and place without notice. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4. Places of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of meeting.

SECTION 5. Annual Meeting. Following the annual meeting of stockholders, the newly elected Board of Directors shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting. Such meeting may be held without notice immediately after the annual meeting of stockholders at the same place at which such stockholders' meeting is held.

SECTION 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time determine. Notice of regular meetings need not be given.

SECTION 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, President and Chief Executive Officer or by a majority of the directors then in office and may be held at any place designated in the notice of the meeting with reasonable notice thereof being given to each director by the Secretary, the Chairman of the Board, if any, the President and Chief Executive Officer or any of the directors calling the meeting. It shall be reasonable and sufficient notice to a director to send notice by United States mail at least forty-eight hours in advance of any such meeting or twenty-four hours in advance of any such meeting if by telegram, facsimile transmission, electronic mail, telephone or in person. Notice of a meeting need not be given to any director if a written waiver of notice, executed by such director before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

SECTION 8. Organization. At all meetings of the Board of Directors, the Chairman of the Board, if any, or if none or in the Chairman of the Board's absence or inability to act the President, or in the President's absence or inability to act any Vice-President who is a member of the Board of Directors, or in such Vice-President's absence or inability to act a chairman chosen by the directors, shall preside. The Secretary of the Corporation shall act as secretary at all meetings of the Board of Directors when present, and, in the Secretary's absence, the presiding officer may appoint any person to act as secretary.

SECTION 9. Resignation. Any director may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares of stock outstanding and entitled to vote for the election of directors.

SECTION 10. Vacancies. Unless otherwise provided in these By-laws, vacancies on the Board of Directors, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director, or at a special meeting of the stockholders, by the holders of shares entitled to vote for the election of directors.

SECTION 11. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

SECTION 12. Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be authorized and prescribed by the Board of Directors.

ARTICLE III

Committees

SECTION 1. Appointment. From time to time the Board of Directors by a resolution adopted by a majority of the entire Board may appoint any committee or committees for any purpose or purposes, to the extent lawful, which shall have powers as shall be determined and specified by the Board of Directors in the resolution of appointment.

SECTION 2. Procedures, Quorum and Manner of Acting. Each committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board of Directors. Except as otherwise provided by law, the presence of a majority of the then appointed members of a committee shall constitute a quorum for the transaction of business by that committee, and in every case where a quorum is present the affirmative vote of a majority of the members of the committee present shall be the act of the committee. Each committee shall keep minutes of its proceedings, and actions taken by a committee shall be reported to the Board of Directors.

SECTION 3. Action by Written Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if all the members of the committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the committee.

SECTION 4. Term; Termination. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors.

ARTICLE IV

Officers

SECTION 1. Election and Qualifications. The Board of Directors shall elect the officers of the Corporation, which shall include a President and a Secretary, and may include, by election or appointment, one or more Vice-Presidents (any one or more of

whom may be given an additional designation of rank or function), a Treasurer and such Assistant Secretaries, such Assistant Treasurers and such other officers as the Board may from time to time deem proper. Each officer shall have such powers and duties as may be prescribed by these By-laws and as may be assigned by the Board of Directors or the President. Any two or more offices may be held by the same person.

SECTION 2. Term of Office and Remuneration. The term of office of all officers shall be one year and until their respective successors have been elected and qualified, but any officer may be removed from office, either with or without cause, at any time by the Board of Directors. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors. The remuneration of all officers of the Corporation may be fixed by the Board of Directors or in such manner as the Board of Directors shall provide.

SECTION 3. Resignation; Removal. Any officer may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any officer shall be subject to removal, with or without cause, at any time by vote or consent of a majority of the entire Board.

SECTION 4. President and Chief Executive Officer. The President shall be the Chief Executive Officer of the Corporation, and shall have such duties as customarily pertain to that office. The President shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 5. Vice-President. A Vice-President may execute and deliver in the name of the Corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board of Directors or the President.

SECTION 6. Treasurer. The Treasurer shall in general have all duties incident to the position of Treasurer and such other duties as may be assigned by the Board of Directors or the President.

SECTION 7. Secretary. The Secretary shall in general have all the duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors or the President.

SECTION 8. Assistant Officers. Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board of Directors shall from time to time prescribe.

ARTICLE V

Books and Records

SECTION 1. Location. The books and records of the Corporation may be kept at such place or places within or outside the State of Delaware as the Board of Directors or the respective officers in charge thereof may from time to time determine. The record books containing the names and addresses of all stockholders, the number and class of shares of stock held by each and the dates when they respectively became the owners of record thereof shall be kept by the Secretary as prescribed in the By-laws and by such officer or agent as shall be designated by the Board of Directors.

SECTION 2. Addresses of Stockholders. Notices of meetings and all other corporate notices may be delivered personally or mailed to each stockholder at the stockholder's address as it appears on the records of the Corporation.

SECTION 3. Fixing Date for Determination of Stockholders of Record. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this State, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by this chapter, the record date for determining stockholders entitled to consent to corporate action in writing without

a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE VI

Certificates Representing Stock

SECTION 1. Certificates; Signatures. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman of the Board, the President or the Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form. Any and all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

SECTION 2. Transfers of Stock. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, shares of capital stock shall be transferable on the books of the Corporation only by the holder of record thereof in person, or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, properly endorsed, and the payment of all taxes due thereon.

SECTION 3. Fractional Shares. The Corporation may, but shall not be required to, issue certificates for fractions of a share where necessary to effect authorized transactions, or the Corporation may pay in cash the fair value of fractions of a share as of

the time when those entitled to receive such fractions are determined, or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a stockholder except as therein provided.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation.

SECTION 4. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any certificate, theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may require the owner of any lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

ARTICLE VII

Dividends

Subject always to the provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if any, what part of any, funds legally available for the payment of dividends shall be declared as dividends and paid to stockholders; the division of the whole or any part of such funds of the Corporation shall rest wholly within the lawful discretion of the Board of Directors, and it shall not be required at any time, against such discretion, to divide or pay any part of such funds among or to the stockholders as dividends or otherwise; and before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VIII

Ratification

Any transaction, questioned in any law suit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non-disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board of Directors or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be

binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE IX

Corporate Seal

The corporate seal shall have inscribed thereon the name of the Corporation and the year of its incorporation, and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said corporate seal.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE XI

Waiver of Notice

Whenever notice is required to be given by these By-laws or by the Certificate of Incorporation or by law, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE XII

Bank Accounts, Drafts, Contracts, Etc.

SECTION 1. Bank Accounts and Drafts. In addition to such bank accounts as may be authorized by the Board of Directors, the primary financial officer or any person designated by said primary financial officer, whether or not an employee of the Corporation, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, payments from such bank accounts to be made upon and according to the check of the Corporation in accordance with the written instructions of said primary financial officer, or other person so designated by the Treasurer.

SECTION 2. Contracts. The Board of Directors may authorize any person or persons, in the name and on behalf of the Corporation, to enter into or execute

and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 3. Proxies; Powers of Attorney; Other Instruments . The Chairman of the Board, the President or any other person designated by either of them shall have the power and authority to execute and deliver proxies, powers of attorney and other instruments on behalf of the Corporation in connection with the rights and powers incident to the ownership of stock by the Corporation. The Chairman of the Board, the President or any other person authorized by proxy or power of attorney executed and delivered by either of them on behalf of the Corporation may attend and vote at any meeting of stockholders of any company in which the Corporation may hold stock, and may exercise on behalf of the Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, or otherwise as specified in the proxy or power of attorney so authorizing any such person. The Board of Directors, from time to time, may confer like powers upon any other person.

SECTION 4. Financial Reports. The Board of Directors may appoint the primary financial officer or other fiscal officer or any other officer to cause to be prepared and furnished to stockholders entitled thereto any special financial notice and/or financial statement, as the case may be, which may be required by any provision of law.

ARTICLE XIII

Amendments

The Board of Directors shall have power to adopt, amend or repeal By-laws. By-laws adopted by the Board of Directors may be repealed or changed, and new By-laws made, by the holders of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote, and such holders may prescribe that any By-law made by them shall not be altered, amended or repealed by the Board of Directors.

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The undersigned, the secretary of the Corporation, hereby certifies that the foregoing amended and restated bylaws were adopted by the board of directors of the Corporation as of March 29, 2010.

/s/ Michael Duffy
Michael Duffy, Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED BYLAWS OF LANTHEUS MEDICAL IMAGING, INC.]

Exhibit 3.3

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:19 AM 11/30/2007
FILED 10:07 AM 11/30/2007
SRV 071270136 – 4465403 FILE

CERTIFICATE OF INCORPORATION
OF
ACP LANTERN INTERMEDIATE HOLDINGS, INC.

THE UNDERSIGNED, being a natural person for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the corporation is ACP Lantern Intermediate Holdings, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 615 South DuPont Highway, City of Dover, County of Kent, State of Delaware. The name of the registered agent of the Corporation in the State of Delaware at such address is National Corporate Research, Ltd.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time amended.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is ten thousand (10,000) shares of common stock having a par value of $0.001.

FIFTH: The name and mailing address of the incorporator is Ben Silbert, c/o Avista Capital Partners, L.P., 65 East 55th Street, 18th Floor, New York, NY 10022.

SIXTH: Upon filing this Certificate of Incorporation, the name and mailing address of the person who is to serve as director is:

David Burgstahler
c/o Avista Capital Partners, L.P.
65 East 55th Street, 18th Floor
New York, NY 10022.

SEVENTH: In furtherance and not in limitation of the powers conferred by law, subject to any limitations contained elsewhere in this Certificate of Incorporation, the Corporation may adopt, amend or repeal By-laws by the vote of a majority of the board of directors of the Corporation, but any By-laws adopted by the board of directors may be amended or repealed by the stockholders entitled to vote thereon. Election of directors need not be by written ballot.

EIGHTH: (a) A director of the Corporation shall not be personally liable either to the Corporation or to any stockholder of the Corporation for monetary damages for breach of fiduciary duty as a director, except (i) for any breach of the director's duty

of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (iv) for any transaction from which the director shall have derived an improper personal benefit. Neither amendment nor repeal of this paragraph (a) nor the adoption of any provision of this Certificate of Incorporation inconsistent with this paragraph (a) shall eliminate or reduce the effect of this paragraph (a) in respect of any matter occurring, or any cause of action, suit or claim that, but for this paragraph (a) of this Article Eighth, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

(b) The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to, or testifies in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative in nature, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding to the full extent permitted by law, and the Corporation may adopt By-laws or enter into agreements with any such person for the purpose of providing for such indemnification.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Incorporation on this 30th day of November, 2007.

/s/ Ben Silbert

Ben Silbert
Sole Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:13 PM 02/21/2008
FILED 05:15 PM 02/21/2008
SRV 080200064 – 4465403 FILE

CERTIFICATE OF AMENDMENT
OF
THE AMENDED CERTIFICATE OF INCORPORATION
OF
ACP LANTERN INTERMEDIATE HOLDINGS, INC.
(a Delaware corporation)

February 21, 2008

ACP Lantern Intermediate Holdings, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, as amended (the "DGCL"), does hereby certify as follows:

1. Article FIRST of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety, so that, as amended, said Article FIRST shall be and read as follows:

"FIRST: The name of the corporation (which is hereinafter referred to as the "Corporation") is:

LANTHEUS MI INTERMEDIATE, INC."

2. This Amended Certificate of Incorporation herein certified has been duly adopted in accordance with Section 242 of the DGCL.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, on behalf of the Corporation, the undersigned has duly executed this Amended Certificate of Incorporation as of the date first written above.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President

Exhibit 3.4

FIRST AMENDED AND RESTATED
BY-LAWS
OF
LANTHEUS MI INTERMEDIATE, INC.
(a Delaware corporation)

ARTICLE I

Stockholders

SECTION 1. Annual Meetings. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year at such date and time, within or without the State of Delaware, as the Board of Directors shall determine.

SECTION 2. Special Meetings. Special meetings of stockholders for the transaction of such business as may properly come before the meeting may be called by order of the Board of Directors or by stockholders holding together at least a majority of all the shares of the Corporation entitled to vote at the meeting, and shall be held at such date and time, within or without the State of Delaware, as may be specified by such order.

SECTION 3. Notice of Meetings. Written or printed notice stating the place, day, and time of each meeting of the stockholders, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally, by mail, facsimile transmission, or electronic mail, by or at the direction of the President, the Secretary, or the officer or person(s) calling the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is to be sent by mail it shall be directed to such stockholder at his address, as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at such other address. For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation's giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary of the Corporation, any Assistant Secretary, the transfer agent or other person responsible for giving notice. Notices are deemed given (i) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (ii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (iii) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice

of such posting; or (iv) if by any other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, any meeting of the stockholders or any adjourned session thereof need be specified in any written waiver of notice.

SECTION 4. Stockholder Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 5. Quorum. Except as otherwise provided by law or the Corporation's Certificate of Incorporation, a quorum for the transaction of business at any meeting of stockholders shall consist of the holders of record of a majority of the issued and outstanding shares of the capital stock of the Corporation entitled to vote at the meeting, present in person or by proxy. If there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without further notice, until a quorum shall have been obtained. When a quorum is once present it is not broken by the subsequent withdrawal of any stockholder.

SECTION 6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board of Directors (the "Chairman of the Board"), if any, or if none or in the Chairman of the Board's absence the President, if any, or if none or in the President's absence a Vice-President, or, if none of the foregoing is present, by a chairman to be chosen by the stockholders entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Corporation, or in the Secretary's absence an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer of the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 7. Voting; Proxies; Required Vote (a) At each meeting of stockholders, every stockholder shall be entitled to vote in person or by proxy appointed by

instrument in writing, subscribed by such stockholder or by such stockholder's duly authorized attorney-in-fact (but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period), and, unless the Certificate of Incorporation provides otherwise, shall have one vote for each share of stock entitled to vote registered in the name of such stockholder on the books of the Corporation on the applicable record date fixed pursuant to these By-laws. At all elections of directors the voting may but need not be by ballot and a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors shall elect. Except as otherwise required by law or the Certificate of Incorporation, any other action shall be authorized by the vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter.

(b) Any action required or permitted to be taken at any meeting of stockholders may, except as otherwise required by law or the Certificate of Incorporation, be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of record of the issued and outstanding capital stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and the writing or writings are filed with the permanent records of the Corporation. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

(c) Where a separate vote by a class or classes, present in person or represented by proxy, shall constitute a quorum entitled to vote on that matter, the affirmative vote of the majority of shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class, unless otherwise provided in the Corporation's Certificate of Incorporation.

SECTION 8. Inspectors. The Board of Directors, in advance of any meeting, may, but need not, appoint one or more inspectors of election to act at the meeting or any adjournment thereof. If an inspector or inspectors are not so appointed, the person presiding at the meeting may, but need not, appoint one or more inspectors. In case any person who may be appointed as an inspector fails to appear or act, the vacancy may be filled by appointment made by the directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, if any, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors, if any, shall determine the number of shares of stock outstanding and the voting power of each, the shares of stock represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspector or inspectors, if any, shall make a report in

writing of any challenge, question or matter determined by such inspector or inspectors and execute a certificate of any fact found by such inspector or inspectors.

ARTICLE II

Board of Directors

SECTION 1. General Powers. The business, property and affairs of the Corporation shall be managed by, or under the direction of, the Board of Directors.

SECTION 2. Qualification; Number; Term; Remuneration. (a) Each director shall be at least 18 years of age. A director need not be a stockholder, a citizen of the United States, or a resident of the State of Delaware. The number of directors constituting the entire Board shall be such number as may be fixed from time to time by action of the stockholders or Board of Directors, one of whom may be selected by the Board of Directors to be its Chairman. The use of the phrase "entire Board" herein refers to the total number of directors which the Corporation would have if there were no vacancies.

(b) Directors who are elected at an annual meeting of stockholders, and directors who are elected in the interim to fill vacancies and newly created directorships, shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal. Any director shall be subject to removal, with or without cause, at any time by vote or consent of the holders of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to elect directors.

(c) Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

SECTION 3. Quorum and Manner of Voting. Except as otherwise provided by law, a majority of the entire Board shall constitute a quorum. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting from time to time to another time and place without notice. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 4. Places of Meetings. Meetings of the Board of Directors may be held at any place within or without the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of meeting.

SECTION 5. Annual Meeting. Following the annual meeting of stockholders, the newly elected Board of Directors shall meet for the purpose of the election of officers and the transaction of such other business as may properly come before the meeting. Such meeting may be held without notice immediately after the annual meeting of stockholders at the same place at which such stockholders' meeting is held.

SECTION 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall from time to time determine. Notice of regular meetings need not be given.

SECTION 7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, President and Chief Executive Officer or by a majority of the directors then in office and may be held at any place designated in the notice of the meeting with reasonable notice thereof being given to each director by the Secretary, the Chairman of the Board, if any, the President and Chief Executive Officer or any of the directors calling the meeting. It shall be reasonable and sufficient notice to a director to send notice by United States mail at least forty-eight hours in advance of any such meeting or twenty-four hours in advance of any such meeting if by telegram, facsimile transmission, electronic mail, telephone or in person. Notice of a meeting need not be given to any director if a written waiver of notice, executed by such director before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

SECTION 8. Organization. At all meetings of the Board of Directors, the Chairman of the Board, if any, or if none or in the Chairman of the Board's absence or inability to act the President, or in the President's absence or inability to act any Vice-President who is a member of the Board of Directors, or in such Vice-President's absence or inability to act a chairman chosen by the directors, shall preside. The Secretary of the Corporation shall act as secretary at all meetings of the Board of Directors when present, and, in the Secretary's absence, the presiding officer may appoint any person to act as secretary.

SECTION 9. Resignation. Any director may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any or all of the directors may be removed, with or without cause, by the holders of a majority of the shares of stock outstanding and entitled to vote for the election of directors.

SECTION 10. Vacancies. Unless otherwise provided in these By-laws, vacancies on the Board of Directors, whether caused by resignation, death, disqualification, removal, an increase in the authorized number of directors or otherwise, may be filled by the affirmative vote of a majority of the remaining directors, although less than a quorum, or by a sole remaining director, or at a special meeting of the stockholders, by the holders of shares entitled to vote for the election of directors.

SECTION 11. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the directors consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

SECTION 12. Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of the Board of Directors and shall have such other powers and duties as may from time to time be authorized and prescribed by the Board of Directors.

ARTICLE III

Committees

SECTION 1. Appointment. From time to time the Board of Directors by a resolution adopted by a majority of the entire Board may appoint any committee or committees for any purpose or purposes, to the extent lawful, which shall have powers as shall be determined and specified by the Board of Directors in the resolution of appointment.

SECTION 2. Procedures, Quorum and Manner of Acting. Each committee shall fix its own rules of procedure, and shall meet where and as provided by such rules or by resolution of the Board of Directors. Except as otherwise provided by law, the presence of a majority of the then appointed members of a committee shall constitute a quorum for the transaction of business by that committee, and in every case where a quorum is present the affirmative vote of a majority of the members of the committee present shall be the act of the committee. Each committee shall keep minutes of its proceedings, and actions taken by a committee shall be reported to the Board of Directors.

SECTION 3. Action by Written Consent. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting if all the members of the committee consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the committee.

SECTION 4. Term; Termination. In the event any person shall cease to be a director of the Corporation, such person shall simultaneously therewith cease to be a member of any committee appointed by the Board of Directors.

ARTICLE IV

Officers

SECTION 1. Election and Qualifications. The Board of Directors shall elect the officers of the Corporation, which shall include a President and a Secretary, and may include, by election or appointment, one or more Vice-Presidents (any one or more of

whom may be given an additional designation of rank or function), a Treasurer and such Assistant Secretaries, such Assistant Treasurers and such other officers as the Board may from time to time deem proper. Each officer shall have such powers and duties as may be prescribed by these By-laws and as may be assigned by the Board of Directors or the President. Any two or more offices may be held by the same person.

SECTION 2. Term of Office and Remuneration. The term of office of all officers shall be one year and until their respective successors have been elected and qualified, but any officer may be removed from office, either with or without cause, at any time by the Board of Directors. Any vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors. The remuneration of all officers of the Corporation may be fixed by the Board of Directors or in such manner as the Board of Directors shall provide.

SECTION 3. Resignation; Removal. Any officer may resign at any time upon written notice to the Corporation and such resignation shall take effect upon receipt thereof by the President or Secretary, unless otherwise specified in the resignation. Any officer shall be subject to removal, with or without cause, at any time by vote or consent of a majority of the entire Board.

SECTION 4. President and Chief Executive Officer. The President shall be the Chief Executive Officer of the Corporation, and shall have such duties as customarily pertain to that office. The President shall have general management and supervision of the property, business and affairs of the Corporation and over its other officers; may appoint and remove assistant officers and other agents and employees, other than officers referred to in Section 1 of this Article IV; and may execute and deliver in the name of the Corporation powers of attorney, contracts, bonds and other obligations and instruments.

SECTION 5. Vice-President. A Vice-President may execute and deliver in the name of the Corporation contracts and other obligations and instruments pertaining to the regular course of the duties of said office, and shall have such other authority as from time to time may be assigned by the Board of Directors or the President.

SECTION 6. Treasurer. The Treasurer shall in general have all duties incident to the position of Treasurer and such other duties as may be assigned by the Board of Directors or the President.

SECTION 7. Secretary. The Secretary shall in general have all the duties incident to the office of Secretary and such other duties as may be assigned by the Board of Directors or the President.

SECTION 8. Assistant Officers. Any assistant officer shall have such powers and duties of the officer such assistant officer assists as such officer or the Board of Directors shall from time to time prescribe.

ARTICLE V

Books and Records

SECTION 1. Location. The books and records of the Corporation may be kept at such place or places within or outside the State of Delaware as the Board of Directors or the respective officers in charge thereof may from time to time determine. The record books containing the names and addresses of all stockholders, the number and class of shares of stock held by each and the dates when they respectively became the owners of record thereof shall be kept by the Secretary as prescribed in the By-laws and by such officer or agent as shall be designated by the Board of Directors.

SECTION 2. Addresses of Stockholders. Notices of meetings and all other corporate notices may be delivered personally or mailed to each stockholder at the stockholder's address as it appears on the records of the Corporation.

SECTION 3. Fixing Date for Determination of Stockholders of Record. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in this State, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by this chapter, the record date for determining stockholders entitled to consent to corporate action in writing without

a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE VI

Certificates Representing Stock

SECTION 1. Certificates; Signatures. The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate, signed by or in the name of the Corporation by the Chairman of the Board, the President or the Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, representing the number of shares registered in certificate form. Any and all signatures on any such certificate may be facsimiles. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. The name of the holder of record of the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the Corporation.

SECTION 2. Transfers of Stock. Upon compliance with provisions restricting the transfer or registration of transfer of shares of stock, if any, shares of capital stock shall be transferable on the books of the Corporation only by the holder of record thereof in person, or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, properly endorsed, and the payment of all taxes due thereon.

SECTION 3. Fractional Shares. The Corporation may, but shall not be required to, issue certificates for fractions of a share where necessary to effect authorized transactions, or the Corporation may pay in cash the fair value of fractions of a share as of

the time when those entitled to receive such fractions are determined, or it may issue scrip in registered or bearer form over the manual or facsimile signature of an officer of the Corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a stockholder except as therein provided.

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates representing shares of the Corporation.

SECTION 4. Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in place of any certificate, theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Board of Directors may require the owner of any lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

ARTICLE VII

Dividends

Subject always to the provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if any, what part of any, funds legally available for the payment of dividends shall be declared as dividends and paid to stockholders; the division of the whole or any part of such funds of the Corporation shall rest wholly within the lawful discretion of the Board of Directors, and it shall not be required at any time, against such discretion, to divide or pay any part of such funds among or to the stockholders as dividends or otherwise; and before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE VIII

Ratification

Any transaction, questioned in any law suit on the ground of lack of authority, defective or irregular execution, adverse interest of director, officer or stockholder, non-disclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board of Directors or by the stockholders, and if so ratified shall have the same force and effect as if the questioned transaction had been originally duly authorized. Such ratification shall be

binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE IX

Corporate Seal

The corporate seal shall have inscribed thereon the name of the Corporation and the year of its incorporation, and shall be in such form and contain such other words and/or figures as the Board of Directors shall determine. The corporate seal may be used by printing, engraving, lithographing, stamping or otherwise making, placing or affixing, or causing to be printed, engraved, lithographed, stamped or otherwise made, placed or affixed, upon any paper or document, by any process whatsoever, an impression, facsimile or other reproduction of said corporate seal.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be the calendar year.

ARTICLE XI

Waiver of Notice

Whenever notice is required to be given by these By-laws or by the Certificate of Incorporation or by law, a written waiver thereof, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

ARTICLE XII

Bank Accounts, Drafts, Contracts, Etc.

SECTION 1. Bank Accounts and Drafts. In addition to such bank accounts as may be authorized by the Board of Directors, the primary financial officer or any person designated by said primary financial officer, whether or not an employee of the Corporation, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Corporation as he may deem necessary or appropriate, payments from such bank accounts to be made upon and according to the check of the Corporation in accordance with the written instructions of said primary financial officer, or other person so designated by the Treasurer.

SECTION 2. Contracts. The Board of Directors may authorize any person or persons, in the name and on behalf of the Corporation, to enter into or execute

and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 3. Proxies; Powers of Attorney; Other Instruments . The Chairman of the Board, the President or any other person designated by either of them shall have the power and authority to execute and deliver proxies, powers of attorney and other instruments on behalf of the Corporation in connection with the rights and powers incident to the ownership of stock by the Corporation. The Chairman of the Board, the President or any other person authorized by proxy or power of attorney executed and delivered by either of them on behalf of the Corporation may attend and vote at any meeting of stockholders of any company in which the Corporation may hold stock, and may exercise on behalf of the Corporation any and all of the rights and powers incident to the ownership of such stock at any such meeting, or otherwise as specified in the proxy or power of attorney so authorizing any such person. The Board of Directors, from time to time, may confer like powers upon any other person.

SECTION 4. Financial Reports. The Board of Directors may appoint the primary financial officer or other fiscal officer or any other officer to cause to be prepared and furnished to stockholders entitled thereto any special financial notice and/or financial statement, as the case may be, which may be required by any provision of law.

ARTICLE XIII

Amendments

The Board of Directors shall have power to adopt, amend or repeal By-laws. By-laws adopted by the Board of Directors may be repealed or changed, and new By-laws made, by the holders of a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote, and such holders may prescribe that any By-law made by them shall not be altered, amended or repealed by the Board of Directors.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

The undersigned, the secretary of the Corporation, hereby certifies that the foregoing amended and restated bylaws were adopted by the board of directors of the Corporation as of March 29, 2010.

/s/ Michael Duffy
Michael Duffy, Secretary

[SIGNATURE PAGE TO BYLAWS OF LANTHEUS MI INTERMEDIATE, INC.]

Exhibit 3.5

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 12/06/2007
FILED 01:53 PM 12/06/2007
SRV 071292089 – 4469098 FILE

CERTIFICATE OF FORMATION

OF

ACP LANTERN REAL ESTATE, LLC

This Certificate of Formation of ACP Lantern Real Estate, LLC (the "LLC") is being duly executed and filed by Gaia Morelli, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

FIRST: The name of the limited liability company formed hereby is ACP Lantern Real Estate, LLC.

SECOND: The address of the registered office of the LLC in the State of Delaware and the name and address of the registered agent for service of process on the LLC in the State of Delaware is: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

THIRD: This Certificate of Formation shall be effective on the date of filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 6th day of December, 2007, and does hereby affirm that the statements contained herein have been examined by the undersigned and are true and correct.

By: /s/Gaia Morelli
Name: Gaia Morelli
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:16 PM 02/21/2008
FILED 04:13 PM 02/21/2008
SRV 080199187 – 4469098 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: ACP Lantern Real Estate, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: Article FIRST of the Certificate of Formation of the Company is hereby amended to read as follows:
"FIRST: The name of the limited liability company formed hereby is:
LANTHEUS MI REAL ESTATE, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 21st day of February, A.D. 2008.

LANTHEUS MEDICAL IMAGING, INC.
Its Sole Member

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:21 PM 03/31/2009
FILED 04:06 PM 03/31/2009
SRV 090320946 – 4469098 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company:
Lantheus MI Real Estate, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 1980I The name of its registered agent at such address is The Corporation Trust Company

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 13th day of March, A.D. 2009.

By: /s/ Michael Duffy
Authorized Person(s)

Name: Michael Duffy
Print or Type

Exhibit 3.6

EXECUTION COPY

LIMITED LIABILITY COMPANY AGREEMENT

OF

ACP Lantern Real Estate, LLC

This Limited Liability Company Agreement (this "***Agreement***") of ACP Lantern Real Estate, LLC (the "***Company***") is entered into this 19th day of December, 2007 by ACP Lantern Acquisition, Inc. (the "***Member***") pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "Act").

1. Name. The name of the limited liability company governed hereby is ACP Lantern Real Estate, LLC (the " ***Company***").

2. Certificates. Gaia Morelli as an authorized person within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the execution of this Agreement, her powers as an authorized person shall cease and the Member shall thereafter be designated as an authorized person within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in all lawful activities for which limited liability companies may be formed under the Act.

4. Powers. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Company, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Company by the Member pursuant to this Agreement, including those set forth in Section 15.

5. Principal Business Office. The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

7. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are

Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

8. Name and Mailing Address of the Member. The name and the mailing address of the Member are as follows:

Name	Address
ACP Lantern Acquisition, Inc.	c/o Avista Capital Partners 65 E. 55th Street, 18th floor New York NY 10022

9. Term. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company in accordance with the Act and shall continue until dissolution of the Company in accordance with Section 22 of this Agreement.

10. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

11. Capital Contribution. The Member is deemed admitted as a Member of the Company upon its execution and delivery of this Agreement. The initial contribution of the Member consists of one hundred (100) USD and the funds necessary to acquire the property located at 331 Treble Cove Road, North Billerica, Massachusetts. The total capital of the Member in the Company from time to time shall be referred to as the Member's "Capital."

12. Additional Contributions. The Member is not required to make additional Capital contributions to the Company.

13. Capital Account. A Capital account shall be maintained for the Member on the books of the Company, which account shall set forth the Capital of the Member in the Company.

14. Distributions. Distributions shall be made to the Member at such times and in such amounts as may be determined in the sole discretion of the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

15. Management.

a. The business and affairs of the Company shall be managed by the Member. Subject to the express limitations contained in any provision of this Agreement, the Member shall have complete and absolute control of the affairs and business of the Company, and shall possess all powers necessary, convenient or appropriate to carrying out the purposes and business of the Company, including, without limitation, doing all things and taking all actions necessary to carrying out the terms and provisions of this Agreement.

b. Subject to the rights and powers of the Member and the limitations thereon contained herein, the Member may delegate to any person any or all of its powers, rights and obligations under this Agreement and may appoint, contract or otherwise deal with any person to perform any acts or services for the Company as the Member may reasonably determine.

c. The Member shall have the powers set forth above until the earliest to occur of its dissolution or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, at which time the legal successor, if applicable, of the Member shall appoint a successor to the interest of the Member for the purpose of settling the estate or administering the property of the Member.

d. The Member may be compensated for its services to the Company, as determined in its sole discretion.

16. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 16 may be revoked at any time by the Member.

17. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

18. Exculpation and Indemnification. None of the Member or any Officer (each an "Indemnified Party") shall be liable to the Company or any other person or entity who has an interest in the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Party by this Agreement, except that an Indemnified Party shall be liable for any such loss, damage or claim incurred by

reason of such Indemnified Party's gross negligence or willful misconduct. To the full extent permitted by applicable law, an Indemnified Party shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Indemnified Party by reason of any act or omission performed or omitted by such Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Party by this Agreement, except that no Indemnified Party shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Party by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof.

19. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

20. Termination of Membership. The rights of the Member to share in the Profits and Losses of the Company, to receive distributions and to assign its interest in the Company pursuant to Section 21 shall, on its dissolution, devolve on its legal successor.

21. Assignments. The Member may transfer, assign, pledge or hypothecate, in whole or in part, its limited liability company interest, as determined in its sole discretion.

22. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or, (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

b. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner).

23. Elections. The Member shall determine the accounting methods and conventions under the tax laws of any and all applicable jurisdictions as to the treatment of income, gain, loss, deduction and credit of the Company or any other method or procedure related to the preparation of such tax returns. The Member may cause the Company to make or refrain from making any and all elections permitted by such tax laws, and the Member shall not be liable for any consequences to any previously

admitted or subsequently admitted Members resulting from their making or failing to make any such elections.

24. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

26. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

27. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles thereof), and all rights and remedies shall be governed by such laws.

28. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

ACP LANTERN ACQUISITION, INC.

/s/ David Burgstahler
David Burgstahler
Authorized Representative

[*SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT OF ACP LANTERN REAL ESTATE, LLC*]

Exhibit 4.1

EXECUTION VERSION

LANTHEUS MEDICAL IMAGING, INC.,
as Issuer,

GUARANTORS NAMED HEREIN,
as Guarantors,

and

WILMINGTON TRUST FSB,
as Trustee

INDENTURE

Dated as of May 10, 2010

9.750% Senior Notes due 2017

Lantheus Medical Imaging, Inc.

Reconciliation and tie between Trust Indenture Act of 1939 and Indenture, dated as of May 10, 2010*

Trust Indenture Act Section		Indenture Section
§ 310	(a)(1)	6.08
	(a)(2)	6.08
	(a)(5)	6.08
	(b)	6.05, 6.09
§ 311		1.01, 6.05
§ 312	(a)	7.01, 7.02
	(b)	7.02
	(c)	7.02
§ 313	(a)	7.03
	(b)(1)	7.01
	(b)(2)	7.01
	(c)(1)	6.02, 7.01, 7.03
	(c)(2)	6.02, 7.01, 7.03
§ 314	(a)	1.02, 1.05, 1.06, 10.08
	(a)(4)	10.07
	(c)(1)	1.02
	(c)(2)	1.02
	(c)(3)	N/A
	(e)	1.02
	(f)	N/A
§ 315	(a)	5.12, 6.01, 6.03
	(b)	1.06, 5.12, 6.02
	(c)	5.12, 6.01, 6.03
	(d)	5.12, 6.01, 6.03
	(e)	5.12, 6.03
§ 316(a)(last sentence)		1.01, 1.04(d)
	(a)(1)(A)	5.02, 5.12
	(a)(1)(B)	5.13
	(b)	5.08
	(c)	1.04(d)
§ 317	(a)(1)	5.03
	(a)(2)	5.04
	(b)	10.03
§ 318	(a)	1.11

* This reconciliation and tie shall not, for any purpose, be deemed to be a part of this Indenture.

TABLE OF CONTENTS(1)

(1) This table of contents shall not, for any purpose, be deemed to be a part of this Indenture.

INDENTURE, dated as of May 10, 2010 (this "*Indenture*"), among LANTHEUS MEDICAL IMAGING, INC., a Delaware corporation (the "*Issuer*"), having its principal office at 331 North Treble Cove Road, Building 600, North Billerica, Massachusetts, LANTHEUS MI INTERMEDIATE, INC., a Delaware corporation ("*Parent*"), certain of the Issuer's Subsidiaries, each named in the signature pages hereto (Parent and each such Subsidiary, a "*Guarantor*" and, collectively, the "*Guarantors*"), and WILMINGTON TRUST FSB, a federal savings bank, as trustee for the Holders of the Notes (as defined herein) (in such capacity, the "*Trustee*").

RECITALS OF THE ISSUER

The Issuer has duly authorized the creation of an issue of 9.750% Senior Notes due 2017 issued on the date hereof (the " *Notes*"), of substantially the tenor and amount hereinafter set forth, and to provide therefor the Issuer has duly authorized the execution and delivery of this Indenture. As used herein, "*Notes*" shall include any Additional Notes that are issued pursuant to this Indenture unless the context otherwise requires.

Each Guarantor has duly authorized its Guarantee of the Notes and to provide therefor each Guarantor has duly authorized the execution and delivery of this Indenture.

All things necessary have been done to make the Notes, when executed by the Issuer and authenticated and delivered hereunder and duly issued by the Issuer, the valid and legally binding obligations of the Issuer and to make this Indenture a valid and legally binding agreement of the Issuer, in accordance with their and its terms.

All things necessary have been done to make the Guarantees, upon execution and delivery of this Indenture, the valid obligations of each Guarantor and to make this Indenture a valid and legally binding agreement of each Guarantor, in accordance with their and its terms.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, it is mutually covenanted and agreed, for the equal

and proportionate benefit of all Holders, as follows:

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.01 *Definitions*.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP (as herein defined);

(d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;

(e) "or" is not exclusive;

(f) "including" means including without limitation;

(g) unsecured Indebtedness shall not be deemed to be subordinate or junior to secured Indebtedness merely by virtue of its nature as unsecured Indebtedness;

(h) secured Indebtedness shall not be deemed to be subordinate or junior to any other secured Indebtedness merely because it has a junior priority with respect to the same collateral; and

(i) Indebtedness that is not guaranteed shall not be deemed to be subordinate or junior to Indebtedness that is guaranteed merely because of such guarantee.

"*144A Global Note*" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"*Acquired Indebtedness*" means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Act*" when used with respect to any Holder, has the meaning specified in Section 1.04 of this Indenture.

"*Additional Interest*" has the meaning assigned to that term pursuant to the Registration Rights Agreement.

"*Additional Notes*" has the meaning set forth in Section 3.13.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "*control*" (including, with correlative meanings, the terms "*controlling*" and "*controlled by*") as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

"*Affiliate Transaction*" has the meaning specified in Section 10.12 of this Indenture.

"*Agent*" means any Note Registrar, co-registrar, Paying Agent or additional paying agent.

"*Annualized EBITDA*" means, with respect to any Person, the product of (x) the EBITDA of such Person from the most recently ended two fiscal quarters for which internal financial statements are available, times (y) two.

"*Applicable Premium*" means, with respect to any Note on any Redemption Date, the greater of:

(1) 1.0% of the principal amount of the Note on such Redemption Date; or

(2) the excess (if any) of:

(A) the present value at such Redemption Date of (i) the Redemption Price of the Note at May 15, 2014 (such Redemption Price being set forth in the table appearing in Section 11.01), *plus* (ii) all required interest payments due on the Note through May 15, 2014 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over

(B) the principal amount of the Note on such Redemption Date, if greater.

"*Applicable Procedures*" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such transfer or exchange.

"*Asset Sale*" means

(1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a sale and leaseback) of the Issuer or any Restricted Subsidiary (each referred to in this definition as a " *disposition*"), or

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than preferred stock of Restricted Subsidiaries issued in compliance with Section 10.10), in each case, other than:

(A) a disposition of Cash Equivalents, Investment Grade Securities or obsolete, damaged or worn out equipment or other assets (including leaseholds) in the ordinary course of business or a disposition of inventory or goods held for sale in the ordinary course of business;

(B) the disposition of all or substantially all of the assets of the Issuer in a manner permitted pursuant to the provisions described above under Article 8. or any disposition that constitutes a Change of Control pursuant to this Indenture;

(C) the making of any Restricted Payment or Permitted Investment that is permitted to be made under, and is made in accordance with, Section 10.09.

(D) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of transactions with an aggregate Fair Market Value of less than $5.0 million;

(E) any disposition of property or assets or issuance of securities by a Restricted Subsidiary to the Issuer or by the Issuer or a Restricted Subsidiary to a Restricted Subsidiary;

(F) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(G) the lease, assignment, sub-lease or license of any real or personal property in the ordinary course of business;

(H) any issuance or sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(I) foreclosures, condemnation or any similar action on assets;

(J) the surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claim of any kind, in each case, in the ordinary course of business;

(K) the creation of a Lien in accordance with this Indenture;

(L) any financing transaction with respect to property built or acquired by the Issuer or any Restricted Subsidiary after the Issue Date, including, without limitation, sale leasebacks and asset securitizations permitted by this Indenture;

(M) dispositions of Investments or receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings;

(N) the sale of Permitted Investments (other than sales of Equity Interests of any of the Issuer's Restricted Subsidiaries) made by the Issuer or any Restricted Subsidiary after the Issue Date, if such Permitted Investments were (a) received in exchange for, or purchased out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of, Equity Interests of the Issuer (other than Disqualified Stock) or (b) received in the form of, or were purchased from the proceeds of, a substantially concurrent contribution of common equity capital to the Issuer;

(O) the sale or discount of inventory, accounts receivable or notes receivable in the ordinary course of business or the conversion of accounts receivable to notes receivable;

(P) the abandonment of intellectual property rights in the ordinary course of business, which in the good faith determination of the Issuer are not material to the conduct of the business of the Issuer and its Restricted Subsidiaries taken as a whole; and

(Q) the licensing or sub-licensing of intellectual property or other general intangibles in the ordinary course of business.

"*Asset Sale Offer*" has the meaning specified in Section 10.16 of the Indenture.

"*Authenticating Agent*" has the meaning specified in Section 6.12 of this Indenture.

"*Bankruptcy Law*" means Title 11 of the United States Code, as amended, or any similar federal or state law for the relief of debtors.

"*Board of Directors*" means, with respect to any Person, either the board of directors or managing members, as applicable, of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee of such board.

"*Board Resolution*" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and, if required by this Indenture, delivered to the Trustee.

"*Business Day*" means any day other than a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a legal holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a legal holiday, and no interest shall accrue on such payment for the intervening period.

"*Capital Stock*" means

(1) in the case of a corporation, corporate stock,

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock,

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited), and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Capitalized Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP.

"*Cash Equivalents*" means

(1) United States dollars,

(2) pounds sterling,

(3) (A) euro, or any national currency of any participating member state in the European Union,

(B) Canadian dollars,

(C) Japanese Yen, or

(D) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by them from time to time in the ordinary course of business,

(4) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof, the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government, with maturities of 12 months or less from the date of acquisition,

(5) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of $250.0 million,

(6) repurchase obligations for underlying securities of the types described in clauses (4) and (5) entered into with any financial institution meeting the qualifications specified in clause (5) above,

(7) commercial paper rated at least P-2 by Moody's or at least A-2 by S&P and in each case maturing within 12 months after the date of creation thereof,

(8) investment funds investing 90% of their assets in securities of the types described in clauses (1) through (7) above,

(9) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having one of the two highest rating categories obtainable from either Moody's or S&P with maturities of 24 months or less from the date of acquisition,

(10) Indebtedness or preferred stock issued by Persons with a rating of "A" or higher from S&P or "A2" or higher from Moody's with maturities of 12 months or less from the date of acquisition, and

(11) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, direct obligations of the sovereign nation (or any agency thereof) in which such Foreign Subsidiary is organized and is conducting business or in obligations fully and unconditionally guaranteed by such sovereign nation (or any agency thereof).

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) through (3) above; *provided* that such amounts are converted into any currency listed in clauses (1) through (3) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

"*Change of Control*" means:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act)) other than any Permitted Holder;

(2) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any "person" (as defined above), other than any Permitted Holder, in the aggregate, beneficially owns (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) more than 50% of the Voting Stock of the Issuer, measured by voting power

rather than number of shares; *provided* that this clause (2) will not apply to the acquisition of the Issuer by one or more direct or indirect holding companies with no other material assets or operations, the Voting Stock of which is beneficially owned, immediately after such acquisition, by the Persons who beneficially owned the Voting Stock of the Issuer immediately prior to such acquisition (and in substantially the same proportions);

(3) the Issuer shall adopt a plan of liquidation or dissolution or any such plan shall be approved by the stockholders of the Issuer; or

(4) the first day on which a majority of the members of the Board of Directors of the Issuer are not Continuing Directors.

"*Change of Control Offer*" has the meaning specified in Section 10.15 of this Indenture.

"*Change of Control Payment*" has the meaning specified in Section 10.15 of this Indenture.

"*Change of Control Payment Date*" has the meaning specified in Section 10.15 of this Indenture.

"*Clearstream*" means Clearstream Banking, Société Anonyme, and its successors.

"*Commission*" means the Securities and Exchange Commission.

"*consolidated*" or "*Consolidated*" means, with respect to any Person, such Person consolidated with its Restricted Subsidiaries, and shall not include any Unrestricted Subsidiary.

"*Consolidated Annualized Leverage Ratio*" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of the Issuer and its Restricted Subsidiaries, less the amount of any cash and Cash Equivalents in excess of restricted cash that would be stated on the balance sheet of the Issuer and its Restricted Subsidiaries as of such date of determination to (2) the Issuer's Annualized EBITDA, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and Annualized EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Consolidated Depreciation and Amortization Expense*" means with respect to any Person for any period, the total amount of depreciation and amortization expense, including any amortization of deferred financing fees and amortization in relation to terminated Hedging Obligations, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted in computing Consolidated Net Income (including amortization of original issue discount resulting from the issuance of Indebtedness (other than the Notes) at less than par, non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments pursuant to Financial Accounting Standards Board Accounting Standards Codification 815), the interest component of Capitalized Lease Obligations, all commissions, discounts and other fees and changes owed with respect to letters of credit and bankers acceptances and net payments, if any, pursuant to interest rate Hedging

Obligations, and excluding amortization of deferred financing fees and any interest and penalties on tax reserves to the extent such Person has elected to treat such interest as interest expense under Financial Accounting Standards Board Accounting Standards Codification 740-10), *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued *, less*

(3) interest income of such Person and its Restricted Subsidiaries for such period.

"*Consolidated Net Income*" means, with respect to any Person for any period, the aggregate of the Net Income, of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, and otherwise determined in accordance with GAAP; *provided*, *however*, that:

(4) any net after-tax extraordinary, non-recurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses (including, without limitation, relating to the transactions described in the Offering Memorandum, severance, relocation, and new product introductions) shall be excluded;

(5) the cumulative effect of a change in accounting principles during such period shall be excluded;

(6) any net after-tax income or loss from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations shall be excluded;

(7) any net after-tax gains or losses (less all fees and expenses relating thereto) attributable to asset dispositions other than in the ordinary course of business, as determined in good faith by the Board of Directors of the Issuer, shall be excluded;

(8) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of the Issuer shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period;

(9) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(1) of the first paragraph of Section 10.09, the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of its Net Income is not at the date of determination wholly permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule, or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restriction with respect to the payment of dividends or in similar distributions has been legally waived; *provided* that Consolidated Net Income of the Issuer will be increased by the amount of dividends or other distributions or other payments actually paid in cash (or to the extent converted into cash) to the Issuer or a Restricted Subsidiary thereof in respect of such period, to the extent not already included therein;

(10) the effects of adjustments resulting from the application of purchase accounting (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in relation to any acquisition that is consummated after the Issue Date, net of taxes, shall be excluded;

(11) any net after-tax income or loss from the early extinguishment of Indebtedness or Hedging Obligations or other derivative instruments shall be excluded;

(12) any unrealized or realized gain or loss due solely to fluctuations in currency values and the related tax effects, determined in accordance with GAAP, shall be excluded;

(13) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded; and

(14) any non-cash compensation expense recorded from grants of stock appreciation or similar rights, stock options or other rights to officers, directors or employees shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 10.09 only (other than clause (c)(4) of the first paragraph in Section 10.09), there shall be excluded from Consolidated Net Income any income arising from any sale or other disposition of Restricted Investments made by the Issuer and the Restricted Subsidiaries, any repurchases and redemptions of Restricted Investments from the Issuer and the Restricted Subsidiaries, any repayments of loans and advances which constitute Restricted Investments by the Issuer or any Restricted Subsidiary, any sale of the stock of an Unrestricted Subsidiary or any distribution or dividend from an Unrestricted Subsidiary, in each case only to the extent such amounts increase the amount of Restricted Payments permitted under clause (c)(4) of the first paragraph in Section 10.09.

"*Consolidated Secured Debt Ratio*" means, as of any date of determination, the ratio of (1) Consolidated Total Indebtedness of the Issuer and its Restricted Subsidiaries that is secured by Liens on assets of the Issuer and its Restricted Securities less the amount of any cash and Cash Equivalents in excess of restricted cash that would be stated on the balance sheet of the Issuer and its Restricted Subsidiaries as of such date of determination, to (2) the Issuer's EBITDA for such period, in each case with such *pro forma* adjustments to Consolidated Total Indebtedness and EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Consolidated Total Indebtedness*" means, as at any date of determination, an amount equal to the sum of the aggregate amount of all outstanding Indebtedness of the Issuer and its Restricted Subsidiaries on a consolidated basis and the aggregate amount of all outstanding Disqualified Stock of the Issuer and all preferred stock of its Restricted Subsidiaries on a consolidated basis, with the amount of such Disqualified Stock and preferred stock equal to the greater of their respective voluntary or involuntary liquidation preferences and maximum fixed repurchase prices, in each case determined on a consolidated basis in accordance with GAAP. For purposes hereof, the "*maximum fixed repurchase price*" of any Disqualified Stock or preferred stock that does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock or preferred stock as if such Disqualified Stock or preferred stock were purchased on any date on which Consolidated Total Indebtedness shall be required to be determined pursuant to this Indenture, and if such price is based upon, or measured by, the Fair

Market Value of such Disqualified Stock or preferred stock, such Fair Market Value shall be determined reasonably and in good faith by the Issuer.

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent,

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds

(A) for the purchase or payment of any such primary obligation or

(B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Continuing Directors*" means, as of any date of determination, any member of the Board of Directors of the Issuer who:

(4) was a member of such Board of Directors on the date of this Indenture; or

(5) was nominated for election or elected to such Board of Directors with the approval of the Sponsor or a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election.

"*Corporate Trust Office*" means the principal corporate trust office of the Trustee, at which at any particular time its corporate trust business shall be administered, which office at the date of execution of this Indenture is located at Wilmington Trust FSB, Corporate Capital Markets, Corporate Capital Markets 246 Goose Lane, Suite 105 Guilford, Connecticut 06437, except that with respect to presentation of the Notes for payment or for registration of transfer or exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate agency business shall be conducted.

"*corporation*" includes corporations, associations, companies and business trusts.

"*Covenant Defeasance*" has the meaning specified in Section 13.03 of this Indenture.

"*Credit Agreement*" means the senior secured revolving credit facility to be executed in connection with the initial offering of the Notes as described in the Offering Memorandum.

"*Credit Facilities*" means, one or more debt facilities (including, without limitation, the Credit Agreement) or other financing arrangements (including, without limitation, commercial paper facilities, receivables facilities or indentures) providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or other long-term indebtedness, including any Notes, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner

(whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Custodian*" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Defaulted Interest*" has the meaning specified in Section 3.07 of this Indenture.

"*Definitive Note*" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 3.11 hereof, substantially in the form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"*Depositary*" means The Depository Trust Company ("*DTC*"), its nominees and their respective successors.

"*Designated Noncash Consideration*" means the Fair Market Value of noncash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, executed by a senior vice president or the principal financial officer of the Issuer, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

"*Designated Preferred Stock*" means preferred stock of the Issuer, any of its Restricted Subsidiaries or any direct or indirect parent corporation thereof (in each case other than Disqualified Stock) that is issued for cash (other than to the Issuer or any of its Restricted Subsidiaries or an employee stock ownership plan or trust established by the Issuer or its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officers' Certificate executed by the principal financial officer of the Issuer, on the issuance date thereof, the cash proceeds of which are excluded from the calculation set forth in clause (c) in the first paragraph in Section 10.09.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable or is redeemable at the option of the holder thereof, in whole or in part, in each case prior to the date 91 days after the earlier of the maturity date of the Notes and the date the Notes are no longer outstanding; *provided*, *however*, that if such Capital Stock is issued to any plan for the benefit of employees of the Issuer or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Issuer or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations; *provided, further,* that any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Issuer to repurchase such Capital Stock in the event of a change of control or asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Issuer may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption is permitted under the terms of this Indenture.

"*Domestic Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"*EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period *plus* (without duplication):

(1) provision for taxes based on income or profits, plus franchise or similar taxes, of such Person for such period deducted in computing Consolidated Net Income; *plus*

(2) Consolidated Interest Expense (and other components of Fixed Charges to the extent changes in GAAP after the Issue Date result in such components reducing Consolidated Net Income) of such Person for such period to the extent the same was deducted in calculating such Consolidated Net Income; *plus*

(3) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent such depreciation and amortization were deducted in computing Consolidated Net Income; *plus*

(4) any expenses or charges related to any Equity Offering, Permitted Investment, acquisition, disposition, recapitalization or Indebtedness permitted to be incurred by this Indenture (whether or not successful), including such fees, expenses or charges related to the offering of the Notes and the Credit Agreement and any amendment or other modification of the Notes or the Credit Agreement, and deducted in computing Consolidated Net Income; *plus*

(5) the amount of any restructuring charges, integration costs or other business optimization expenses and reserves deducted in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions after the Issue Date; *plus*

(6) any other non-cash charges, including any write offs or write downs of assets, reducing Consolidated Net Income for such period, excluding any such charge that represents an accrual or reserve for a cash expenditure for a future period; *plus*

(7) the amount of any non-controlling interest expense deducted in calculating Consolidated Net Income (less the amount of any cash dividends paid to the holders of such minority interests); *plus*

(8) the amount of management, monitoring, consulting and advisory fees and related expenses paid to Sponsor or any of its Affiliates, to the extent otherwise permitted under Section 10.12 and deducted (and not added back) in such period in computing Consolidated Net Income of such Person; *plus*

(9) any net loss from disposed or discontinued operations, to the extent deducted in computing Consolidated Net Income of such Person; *less*

(10) (a) non-cash items increasing Consolidated Net Income of such Person for such period, excluding any items which represent the reversal of any accrual of, or cash reserve for, potential cash charges that reduced EBITDA in any prior period, (b) any net income from disposed or discontinued operations to the extent included in computing Consolidated Net Income of such Person and (c) the amount of any non-controlling interest income included in computing Consolidated Net Income (less the amount of any cash dividends received by the Issuer or any of its Restricted Subsidiaries on such minority interest).

"*EMU*" means economic and monetary union as contemplated in the Treaty on European Union.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"*Equity Offering*" means any public or private sale of common stock or preferred stock of the Issuer or any of its direct or indirect parents (excluding Disqualified Stock), other than

(1) public offerings with respect to the Issuer's or any direct or indirect parent's common stock registered on Form S-8;

(2) any such public or private sale that constitutes an Excluded Contribution; and

(3) any sales to the Issuer or any of its Subsidiaries.

"*euro*" means the single currency of participating member states of the EMU.

"*Euroclear*" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"*Event of Default*" has the meaning specified in Section 5.01 of this Indenture.

"*Excess Proceeds*" has the meaning specified in Section 10.16 of this Indenture.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"*Excluded Contribution*" means net cash proceeds, marketable securities or Qualified Proceeds received by the Issuer from:

(1) contributions to its common equity capital; and

(2) the sale (other than to a Subsidiary of the Issuer or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement of the Issuer) of Capital Stock (other than Disqualified Stock) of the Issuer,

in each case designated as Excluded Contributions pursuant to an Officers' Certificate executed by a senior vice president or the principal financial officer of the Issuer on the date such capital contributions are made or the date such Equity Interests are sold, as the case may be, which are excluded from the calculation set forth in clause (c) of the first paragraph of Section 10.09.

"*Existing Indebtedness*" means Indebtedness of the Issuer or any of its Restricted Subsidiaries in existence on the Issue Date, plus interest accruing thereon, until such amounts are repaid.

"*Fair Market Value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the chief financial officer of the Issuer or the Restricted Subsidiary with respect to valuations not in excess of $10.0 million or determined in good faith by the Board of Directors of the Issuer or the Restricted Subsidiary with respect to valuations equal to or in excess of $10.0 million, as applicable, which determination will be conclusive (unless otherwise provided in this Indenture).

"*Fixed Charge Coverage Ratio*" means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the Issuer or any Restricted Subsidiary incurs, assumes, guarantees or redeems, retires or extinguishes any Indebtedness (other than reductions in amounts outstanding under revolving facilities unless

accompanied by a corresponding termination of commitment) or issues or redeems Disqualified Stock or preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to or simultaneous with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such incurrence, assumption, guarantee or redemption, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or preferred stock, as if the same had occurred at the beginning of the applicable four-quarter period.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (as determined in accordance with GAAP) that have been made (or committed to be made pursuant to a definitive agreement) by the Issuer or any Restricted Subsidiary during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Calculation Date shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, consolidations and discontinued operations (and the change in any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period) shall have made any Investment, acquisition, disposition, merger, consolidation or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to a transaction, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (including *pro forma* expense and cost reductions, regardless of whether these cost savings could then be reflected in *pro forma* financial statements in accordance with Regulation S-X promulgated under the Securities Act or any other regulation or policy of the Commission related thereto).

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

"*Fixed Charges*" means, with respect to any Person for any period, the sum of

(1) Consolidated Interest Expense,

(2) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or any Refunding Capital Stock of such Person, and

(3) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Stock.

"*Foreign Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia.

"*Funding Guarantor*" has the meaning specified in Section 12.06 of this Indenture.

"*GAAP*" means generally accepted accounting principles in the United States which are in effect on the Issue Date.

"*Global Note Legend*" means the legend set forth in Section 2.03 hereof, which is required to be placed on all Global Notes issued under this Indenture.

"*Global Notes*" means individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes deposited with or on behalf of and registered in the name of the Depositary or its nominee, substantially in the form of Exhibit A hereto and that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, issued in accordance with Section 2.01, 3.11(b)(4), 3.11(b)(4) or 3.11(d)(2) hereof.

"*Government Securities*" means securities that are

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged, or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*guarantee*" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations.

"*Guarantee*" means the guarantee by any Guarantor of the Issuer's Indenture Obligations.

"*Guarantors*" means Parent and any Subsidiary of Parent that executes a Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case, until the Guarantee of such Person has been released in accordance with the provisions of this Indenture.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

"*Holder*" means a holder of the Notes.

"*IAI Global Note*" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee that will initially be issued in a denomination equal to the outstanding principal amount of the Notes sold to Institutional Accredited Investors.

"*incur*" has the meaning specified in Section 10.10 of this Indenture.

"*incurrence*" has the meaning specified in Section 10.10 of this Indenture.

"*Indebtedness*" means, with respect to any Person,

(1) any indebtedness (including principal and premium) of such Person, whether or not contingent

(A) in respect of borrowed money,

(B) evidenced by bonds, notes, debentures or similar instruments,

(C) representing the balance deferred and unpaid of the purchase price of any property (including Capitalized Lease Obligations), except (i) any such balance that constitutes a trade payable or similar obligation to a trade creditor, in each case accrued in the ordinary course of business and (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP,

(D) letters of credit or bankers' acceptances (or without double counting, reimbursement agreements in respect thereof) (other than obligations with respect to letters of credit securing obligations (other than obligations described in (1) (a) or (b) or (2) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following receipt by such Person or a demand for reimbursement), or

(E) representing any Hedging Obligations

if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP,

(2) to the extent not otherwise included, any obligation by such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of another Person, other than by endorsement of negotiable instruments for collection in the ordinary course of business, and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person, whether or not such Indebtedness is assumed by such Person.

For the avoidance of doubt, (a) customer advances made in the ordinary course of business and (b) obligations that constitute Contingent Obligations in accordance with the definition thereof shall not constitute "Indebtedness" of any Person.

"*Indenture*" means this instrument as originally executed and as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including, for all purposes of this Indenture and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be part of and govern this instrument and any such supplemental indenture, respectively.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing that is, in the good faith judgment of the Issuer, qualified to perform the task for which it has been engaged.

"*Indirect Participant*" means a Person who holds a beneficial interest in a Global Note through a Participant.

"*Initial Purchasers*" means Jefferies & Company, Inc., BMO Capital Markets Corp. and Natixis Bleichroeder LLC.

"*Institutional Accredited Investor*" means an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, who are not also QIBs.

"*Interest Payment Date*" means the Stated Maturity of an installment of interest on the Notes.

"*Investment Grade Securities*" means marketable securities of a Person (other than the Issuer or its Restricted Subsidiaries, an Affiliate of joint venture of the Issuer or any Restricted Subsidiary), acquired by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business that are rated, at the time of acquisition, BBB- (or the equivalent) or higher by S&P and Baa3 (or the equivalent) or higher by Moody's.

"*Investments*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts receivable, trade credit, advances to customers, deposits, commission, travel, moving, payroll and similar advances to officers, directors and employees, in each case made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet (excluding the footnotes) of the Issuer in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of " *Unrestricted Subsidiary*" and Section 10.09:

(1) "*Investments*" shall include the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of a Subsidiary of the Issuer at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent " *Investment*" in an Unrestricted Subsidiary in an amount (if positive) equal to

(A) the Issuer's "*Investment*" in such Subsidiary at the time of such redesignation less

(B) the portion (proportionate to the Issuer's equity interest in such Subsidiary) of the Fair Market Value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value at the time of such transfer, in each case as determined in good faith by the Issuer.

"*Issue Date*" means May 10, 2010.

"*Issuer*" means Lantheus Medical Imaging, Inc., a Delaware corporation, as named in the first paragraph of this Indenture, until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter " *Issuer*" shall mean such successor Person.

"*Issuer Request*" or "*Issuer Order*" means a written request or order signed in the name of the Issuer by any Officer and delivered to the Trustee.

"*Legal Defeasance*" has the meaning specified in Section 13.02 of this Indenture.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; *provided* that in no event shall an operating lease be deemed to constitute a Lien.

"*Management Agreement*" means the agreement between the Sponsor and the Issuer pursuant to which the Sponsor provides the Issuer with certain management, consulting, financial planning and other services, and the Issuer pays the Sponsor an annual fee for these services.

"*Maturity*," when used with respect to any Note, means the date on which the principal of such Note or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, notice of redemption or otherwise.

"*Net Income*" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

"*Net Proceeds*" means the aggregate cash proceeds received by the Issuer or any Restricted Subsidiary in respect of any Asset Sale, including, without limitation, any cash received upon the sale or other disposition of any Designated Noncash Consideration received in any Asset Sale, net of any payments required to be made to any Person holding a Lien on the assets subject to such Asset Sale, the direct costs relating to such Asset Sale and the sale or disposition of such Designated Noncash Consideration, including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions, any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), amounts required to be applied to the repayment of principal, premium, if any, and any deduction of appropriate amounts to be provided by the Issuer as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer

after such sale or other disposition thereof, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

"*Non-U.S. Person*" means a Person who is not a U.S. Person.

"*Note Register*" and "*Note Registrar*" have the respective meanings specified in Section 3.05.

"*Notes*" has the meaning stated in the first recital of this Indenture and more particularly means any Notes authenticated and delivered under this Indenture. The Notes and the Additional Notes shall be treated as a single class for all purposes of this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Notes and any Additional Notes.

"*Obligations*" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Offering Memorandum*" means the offering memorandum dated May 4, 2010 relating to the initial offering of the Notes.

"*Officer*" means the Chairman of the Board of Directors, the President, chief executive officer, chief financial officer, any Executive Vice President, Senior Vice President, Vice President, the Treasurer, the Assistant Treasurer or the Secretary of the Issuer.

"*Officers' Certificate*" means a certificate signed on behalf of the Issuer by two Officers of the Issuer, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Issuer that meets the requirements set forth in this Indenture.

"*Opinion of Counsel*" means, with respect to any Person, a written opinion reasonably acceptable to the Trustee from legal counsel. The counsel may be counsel for such Person, including an employee of such Person or any Subsidiary of such Person.

"*Other Pari Passu Obligations*" means any Additional Notes and any other Indebtedness ranking *pari passu* in right of payment with the Notes.

"*Outstanding Notes*" means, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture, except:

(1) Notes theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Notes, or portions thereof, for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own Paying Agent) for the Holders of such Notes; *provided* that, if such Notes are to be

redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Notes, except to the extent provided in Sections 13.02 and 13.03, with respect to which the Issuer has effected Legal Defeasance and/or Covenant Defeasance as provided in Article 13; and

(4) Notes which have been paid pursuant to Section 3.06 or in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Notes are held by a bona fide purchaser in whose hands the Notes are valid obligations of the Issuer;

provided, *however*, that in determining whether the Holders of the requisite principal amount of Outstanding Notes have given any request, demand, authorization, direction, consent, notice or waiver hereunder, and for the purpose of making the calculations required by TIA Section 313, Notes owned by the Issuer or any other obligor upon the Notes or any Affiliate of the Issuer or such other obligor shall be disregarded and deemed not to be Outstanding Notes, except that, in determining whether the Trustee shall be protected in making such calculation or in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded.

"*Parent*" means Lantheus MI Intermediate, Inc., a Delaware corporation, as named in the first paragraph of this Indenture.

"*Participant*" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"*Paying Agent*" means any Person (including the Issuer or any Guarantor of the Issuer acting as Paying Agent) authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Notes on behalf of the Issuer.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of Related Business Assets or a combination of Related Business Assets and cash or Cash Equivalents between the Issuer or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received must be applied in accordance with Section 10.16.

"*Permitted Holder*" means (i) the Sponsor, (ii) any limited partner of the Sponsor and (iii) the members of management of the Issuer, any direct or indirect parent of the Issuer and its subsidiaries who are investors, directly or indirectly, in the Issuer or any of its direct or indirect parent companies and (iv) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; *provided* that, in the case of such group and without giving effect to the existence of such group or any other group, the Sponsor and members of management, collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Issuer or any of its direct or indirect parent companies.

"*Permitted Investments*" means

(1) any Investment in the Issuer or any Restricted Subsidiary;

(2) any Investment in cash, Cash Equivalents or Investment Grade Securities;

(3) any Investment by the Issuer or any Restricted Subsidiary of the Issuer in a Person if as a result of such Investment:

(A) such Person becomes a Restricted Subsidiary, or

(B) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary,

and, in each case, any Investment held by such Person; *provided* that such Investment was not acquired by such Person in contemplation of such acquisition, merger, consolidation, amalgamation or transfer;

(4) any Investment in securities or other assets not constituting cash or Cash Equivalents or Investment Grade Securities and received in connection with an Asset Sale made pursuant to Section 10.16 or any other disposition of assets not constituting an Asset Sale;

(5) any Investment existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date;

(6) advances to (or guarantees of loans to) employees in the ordinary course of business or consistent with past practices;

(7) any Investment acquired by the Issuer or any Restricted Subsidiary:

(A) in exchange for any other Investment or accounts receivable held by the Issuer or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Issuer of such other Investment or accounts receivable; or

(B) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Hedging Obligations permitted under clause (10) of the second paragraph of Section 10.10;

(9) loans to (or guarantees of loans of) officers, directors and employees for business-related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business;

(10) Investments the payment for which consists of Equity Interests of the Issuer, or any of its direct or indirect parents (exclusive of Disqualified Stock); *provided, however*, that such Equity Interests will not increase the amount available for Restricted Payments under clause (c) of the first paragraph under Section 10.09;

(11) guarantees of Indebtedness permitted under Section 10.10;

(12) Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment or the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons in the ordinary course of business;

(13) additional Investments having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (13) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash and/or marketable securities), not to exceed the greater of (x) $30.0 million or (y) 6% of Total Assets at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(14) additional Investments in any Unrestricted Subsidiary having an aggregate Fair Market Value, taken together with all other Investments made pursuant to this clause (14) that are at that time outstanding (without giving effect to the sale of an Unrestricted Subsidiary to the extent the proceeds of such sale do not consist of cash and/or marketable securities), not to exceed $5.0 million at the time of such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(15) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Issuer or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes with Persons who are not Affiliates;

(16) endorsements for collection or deposit in the ordinary course of business;

(17) repurchases of the Notes and Other Pari Passu Obligations; and

(18) any Investment in a Person (other than the Issuer or a Restricted Subsidiary) pursuant to the terms of any agreements in effect on the Issue Date and any Investment that replaces, refinances or refunds an existing Investment; *provided* that the new Investment is in an amount that does not exceed the amount replaced, refinanced or refunded (after giving effect to write-downs or write-offs with respect to such Investment), and is made in the same Person as the Investment replaced, refinanced or refunded; *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment in existence on the Issue Date or (y) as otherwise permitted under this Indenture.

"*Permitted Liens*" means, with respect to any Person:

(1) pledges or deposits by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case, for sums not yet overdue for a period of more than 30 days or being contested in

good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet overdue for a period of more than 30 days or payable or subject to penalties for nonpayment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of stay, customs, appeal, performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties or Liens incidental, to the conduct of the business of such Person or to the ownership of its properties which were not incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) Liens existing on the Issue Date (other than Liens incurred under the Credit Agreement);

(7) Liens on property or shares of stock of a Person at the time such Person becomes a Subsidiary; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such other Person becoming such a subsidiary; *provided, further,* that such Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(8) Liens on property at the time the Issuer or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into the Issuer or any of its Restricted Subsidiaries; *provided*, *however*, that such Liens are not created or incurred in connection with, or in contemplation of, such acquisition; *provided, further,* that such Liens may not extend to any other property owned by the Issuer or any of its Restricted Subsidiaries;

(9) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary permitted to be incurred in accordance with Section 10.10;

(10) Liens securing Hedging Obligations so long as the related Indebtedness is, and is permitted to be under this Indenture, secured by a Lien on the same property securing such Hedging Obligations;

(11) Liens on specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(12) leases and subleases of real property granted to others in the ordinary course of business so long as such leases and subleases do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries;

(13) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or consignment of goods entered into by the Issuer and its Restricted Subsidiaries in the ordinary course of business;

(14) Liens in favor of the Issuer or any Guarantor;

(15) Liens on equipment of the Issuer or any of its Restricted Subsidiaries granted in the ordinary course of business to the Issuer's client at which such equipment is located;

(16) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancing, refunding, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (6), (7), (8), (10), and (14); *provided*, *however*, that (x) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property), and (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (6), (7), (8), (10) and (14) at the time the original Lien became a Permitted Lien under this Indenture, and (B) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(17) other Liens securing obligations which obligations do to exceed $5.0 million at any one time outstanding;

(18) Liens to secure Indebtedness of any Foreign Subsidiary permitted by Section 10.10 hereof covering only the assets of such Foreign Subsidiary;

(19) Liens securing Indebtedness Incurred pursuant to clause (1) of the second paragraph under Section 10.10;

(20) Licenses, sublicenses or any other grants of rights to use, in the ordinary course of business so long as such licenses, sublicenses or rights of use do not materially interfere with the ordinary conduct of the business of the Issuer or any of its Restricted Subsidiaries;

(21) Liens securing judgments for the payment of money not constituting an Event of Default under clause (5) under Section 5.01 so long as such Liens are adequately bonded and any appropriate legal proceedings that may have been duly initiated for the review of such judgment have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(22) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(23) Liens (i) of a collection bank arising under Section 4-208 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, and (iii) in favor of banking institutions arising as a matter of law

encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(24) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(25) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Issuer or any of its Restricted Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Issuer and its Restricted Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(26) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business;

(27) Liens securing Indebtedness permitted to be incurred pursuant to clause (4) of the second paragraph under Section 10.10 *provided* that Liens extend only to the assets so financed, purchased, constructed or improved;

(28) Liens of landlords and mortgagees of landlords (i) arising by statute or under any lease or related contractual obligation entered into in the ordinary course of business, (ii) on fixtures and movable tangible property located on the real property leased or subleased from such landlord, (iii) for amounts not yet due or that are being contested in good faith by appropriate proceedings diligently conducted and (iv) for which adequate reserves or other appropriate provisions are maintained on the books of such Person in accordance with GAAP;

(29) Liens on earnest money deposits of cash or Cash Equivalents in connection with an acquisition of assets or property (including Capital Stock);

(30) Liens in favor of customers on cash advances maintained in restricted customer escrow accounts actually received from customers of the Issuer or any Restricted Subsidiary in the ordinary course of business so long as such cash advances were made for the provision of future services by the Issuer or any Restricted Subsidiary; and

(31) Liens on assets of the Issuer or any of its Restricted Subsidiaries securing Indebtedness that was permitted by the terms of this Indenture to be incurred; *provided*, that at the time of such incurrence and after giving *pro forma* effect thereto, the Consolidated Secured Debt Ratio for Issuer's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such debt is incurred would have been no greater than 0.75 to 1.0.

For purposes of determining compliance with this definition, (A) Permitted Liens need not be incurred solely by reference to one category of Permitted Liens described above but are permitted to be incurred in part under any combination thereof and (B) in the event that a Lien (or any portion thereof) meets the criteria of one or more of the categories of Permitted Liens described above, the Issuer may, in its sole discretion, classify or reclassify such item of Permitted Liens (or any portion thereof) in any

manner that complies with this definition and the Issuer may divide and classify a Lien in more than one of the types of Permitted Liens in one of the above clauses.

"*Person*" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Predecessor Note*" of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 3.06 in exchange for a mutilated Note or in lieu of a lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note.

"*preferred stock*" means any Equity Interest with preferential rights of payment of dividends or upon liquidation, dissolution, or winding up.

"*Private Placement Legend*" has the meaning specified in Section 2.03 of this Indenture.

"*QIB*" means a "qualified institutional buyer" as defined in Rule 144A.

"Qualified Proceeds" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Similar Business; *provided* that the Fair Market Value of any such assets or Capital Stock shall be determined by the Board of Directors in good faith.

"*Record Date*" means either a Regular Record Date or a Special Record Date.

"*Redemption Date*" when used with respect to any Note to be redeemed, in whole or in part, means the date fixed for such redemption by or pursuant to this Indenture.

"*Redemption Price*" when used with respect to any Note to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

"*Refinancing Indebtedness*" has the meaning specified in Section 10.10 of this Indenture.

"*Refunding Capital Stock*" has the meaning specified in Section 10.09 of this Indenture.

"*Registration Rights Agreement*" means that certain Registration Rights Agreement, dated May 10, 2010, among the Issuer, the Guarantors and Jefferies & Company, Inc., as representative of the Initial Purchasers.

"*Regular Record Date*" has the meaning specified in Section 3.01 of this Indenture.

"*Regulation S*" means Regulation S under the Securities Act.

"*Regulation S Global Note*" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as appropriate.

"*Regulation S Permanent Global Note*" means a permanent Global Note in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Restricted Period.

"*Regulation S Temporary Global Note*" means a temporary Global Note in the form of Exhibit A-1 hereto deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes initially sold in reliance on Rule 903 of Regulation S.

"*Regulation S-X*" means Regulation S-X under the Securities Act.

"*Related Business Assets*" means assets (other than cash or Cash Equivalents) used or useful in a Similar Business; *provided* that any assets received by the Issuer or a Restricted Subsidiary in exchange for assets transferred by the Issuer or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

"*Responsible Officer*," when used with respect to the Trustee, means any vice president, any assistant treasurer, any trust officer or assistant trust officer, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above-designated officers, and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"*Restricted Global Note*" means a Global Note bearing the Private Placement Legend.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Payments*" has the meaning specified in Section 10.09 of this Indenture.

"*Restricted Period*" means the 40-day distribution compliance period as defined in Regulation S.

"*Restricted Subsidiary*" means, at any time, any direct or indirect Subsidiary of the Issuer (including any Foreign Subsidiary) that is not then an Unrestricted Subsidiary; *provided*, *however*, that upon the occurrence of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary, such Subsidiary shall be included in the definition of "*Restricted Subsidiary*."

"*Rule 144*" means Rule 144 promulgated under the Securities Act.

"*Rule 144A*" means Rule 144A under the Securities Act.

"*Rule 903*" means Rule 903 promulgated under the Securities Act.

"*Rule 904*" means Rule 904 promulgated under the Securities Act.

"*Securities Act*" means the Securities Act of 1933 and the rules and regulations of the Commission promulgated thereunder.

"*Significant Subsidiary"* means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of this Indenture.

"*Similar Business*" means any business conducted or proposed to be conducted by the Issuer and its Restricted Subsidiaries on the date of this Indenture or any business that is similar, reasonably related, incidental or ancillary thereto.

"*Special Record Date*" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.07.

"*Sponsor*" means Avista Capital Partners, L.P., Avista Capital Partners (Offshore), L.P. and their respective Affiliates (but not including, however, any operating portfolio companies of the foregoing).

"*Stated Maturity,*" when used with respect to any Note or any installment of principal thereof or interest thereon, means the date specified in such Notes as the fixed date on which the principal of such Notes or such installment of principal or interest is due and payable.

"*Subordinated Indebtedness*" means:

(1) with respect to the Issuer, any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes, and

(2) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to the Guarantee of such Guarantor.

"*Subsidiary*" means, with respect to any Person,

(3) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; and

(4) any partnership, joint venture, limited liability company or similar entity of which

(A) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership or otherwise, and

(B) such Person or any Restricted Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Successor Issuer*" has the meaning specified in Section 8.01 of this Indenture.

"*Successor Person*" has the meaning specified in Section 8.02 of this Indenture.

"*Total Assets*" means the total assets of the Issuer and the Restricted Subsidiaries, as shown on the most recent balance sheet of the Issuer for which internal financial statements are available immediately preceding the date on which any calculation of Total Assets is being made, with such *pro forma* adjustments for transactions consummated on or prior to or simultaneously with the date of the calculation as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Total Assets of Foreign Subsidiaries*" means the total assets of the Foreign Subsidiaries of the Issuer, as shown on the most recent balance sheet of such Foreign Subsidiaries for which internal financial statements are available immediately preceding the date on which any calculation of Total Assets of Foreign Subsidiaries is being made, with such *pro forma* adjustments for transactions consummated on or prior to or simultaneously with the date of the calculation as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of Fixed Charge Coverage Ratio.

"*Treasury Rate*" means, as of any Redemption Date, the yield to maturity as of such Redemption Date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two Business Days prior to the Redemption Date (or if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the Redemption Date to May 15, 2014; *provided*, *however*, that if the period from the Redemption Date to May 15, 2014 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Trust Indenture Act*" or "*TIA*" means the Trust Indenture Act of 1939 as in force at the date as of which this Indenture was executed, except as provided in Section 9.05.

"*Trustee*" means the Person named as the "*Trustee*" in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter " *Trustee*" shall mean such successor Trustee.

"*Unrestricted Global Note*" means a Global Note that does not bear and is not required to bear the Private Placement Legend.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Issuer which at the time of determination is an Unrestricted Subsidiary (as designated by the Board of Directors of the Issuer, as provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors of the Issuer may designate any Subsidiary of the Issuer (including any existing Subsidiary and any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on, any property of, the Issuer or any Restricted Subsidiary of the Issuer (other than any Subsidiary of the Subsidiary to be so designated); *provided* that

(3) any Unrestricted Subsidiary must be an entity of which shares of the Capital Stock or other Equity Interests (including partnership interests) entitled to cast at least a majority of the votes that may be cast by all shares or Equity Interests having ordinary voting power for the election of directors or other governing body are owned, directly or indirectly, by the Issuer,

(4) such designation complies with Section 10.09, and

(5) each of (a) the Subsidiary to be so designated, and (b) its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Issuer or any Restricted Subsidiary.

The Board of Directors of the Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that, immediately after giving effect to such designation no Default or Event of Default shall have occurred and be continuing and the Issuer could either (1) incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test described in the first paragraph under Section 10.10 or (2) the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries would be equal to or greater than such ratio for the Issuer and its Restricted Subsidiaries immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation. Any such designation by the Board of Directors of the Issuer shall be notified by the Issuer to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"*U.S. Person*" means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act.

"*Vice President,*" when used with respect to the Issuer or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title "*vice president*."

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or preferred stock, as the case may be, at any date, the quotient obtained by dividing

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or preferred stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"*Wholly-Owned Subsidiary*" of any Person means a Subsidiary of such Person, 100% of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

Section 1.02 *Compliance Certificates and Opinions*.

Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture (including any covenant compliance with which constitutes a condition precedent) relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that (i) in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished and (ii) subject to Section 8.02 hereof, no Opinion of Counsel shall be required in connection with the addition of a Guarantor under this Indenture upon execution and delivery by such Guarantor and the Trustee of a supplemental indenture to this Indenture, the form of which is attached as Exhibit E hereto.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than pursuant to Section 10.07(a)) shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.03 *Form of Documents Delivered to Trustee*.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion may be based, insofar as it relates to factual

matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 1.04 *Acts of Holders*.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agents duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "*Act*" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other

officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(c) The principal amount and serial numbers of Notes held by any Person, and the date of holding the same, shall be proved by the Note Register.

(d) If the Issuer shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuer may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuer shall have no obligation to do so. Notwithstanding TIA Section 316(c), such record date shall be the record date specified in or pursuant to such Board Resolution, which shall be a date not earlier than the date 30 days prior to the first solicitation of Holders generally in connection therewith and not later than the date such solicitation is completed. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the Outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date. Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee, the Issuer or any Guarantor in reliance thereon, whether or not notation of such action is made upon such Note.

Section 1.05 *Notices, Etc., to Trustee, Issuer, Any Guarantor and Agent*.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Issuer or any Guarantor shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing (which may be via facsimile) to or with the Trustee at Wilmington Trust FSB, 246 Goose Lane, Suite 105, Guilford, CT 06437, Attention: Joseph O'Donnell; or

(2) the Issuer or any Guarantor by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or delivered in writing and mailed, first-class postage prepaid, or delivered by recognized overnight courier, to the Issuer or such Guarantor addressed to it at the address of its principal office specified in the first paragraph of this Indenture, Attention: Michael Duffy, General Counsel, or at any other address previously furnished in writing to the Trustee by the Issuer or such Guarantor.

All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if

mailed by first- class mail; when receipt acknowledged, if faxed; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; *provided* that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event (including any notice of redemption) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Note (or its designee) pursuant to the customary procedures of such Depositary.

Section 1.06 *Notice to Holders; Waiver.*

Where this Indenture provides for notice of any event to Holders by the Issuer or the Trustee, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first- class postage prepaid or by overnight air courier guaranteeing next day delivery, to each Holder affected by such event, at his address as it appears in the Note Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Notices given by publication shall be deemed given on the first date on which publication is made and notices given by first-class mail, postage prepaid, shall be deemed given five calendar days after mailing.

In case by reason of the suspension of or irregularities in regular mail service or by reason of any other cause, it shall be impracticable to mail notice of any event to Holders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice for every purpose hereunder.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1.07 *Effect of Headings and Table of Contents*.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.08 *Successors and Assigns*.

All agreements of the Issuer in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in Section 12.09 hereof.

Section 1.09 *Separability Clause*.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.10 *Benefits of Indenture*.

Nothing in this Indenture or in the Notes, express or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Notes Registrar and their successors hereunder, and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.11 *Governing Law*.

This Indenture, the Notes and any Guarantee shall be governed by and construed in accordance with the laws of the State of New York. This Indenture is subject to the provisions of the Trust Indenture Act that are referred to herein or are otherwise required to be part of this Indenture and shall, to the extent applicable, be governed by such provisions.

Section 1.12 *Communication by Holders of Notes with Other Holders of Notes* .

Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Notes Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

Section 1.13 *Legal Holidays*.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity or Maturity of any Note shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Notes) payment of principal (or premium, if any) or interest need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, Redemption Date, or at the Stated Maturity or Maturity; *provided* that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date, Stated Maturity or Maturity, as the case may be.

Section 1.14 *No Personal Liability of Directors, Officers, Employees and Stockholders* .

No director, officer, employee, incorporator or stockholder of the Issuer or any Guarantor or any of their parent companies shall have any liability for any obligations of the Issuer or the Guarantors under the Notes, the Guarantees or this Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note and the related Guarantee waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes and the Guarantees.

Section 1.15 *Trust Indenture Act Controls.*

If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the provision required by the TIA shall control. If any provision of this Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or excluded, as the case may be.

Section 1.16 *Counterparts*.

This Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument.

Section 1.17 *USA Patriot Act*.

The parties hereto acknowledge that in accordance with Section 3.26 of the USA Patriot Act the Trustee and Agents, like all financial institutions and in order to help fight the funding of terrorism and money laundering, are required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account. The parties to this Indenture agree that they will provide the Trustee and the Agents with such information as they may reasonably request in order to satisfy the requirements of the USA Patriot Act.

Section 1.18 *Waiver of Jury Trial.*

EACH OF THE ISSUER AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 1.19 *No Adverse Interpretation of Other Agreements*.

This Indenture may not be used to interpret another indenture or loan or debt agreement of the Issuer or any Subsidiary of the Issuer, and no such indenture or loan or debt agreement may be used to interpret this Indenture.

ARTICLE 2
NOTE FORMS

Section 2.01 *Forms Generally*.

The Notes shall be known and designated as "9.750% Senior Notes due 2017" of the Issuer. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage; *provided*, that any such notations, legends or endorsements are in a form reasonably acceptable to the Issuer. Each Note will be dated the date of its authentication. The Notes shall be in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and the Issuer, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

Any Definitive Notes shall be printed, lithographed, typewritten or engraved on steel-engraved borders or may be produced in any other manner, all as determined by the Officer of the Issuer executing such Notes, as evidenced by their execution of such Notes.

Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note will represent such of the outstanding Notes as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented

thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 3.11 hereof.

Notes offered and sold in reliance on Regulation S will be issued initially in the form of the Regulation S Temporary Global Note, which will be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee as custodian for the Depositary, and registered in the name of the Depositary or the nominee of the Depositary for the accounts of designated agents holding on behalf of Euroclear or Clearstream, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided.

Following the expiration of the Restricted Period, beneficial interests in the Regulation S Temporary Global Note will be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Upon the expiration of the Restricted Period, the Trustee will cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream will be applicable to transfers of beneficial interests in the Regulation S Temporary Global Note and the Regulation S Permanent Global Note that are held by Participants through Euroclear or Clearstream.

Section 2.02 *Form of Trustee's Certificate of Authentication.*

The Trustee shall, upon receipt of an Issuer Order, authenticate Notes for original issue that may be validly issued under this Indenture, including any Additional Notes. The aggregate principal amount of Notes outstanding at any time may not exceed the aggregate principal amount of Notes authorized for issuance by the Issuer pursuant to one or more Issuer Orders, except as provided in Section 3.06 hereof.

The Trustee may appoint an Authenticating Agent acceptable to the Issuer to authenticate Notes. An Authenticating Agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An Authenticating Agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuer.

Subject to Section 6.11, the Trustee's certificate of authentication shall be in substantially the following form:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION.
This is one of the Notes referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB,
as Trustee

Dated: _____

By _____
Authorized Signatory

Section 2.03 *Restrictive Legends*.

Except as permitted by Section 2.04 below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution therefor) shall bear the following legend set forth below (the " *Private Placement Legend*") on the face thereof:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BI REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL INVESTOR (AN "INSTITUTIONAL ACCREDITED INVESTOR")) AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE FOR THIS SECURITY), (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PURCHASERS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE.

Each Global Note shall also bear the following legend on the face thereof:

UNLESS THIS CERTIFICATE IS PRESENTED, BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTION 3.11 OF THE INDENTURE.

The Regulation S Temporary Global Note will bear a Legend in substantially the following form:

THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN). NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS REGULATION S TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON.

Section 2.04 *Unrestricted Global Notes*.

Any Global Note or Definitive Note issued pursuant to subparagraphs (b)(4), (c)(3), (c)(4), (d)(2), (d)(3), (e)(2) or (e)(3) of Section 3.11 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

ARTICLE 3
THE NOTES

Section 3.01 *Title and Terms.*

The aggregate principal amount of Notes which may be authenticated and issued under this Indenture is not limited; *provided*, *however*, that any Additional Notes issued under this Indenture are issued in accordance with Sections 3.03 and 10.10 hereof, as part of the same series as the Notes.

The Notes shall be known and designated as the "9.750% Senior Notes due 2017" of the Issuer. The Stated Maturity of the Notes shall be May 15, 2017, and the Notes shall bear interest at the rate of 9.750% per annum from May 10, 2010, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on November 15, 2010 and semi-annually thereafter on May 15 and November 15 in each year and at said Stated Maturity, until the principal thereof is paid or duly

provided for and to the Person in whose name the Note (or any Predecessor Note) is registered at the close of business on November 1 and May 1 immediately preceding such Interest Payment Date (each, a "*Regular Record Date*").

The principal of, premium, if any, and interest and Additional Interest, if any, on the Notes shall be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their respective addresses set forth in the Note Register of Holders; *provided* that all payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Notes represented by one or more Global Notes registered in the name of or held by Depositary or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose.

Holders shall have the right to require the Issuer to purchase their Notes, in whole or in part, in the event of a Change in Control pursuant to Section 10.15. The Notes shall be subject to repurchase pursuant to an offer to purchase as provided in Section 10.16.

The Notes shall be redeemable as provided in Article 11.

The due and punctual payment of principal of, premium, if any, and interest on the Notes payable by the Issuer is irrevocably and unconditionally guaranteed, to the extent set forth herein, by each of the Guarantors.

Section 3.02 *Denominations*.

The Notes shall be issuable only in registered form without coupons and only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Section 3.03 *Execution, Authentication, Delivery and Dating*.

The Notes shall be executed on behalf of the Issuer by any one Officer. The signature of any Officer on the Notes may be manual or facsimile signatures of the present or any future such authorized officer and may be imprinted or otherwise reproduced on the Notes.

Notes bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Notes executed by the Issuer to the Trustee for authentication, together with an Issuer Order for the authentication and delivery of such Notes, and the Trustee in accordance with such Issuer Order shall authenticate and deliver such Notes. Such Issuer Order shall identify the Notes to be authenticated, the date on which the original issue of the Notes is to be authenticated, the number of separate Note certificates, the principal amount of such Notes to be authenticated, the registered holder of each of the said Notes, and delivery instructions.

On the Issue Date, the Issuer shall deliver the Notes in the aggregate principal amount of $250,000,000 executed by the Issuer to the Trustee for authentication, together with an Issuer Order for the authentication and delivery of such Notes, directing the Trustee to authenticate the Notes and certifying that all conditions precedent to the issuance of Notes contained herein have been fully complied

with, and the Trustee in accordance with such Issuer Order shall authenticate and deliver such Notes. At any time and from time to time after the Issue Date, the Issuer may deliver Additional Notes executed by the Issuer to the Trustee for authentication, together with an Issuer Order for the authentication and delivery of such Additional Notes, directing the Trustee to authenticate the Additional Notes and certifying that the issuance of such Additional Notes is in compliance with Article 10 hereof and that all other conditions precedent to the issuance of Notes contained herein have been fully complied with, and the Trustee in accordance with such Issuer Order shall authenticate and deliver such Additional Notes, and in such case, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel of the Issuer that it may reasonably require in connection with such authentication of Notes. Such order shall specify the amount of Notes to be authenticated and the date on which the original issue of Notes is to be authenticated.

Each Note shall be dated the date of its authentication.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein duly executed by the Trustee by manual signature of an authorized officer, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture.

In case the Issuer or any Guarantor, pursuant to Article 8, shall be consolidated or merged with or into any other Person or shall convey, transfer, lease or otherwise dispose of its properties and assets substantially as an entirety to any Person, and the successor Person resulting from such consolidation, or surviving such merger, or into which the Issuer or such Guarantor shall have been merged, or the Person which shall have received a conveyance, transfer, lease or other disposition as aforesaid, shall have executed a supplemental indenture hereto with the Trustee pursuant to Article 9, any of the Notes authenticated or delivered prior to such consolidation, merger, conveyance, transfer, lease or other disposition may, from time to time, at the request of the successor Person, be exchanged for other Notes executed in the name of the successor Person with such changes in phraseology and form as may be appropriate, but otherwise in substance of like tenor as the Notes surrendered for such exchange and of like principal amount; and the Trustee, upon Issuer Request of the successor Person, shall authenticate and deliver Notes as specified in such request for the purpose of such exchange. If Notes shall at any time be authenticated and delivered in any new name of a successor Person pursuant to this Section in exchange or substitution for or upon registration of transfer of any Notes, such successor Person, at the option of the Holders but without expense to them, shall provide for the exchange of all Notes at the time Outstanding for Notes authenticated and delivered in such new name.

Section 3.04 *Temporary Notes.*

In the event Definitive Notes are to be issued pursuant to the terms of this Indenture, pending the preparation of Definitive Notes, the Issuer may execute, and upon Issuer Order the Trustee shall authenticate and deliver, temporary Notes which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the Definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Notes may determine, as conclusively evidenced by their execution of such Notes.

If temporary Notes are issued, the Issuer will cause Definitive Notes to be prepared without unreasonable delay. After the preparation of Definitive Notes, the temporary Notes shall be exchangeable for Definitive Notes upon surrender of the temporary Notes at the office or agency of the Issuer designated for such purpose pursuant to Section 10.02, without charge to the Holder. Upon surrender for

cancellation of any one or more temporary Notes, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of Definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

Section 3.05 *Registration, Paying Agent, Registration of Transfer and Exchange* .

The Issuer shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency designated pursuant to Section 10.02 being herein sometimes referred to as the " *Note Register*") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Notes and of transfers of Notes. The Note Register shall be in written form or any other form capable of being converted into written form within a reasonable time. At all reasonable times, the Note Register shall be open to inspection by the Trustee. The Trustee is hereby initially appointed as note registrar (the "*Note Registrar*") for the purpose of registering Notes and transfers of Notes as herein provided and as Paying Agent. The Issuer may appoint one or more co-registrars and one or more additional paying agents. The Issuer may change any Paying Agent or Registrar without prior notice to any Holder provided the Issuer shall notify the Trustee in writing of such occurrence. The Issuer shall notify the Trustee in writing of the name and address of any Agent not party to this Indenture. If the Issuer fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Issuer or any Restricted Subsidiary may act as a Paying Agent or Registrar.

The Issuer initially appoints DTC to act as Depositary with respect to the Global Notes.

Upon surrender for registration of transfer of any Note at the office or agency of the Issuer designated pursuant to Section 10.02, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denomination or denominations of a like aggregate principal amount.

At the option of the Holder, Notes may be exchanged for other Notes of any authorized denomination and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, the Issuer shall execute, and the Trustee

shall authenticate and deliver, the Notes which the Holder making the exchange is entitled to receive.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer or the Note Registrar) be duly endorsed, or be accompanied by written instruments of transfer, in form satisfactory to the Issuer and the Note Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange or redemption of Notes, but the Issuer may require payment of a sum sufficient to cover any taxes, fees or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Sections 3.03, 3.04, 9.06, 10.16, 10.17 or 11.08 not involving any transfer.

Neither the Registrar nor the Issuer shall be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

Section 3.06 *Mutilated, Destroyed, Lost and Stolen Notes*.

If (i) any mutilated Note is surrendered to the Trustee, or (ii) the Issuer and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, and there is delivered to the Issuer and the Trustee such security or indemnity as may be required by them to protect the Trustee, any Agent and the Issuer from any loss, then, in the absence of notice to the Issuer or the Trustee that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and upon Issuer Order the Trustee shall authenticate and deliver, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Note issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer and each Guarantor and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 3.07 *Payment of Interest; Interest Rights Preserved*.

Interest on any Note which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name such Note (or one or more Predecessor Notes) is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Issuer maintained for such purpose pursuant to Section 10.02; *provided*, *however*, that, subject to Section 3.01 hereof, each installment of interest may at the Issuer's option be paid by (i) mailing a check for such interest, payable to or upon the written order of the Person entitled thereto pursuant to Section 3.08, to the address of such Person as it appears in the Note Register or (ii) transfer to an account located in the United States maintained by the payee.

Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the Holder on the Regular Record Date by virtue of having been such Holder, and such defaulted interest and (to the extent lawful) interest on such defaulted interest at the rate borne by the Notes (such defaulted interest and interest thereon herein collectively called " *Defaulted Interest*") may be paid by the Issuer, at its election in each case, as provided in clause (1) or (2) below:

(1) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of

business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date, and in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given in the manner provided for in Section 1.06, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so given, such Defaulted Interest shall be paid to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Issuer may make payment of any Defaulted Interest in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

Section 3.08 *Persons Deemed Owners*.

Prior to the due presentment of a Note for registration of transfer, the Issuer, any Guarantor, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name such Note is registered as the owner of such Note for the purpose of receiving payment of principal of (and premium, if any) and (subject to Sections 3.05 and 3.07) interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Issuer, the Trustee or any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

Section 3.09 *Cancellation*.

All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Issuer may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder. All Notes so delivered shall be promptly cancelled by the Trustee. If the Issuer shall so acquire any of the Notes, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Notes held by the Trustee shall be disposed of by the Trustee in accordance with its customary procedures. Certification of the destruction of all cancelled Notes shall upon the written request of the Issuer be delivered to the Issuer.

Section 3.10 *Computation of Interest*.

Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months. All reference in this indenture, in any context, to any interest or other amount payable on or with respect to the Notes shall be deemed to include any Additional Interest, if any.

Section 3.11 *Book-Entry and Transfer Provisions*.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Issuer for Definitive Notes if:

(1) the Depositary (a) notifies the Issuer that it is unwilling or unable to continue as depositary for the Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Issuer fails to appoint a successor depositary;

(2) the Issuer, at its option, notifies the Trustee in writing that it elects to cause the issuance of the Definitive Notes; *provided* that in no event shall the Regulation S Temporary Global Note be exchanged by the Issuer for Definitive Notes prior to the expiration of the Restricted Period; or

(3) there has occurred and is continuing a Default with respect to the Notes and the Issuer or a beneficial holder requests such exchange.

Upon the occurrence of either of the preceding events in (1) or (2) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 3.04 and 3.06 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 3.11 or Sections 3.04 or 3.06 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 3.11(a), however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 3.11(b) or (c) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes will be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. None of the Issuer, the Trustee, Paying Agent, nor any agent of the Issuer shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Note, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Beneficial interests in the Restricted Global Notes will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also will require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Temporary Regulation S

Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Note Registrar to effect the transfers described in this Section 3.11(b)(1).

(2) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 3.11(b)(1) above, the transferor of such beneficial interest must deliver to the Note Registrar either:

(A) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depositary to the Note Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (A) above

provided that in no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S Temporary Global Note prior to the expiration of the Restricted Period.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 3.11(g) hereof.

(3) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 3.11(b)(2) above and:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver to the Note Registrar a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Temporary Global Note or the Regulation S Permanent Global Note then the transferor must deliver to the Note Registrar a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transferee will take delivery in the form of a beneficial interest in the IAI Global Note, then the transferor must deliver to the Note Registrar a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable.

(4) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 3.11(b)(2) above and the Note Registrar receives the following:

(i) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(ii) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this Section 3.11(b)(4), if the Note Registrar or the Issuer so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to this Section 3.11(b)(4) at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to this Section 3.11(b)(4).

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(1) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes* . If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Note Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable;

(F) if such beneficial interest is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(G) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 3.11(g) hereof, and the Issuer shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 3.11(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Note Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 3.11(c)(1) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(2) *Beneficial Interests in Regulation S Temporary Global Note to Definitive Notes*. Notwithstanding Sections 3.11(c)(1)(A) and (C) hereof, a beneficial interest in the Regulation S Temporary Global Note may not be exchanged for a Definitive Note or transferred to a Person who takes delivery thereof in the form of a Definitive Note prior to the expiration of the Restricted Period.

(3) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes* . A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if the Note Registrar receives the following:

(i) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(ii) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this Section 3.11(c)(3), if the Note Registrar or the Issuer so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(4) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes* . If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 3.11(b)(2) hereof, the Trustee will cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 3.11(g) hereof, and the Issuer will execute and the Trustee will authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 3.11(c)(3) will be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest requests through instructions to the Note Registrar from or through the Depositary and the Participant or Indirect Participant. The Trustee will deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 3.11(c)(4) will not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(1) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Note Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3)(d) thereof, if applicable;

(F) if such Restricted Definitive Note is being transferred to the Issuer or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(G) if such Restricted Definitive Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof, the Trustee will cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, in the case of clause (C) above, the Regulation S Global Note, and in all other cases, the IAI Global Note.

(2) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes* . A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if:

(A) the Note Registrar receives the following:

(i) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(ii) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Note Registrar or the Issuer so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in

compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 3.11(d)(2), the Trustee will cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(3) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee will cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest in a Global Note is effected pursuant to subparagraphs (2)(A) or (3) above at a time when an Unrestricted Global Note has not yet been issued, the Issuer will issue and, upon receipt of an Issuer Order in accordance with Section 2.02 hereof, the Trustee will authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 3.11(e), the Note Registrar will register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Note Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Note Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 3.11(e).

(1) *Restricted Definitive Notes to Restricted Definitive Notes*. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Note Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(2) *Restricted Definitive Notes to Unrestricted Definitive Notes*. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or

transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if:

(A) the Note Registrar receives the following:

(i) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(ii) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (A), if the Note Registrar or the Issuer so requests, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Note Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) *Cancellation and/or Adjustment of Global Notes*. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note will be returned

to or retained and canceled by the Trustee in accordance with Section 3.09 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note will be reduced accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note will be increased accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(g) General Provisions Relating to Transfers and Exchanges.

(1) To permit registrations of transfers and exchanges, the Issuer will execute and the Trustee will authenticate Global Notes and Definitive Notes upon receipt of an Issuer Order in accordance with Section 2.02 hereof or at the Note Registrar's request.

(2) No service charge will be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar

governmental charge payable upon exchange or transfer pursuant to Sections 3.04, 9.06, 10.15 and 10.16 hereof).

(3) The Note Registrar will not be required to register the transfer of or exchange of any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes will be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(5) Neither the Note Registrar nor the Issuer will be required:

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 11.04 hereof and ending at the close of business on the day of such selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

(C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(6) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuer may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuer shall be affected by notice to the contrary.

(7) The Trustee will authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(8) All certifications, certificates and Opinions of Counsel required to be submitted to the Note Registrar pursuant to this Section 3.11 to effect a registration of transfer or exchange may be submitted by facsimile.

(9) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary Participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine compliance as to form with the express requirements hereof.

(10) Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Depositary.

Section 3.12 *CUSIP Numbers*.

The Issuer in issuing the Notes may use "CUSIP," "ISIN" or other numbers (if then generally in use) in addition to serial numbers, and, if so, the Trustee shall use such "CUSIP," "ISIN" or other numbers in addition to serial numbers in notices of redemption, repurchase or other notices to Holders as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption or repurchase and that reliance may be placed only on the serial or other identification numbers printed on the Notes, and any such redemption or repurchase shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the CUSIP, ISIN or other numbers.

Section 3.13 *Issuance of Additional Notes*.

The Issuer may, subject to Section 10.10 of this Indenture, issue from time to time additional Notes without notice to or consent of the Holders having identical terms and conditions to the Notes issued on the Issue Date (the " *Additional Notes*"). The Notes issued on the Issue Date and any Additional Notes subsequently issued shall be treated as a single class for all purposes under this Indenture. With respect to any Additional Notes, the Issuer shall set forth in an Officers' Certificate pursuant to a resolution of the Board of Directors of the Issuer, copies of which shall be delivered to the Trustee, the following information:

(1) the aggregate principal amount of such Additional Notes to be authenticated and delivered pursuant to this Indenture;

(2) the issue price, the issue date and the CUSIP number of such Additional Notes; and

(3) whether such Additional Notes shall be issued in the form of Restricted Global Notes.

ARTICLE 4
SATISFACTION AND DISCHARGE

Section 4.01 *Satisfaction and Discharge of Indenture*.

This Indenture shall upon Issuer Request be discharged and will cease to be of further effect as to all Notes issued hereunder (except as to surviving rights of registration of transfer or exchange of Notes expressly provided for herein or pursuant hereto) and the Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture when:

(1) either

(a) all Notes theretofore authenticated and delivered (other than (i) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.06 and (ii) Notes for whose payment money has theretofore been deposited in trust with the Trustee or any Paying Agent or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 10.03) have been delivered to the Trustee for cancellation; or

(b) all such Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the making of a notice of redemption pursuant to Section 11.05 or otherwise, or will become due and payable at their Stated Maturity within one year, or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer or any Guarantor, in the case of (i), (ii) or (iii) above, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal, premium, if any and accrued interest on the Stated Maturity or Redemption Date, as the case may be;

(2) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit or the granting of Liens in connection therewith) with respect to this Indenture or the Notes shall have occurred and be continuing on the date of such deposit or shall occur as a result of such deposit and such deposit shall not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than an instrument to be terminated contemporaneously with or prior to the borrowing of funds to be applied to make such deposit and the granting of Liens in connection therewith);

(3) the Issuer has paid or caused to be paid all sums payable by it under this Indenture;

(4) the Issuer has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of such Notes at the Stated Maturity or the Redemption Date, as the case may be; and

(5) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuer to the Trustee under Section 6.07, the obligations of the Issuer to any Authenticating Agent under Section 6.12 and, if money or Government Securities shall have been deposited with the Trustee pursuant to subclause (b) of clause (1) of this Section, the obligations of the Trustee under Section 4.02 and the last paragraph of Section 10.03 shall survive such satisfaction and discharge.

Section 4.02 *Application of Trust Money*.

Subject to the provisions of the last paragraph of Section 10.03, all money or Government Securities deposited with the Trustee pursuant to Section 4.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money or Government Securities has been deposited with the Trustee; but such money or Government Securities need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 4.01 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 4.01 until such time as the Trustee or Paying Agent is permitted to apply all such money or Government Securities in accordance with Section 4.01; *provided* that if the Issuer has made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 5
REMEDIES

Section 5.01 *Events of Default*.

"*Event of Default*," wherever used herein, means one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in payment when due and payable, upon redemption, acceleration or otherwise, of principal of, or premium, if any, on the Notes issued under this Indenture;

(2) default for 30 days or more in the payment when due of interest on or with respect to the Notes issued under this Indenture;

(3) failure by the Issuer or any Guarantor for 60 days after receipt of written notice given by the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes and issued under this Indenture to comply with any of its other agreements in this Indenture or the Notes;

(4) default under any mortgage, indenture or instrument under which there is issued or by which there is secured or evidenced any Indebtedness for money borrowed by the Issuer or any Restricted Subsidiary or the payment of which is guaranteed by the Issuer or any Restricted Subsidiary, other than Indebtedness owed to the Issuer or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists or is created after the issuance of the Notes, if both:

(A) such default either:

(i) results from the failure to pay any principal of such Indebtedness at its stated final maturity (after giving effect to any applicable grace periods); or

(ii) relates to an obligation other than the obligation to pay principal of any such Indebtedness at its stated final maturity and results in the holder or holders of such Indebtedness causing such Indebtedness to become due prior to its stated maturity; and

(B) the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at stated final maturity (after giving effect to any applicable grace periods), or the maturity of

which has been so accelerated, aggregates $10.0 million or more at any one time outstanding;

(5) failure by the Issuer or any Significant Subsidiary to pay final judgments aggregating in excess of $10.0 million, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed;

(6) any of the following events with respect to the Issuer or any Significant Subsidiary:

(A) the Issuer or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law

(i) commences a voluntary case;

(ii) consents to the entry of an order for relief against it in an involuntary case;

(iii) consents to the appointment of a custodian of it or for any substantial part of its property;

(iv) takes any comparable action under any foreign laws relating to insolvency; or

(B) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Issuer or any Significant Subsidiary in an involuntary case;

(ii) appoints a custodian of the Issuer or any Significant Subsidiary or for any substantial part of its property; or

(iii) orders the winding up or liquidation of the Issuer or any Significant Subsidiary;

and the order or decree remains undischarged, unstayed or unremedied and in effect for 60 consecutive days; or

(7) the Guarantee of any Significant Subsidiary shall for any reason cease to be in full force and effect or be declared null and void or any responsible officer of any Guarantor that is a Significant Subsidiary, as the case may be, denies that it has any further liability under its Guarantee or gives notice to such effect, other than by reason of the termination of this Indenture or the release of any such Guarantee in accordance with this Indenture.

Section 5.02 *Acceleration of Maturity; Rescission and Annulment* .

If any Event of Default (other than of a type specified in Section 5.01(6) above) occurs and is continuing under this Indenture, the Trustee or the Holders of at least 25% in principal amount of the

Outstanding Notes issued under this Indenture may declare the principal, premium, if any, interest and Additional Interest, if any, and any other monetary obligations on all the Outstanding Notes issued under this Indenture to be due and payable immediately, by a notice in writing to the Issuer (and to the Trustee if given by Holders).

Upon the effectiveness of such declaration, such principal and interest will be due and payable immediately. Notwithstanding the foregoing, if an Event of Default specified in Section 5.01(6) above occurs and is continuing, then the principal amount of all Outstanding Notes shall *ipso facto* become and be immediately due and payable without any notice, declaration or other act on the part of the Trustee or any Holder.

At any time after a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter provided in this Article, the Holders of a majority in aggregate principal amount of the Outstanding Notes, by written notice to the Issuer and the Trustee, may, on behalf of all Holders of the Outstanding Notes, rescind and annul such declaration and its consequences except a continuing Default or Event of Default in the payment of interest on, premium, if any, or the principal of any such Note held by a non-consenting Holder.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

Notwithstanding the preceding paragraph, in the event of any Event of Default specified in Section 5.01(4) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of the acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders, if within 20 days after such Event of Default arose:

(x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged,

(y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default, or

(z) if the default that is the basis for such Event of Default has been cured.

Section 5.03 *Collection of Indebtedness and Suits for Enforcement by Trustee*.

The Issuer covenants that if an Event of Default specified in Section 5.01(1) or 501(2) hereof occurs and is continuing, the Issuer will, upon demand of the Trustee, pay to the Trustee for the benefit of the Holders of such Notes, the whole amount then due and payable on such Notes for principal (and premium, if any) and interest, and interest on any overdue principal (and premium, if any) and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installment of interest, at the rate borne by the Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

If the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Issuer, any Guarantor or any other obligor upon the Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer, any Guarantor or any other obligor upon the Notes, wherever situated.

If an Event of Default occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders under this Indenture and the Guarantees by such appropriate judicial proceedings as the Trustee shall deem necessary to protect and enforce any such rights, including seeking recourse against any Guarantor, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy, including but without limitation, seeking recourse against any Guarantor.

Section 5.04 *Trustee May File Proofs of Claim*.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor including any Guarantor, upon the Notes or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium, if any, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(i) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 5.05 *Trustee May Enforce Claims Without Possession of Notes*.

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders in respect of which such judgment has been recovered.

Section 5.06 *Application of Money Collected*.

Any money, property or proceeds thereof collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of

such money on account of principal (or premium, if any) or interest, upon presentation of the Notes and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: To the payment of all amounts due the Trustee under Section 6.07;

Second: To the payment of the amounts then due and unpaid for principal of (and premium, if any) and interest on the Notes in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal (and premium, if any) and interest, respectively; and

Third: The balance, if any, to the Issuer or any other obligor on the Notes, as their interests may appear or as a court of competent jurisdiction may direct in writing; *provided* that all sums due and owing to the Holders and the Trustee have been paid in full as required by this Indenture.

Section 5.07 *Limitation on Suits*.

No Holder of any Notes shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Holders of not less than 25% in principal amount of the Outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to the Trustee indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority or more in principal amount of the Outstanding Notes;

it being understood and intended that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture or the Guarantees to affect, disturb or prejudice the rights of any other Holders, or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture or the Guarantees, except in the manner herein provided and for the equal and ratable benefit of all the Holders (it being further understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

Section 5.08 *Unconditional Right of Holders To Receive Principal, Premium and Interest*.

Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment, as provided herein (including, if applicable, Article 11) and in such Note of the principal of (and premium, if any) and (subject to Section 3.07) interest on such Note on the respective Stated Maturities expressed in such Note (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

Section 5.09 *Restoration of Rights and Remedies*.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture or the Guarantees and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuer, any Guarantor, any other obligor of the Notes, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 5.10 *Rights and Remedies Cumulative*.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in the last paragraph of Section 3.06, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 5.11 *Delay or Omission Not Waiver*.

No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 5.12 *Control by Holders*.

The Holders of not less than a majority in principal amount of the Outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, *provided* that:

(1) such direction shall not be in conflict with any rule of law or with this Indenture,

(2) subject to Section 315 of the Trust Indenture Act, the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee need not take any action which might involve it in personal liability or be unjustly prejudicial to the Holders not consenting.

Section 5.13 *Waiver of Past Defaults*.

Subject to Sections 5.02, 5.08 and 9.02, the Holders of not less than a majority in principal amount of the Outstanding Notes may on behalf of the Holders of all such Notes waive any past Default hereunder and its consequences, except a continuing Default or Event of Default (1) in respect of the payment of interest on, premium, if any, or the principal of any such Note held by a non-consenting Holder, or (2) in respect of a covenant or provision hereof which under Article 9 cannot be modified or amended without the consent of the Holder of each Outstanding Note affected.

Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 5.14 *Waiver of Stay or Extension Laws*.

Each of the Issuer, the Guarantors and any other obligor on the Notes covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and each of the Issuer, the Guarantors and any other obligor on the Notes (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE 6
THE TRUSTEE

Section 6.01 *Duties of the Trustee*.

(a) Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions specifically required by any provision hereof to be provided to it, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture, but not to verify the contents thereof.

(b) In case an Event of Default has occurred and is continuing of which a Responsible Officer of the Trustee has actual knowledge or of which written notice of such Event of Default shall have been given to the Trustee by the Issuer, any other obligor of the Notes or by any Holder, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this paragraph (c) shall not be construed to limit the effect of paragraph (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the Outstanding Notes relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 6.02 *Notice of Defaults*.

Within ninety days after the earlier of receipt from the Issuer of notice of the occurrence of any Default or Event of Default hereunder or the date when such Default or Event of Default becomes known to the Trustee, the Trustee shall transmit, in the manner and to the extent provided in TIA Section 313(c), notice of such Default or Event of Default hereunder known to the Trustee, unless such Default or Event of Default shall have been cured or waived; *provided*, *however*, that, except in the case of a Default or Event of Default in the payment of the principal, premium, if any, interest and Additional Interest, if any, on any Note, the Trustee shall be protected in withholding such notice if and so long as a trust committee of Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders.

Section 6.03 *Certain Rights of Trustee*.

Subject to the provisions of TIA Sections 315(a) through 315(d):

(1) the Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document (whether in original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by a Issuer Request or Issuer Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(3) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officers' Certificate;

(4) the Trustee may consult with counsel of its own selection and the advice of such counsel or any Opinion of Counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(5) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses, losses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the expense of the Issuer and shall incur no liability of any kind by reason of such inquiry or investigation;

(7) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(8) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(9) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(10) the Trustee may request that the Issuer deliver an Officers' Certificate substantially in the Form of Exhibit F hereto setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded; and

(11) in no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has received written notice of any event which is in fact such a Default or Event of Default at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture.

Section 6.04 *Trustee Not Responsible for Recitals or Issuance of Notes*.

The recitals contained herein and in the Notes, except for the Trustee's certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes, except that the Trustee represents that it is duly authorized to execute and deliver this Indenture, authenticate the Notes and perform its obligations hereunder. The Trustee shall not be accountable for the use or application by the Issuer of Notes or the proceeds thereof.

Section 6.05 *May Hold Notes*.

The Trustee, any Paying Agent, any Note Registrar or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to TIA Sections 310(b) and 311, may otherwise deal with the Issuer with the same rights it would have if it were not the Trustee, Paying Agent, Note Registrar or such other agent; *provided*, *however*, that, if it acquires any conflicting interest, it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

Section 6.06 *Money Held in Trust*.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuer.

Section 6.07 *Compensation and Reimbursement*.

The Issuer agrees:

(1) to pay to the Trustee from time to time such compensation as shall be agreed in writing between the Issuer and the Trustee for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as shall be determined to have been caused by its own negligence or willful misconduct; and

(3) to indemnify the Trustee and its officers, directors, agents and employees and any predecessor Trustee for, and to hold it harmless against, any and all loss, liability, claim, damage or expense, including taxes (other than the taxes based on the income of the Trustee) incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim regardless of whether the claim is asserted by the Issuer, a Guarantor, a Holder or any other Person or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee will notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer will not relieve the Issuer of its obligations hereunder. The Issuer will defend the claim and the Trustee will cooperate in the defense. The Issuer need not pay for any settlement made without its consent, which consent will not be unreasonably withheld. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, negligence or bad faith.

The obligations of the Issuer under this Section to compensate the Trustee, to pay or reimburse the Trustee for expenses, disbursements and advances and to indemnify and hold harmless the Trustee shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture and resignation or removal of the Trustee. As security for the performance of such obligations of the Issuer, the Trustee shall have a claim prior to the Notes upon all property and funds held or collected by the Trustee as such, except funds held in trust for the payment of principal of (and premium, if any) or interest on particular Notes.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.01(6), the expenses (including the reasonable charges and expenses of its counsel) of and the compensation for such services are intended to constitute expenses of administration under any applicable Federal or State bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture.

Section 6.08 *Corporate Trustee Required; Eligibility*.

There shall be at all times a Trustee hereunder which shall be eligible to act as Trustee under TIA Sections 310(a)(1), (2) and (5) and shall have a combined capital and surplus of at least $50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of Federal, State, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 6.09 *Resignation and Removal; Appointment of Successor* .

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 6.10.

(b) The Trustee may resign at any time by giving written notice thereof to the Issuer. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor trustee by written instrument executed by authority of the Board of Directors, a copy of which shall be delivered to the resigning Trustee and a copy to the successor trustee. If the instrument of acceptance by a successor

Trustee required by Section 6.10 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Holders of not less than a majority in principal amount of the Outstanding Notes, delivered to the Trustee and to the Issuer. If the instrument of acceptance by a successor Trustee required by Section 6.10 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Trustee.

(d) If at any time:

(1) the Trustee shall fail to comply with the provisions of TIA Section 310(b) after written request therefor by the Issuer or by any Holder who has been a bona fide Holder of a Note for at least six months, or

(2) the Trustee shall cease to be eligible under Section 6.08 and shall fail to resign after written request therefor by the Issuer or by any Holder who has been a bona fide Holder of a Note for at least six months, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Issuer, by a Board Resolution, may remove the Trustee, or (ii) subject to TIA Section 315(e), any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer shall promptly appoint a successor Trustee. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Notes delivered to the Issuer and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the Issuer. If no successor Trustee shall have been so appointed by the Issuer or the Holders and accepted appointment in the manner hereinafter provided, any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee to the Holders in the manner provided for in Section 1.06. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

Section 6.10 *Acceptance of Appointment by Successor*.

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of

the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

(b) Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all rights, powers and trusts referred to in paragraph (a) of this Section 6.10.

(c) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 6.11 *Merger, Conversion, Consolidation or Succession to Business*.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder; *provided*, such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes. In case at that time any of the Notes shall not have been authenticated, any successor Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor Trustee. In all such cases such certificates shall have the full force and effect which this Indenture provides for the certificate of authentication of the Trustee shall have; *provided*, *however*, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

Section 6.12 *Appointment of Authenticating Agent*.

At any time when any of the Notes remain Outstanding, the Trustee may appoint an Authenticating Agent or Agents with respect to the Notes which shall be authorized to act on behalf of the Trustee to authenticate Notes and the Trustee shall give written notice of such appointment to all Holders of Notes with respect to which such Authenticating Agent will serve, in the manner provided for in Section 1.06. Notes so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Any such appointment shall be evidenced by an instrument in writing signed by a Responsible Officer of the Trustee, and a copy of such instrument shall be promptly furnished to the Issuer. Wherever reference is made in this Indenture to the authentication and delivery of Notes by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Issuer and shall at all times be a corporation organized and doing business under the laws of the United States of America, any state thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than $50,000,000 and subject to supervision or examination by Federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this

Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to all or substantially all the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent; *provided*, such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Issuer. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Issuer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Issuer and shall give written notice of such appointment to all Holders of Notes, in the manner provided for in Section 1.06. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Issuer agrees to pay to each Authenticating Agent from time to time such compensation for its services under this Section as shall be agreed in writing between the Issuer and such Authenticating Agent.

If an appointment is made pursuant to this Section, the Notes may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication in the following form:

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB, as Trustee

By: _____
as Authenticating Agent

Dated: _____ By: _____
as Authorized Officer

Section 6.13 *Force Majeure.*

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE 7
HOLDERS LISTS AND REPORTS BY TRUSTEE AND ISSUER

Section 7.01 *Issuer To Furnish Trustee Names and Addresses.*

The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Issuer will furnish to the Trustee at least seven Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Issuer shall otherwise comply with TIA § 312(a).

Section 7.02 *Disclosure of Names and Addresses of Holders*.

Every Holder of Notes, by receiving and holding the same, agrees with the Issuer and the Trustee that none of the Issuer or the Trustee or any agent of either of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with TIA Section 312, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under TIA Section 312(b).

Section 7.03 *Reports by Trustee*.

Within 60 days after April 15 of each year commencing with April 15, 2011, the Trustee shall transmit to the Holders of Notes (with a copy to the Issuer), in the manner and to the extent provided in TIA Section 313(c), a brief report dated as of such May 15 if required by TIA Section 313(a).

ARTICLE 8
MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS

Section 8.01 *Issuer May Consolidate, Etc., Only on Certain Terms*.

(a) The Issuer may not consolidate or merge with or into or wind up into (whether or not the Issuer is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(1) the Issuer is the surviving corporation or the Person formed by or surviving any such consolidation or merger (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Person, as the case may be, being herein called the "*Successor Issuer*");

(2) the Successor Issuer, if other than the Issuer, expressly assumes all the obligations of the Issuer under this Indenture and the Notes pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) immediately after giving *pro forma* effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period,

(A) the Successor Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of Section 10.10, or

(B) the Fixed Charge Coverage Ratio for the Successor Issuer and the Restricted Subsidiaries would be equal to or greater than such ratio for the Issuer and the Restricted Subsidiaries immediately prior to such transaction;

(5) if the Successor Issuer is not the Issuer, each Guarantor, unless it is the other party to the transactions described above, in which case Section 8.02(2) below shall apply, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Notes; and

(6) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture;

(b) The Successor Issuer will succeed to, and be substituted for the Issuer under this Indenture and the Notes. Notwithstanding clauses (3) and (4) above,

(1) the Issuer or any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Issuer or a Guarantor; and

(2) the Issuer may merge with an Affiliate incorporated solely for the purpose of reincorporating the Guarantor or the Issuer in another State of the United States so long as the amount of Indebtedness of the Issuer and the Restricted Subsidiaries is not increased thereby.

Section 8.02 *Guarantors May Consolidate, Etc., Only on Certain Terms*.

Subject to Section 12.09, each Guarantor will not, and the Issuer will not permit any Guarantor to, consolidate or merge with or into or wind up into (whether or not such Guarantor is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless:

(1) such Guarantor is the surviving Person or the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a Person organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the "*Successor Person*");

(2) the Successor Person, if other than such Guarantor, expressly assumes all the obligations of such Guarantor under this Indenture and such Guarantor's Guarantee pursuant to supplemental indentures or other documents or instruments in form reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indentures, if any, comply with this Indenture; and

(5) the transaction is made in compliance with Section 10.16.

Subject to Section 12.09 hereof, the Successor Person shall succeed to, and be substituted for, such Guarantor under this Indenture and such Guarantor's Guarantee. Notwithstanding the foregoing, any Guarantor may merge into or transfer all or part of its properties and assets to another Guarantor or the Issuer.

Section 8.03 *Successor Substituted*.

Upon any consolidation or merger, or any sale, assignment, conveyance, transfer, lease or disposition of all or substantially all of the assets of the Issuer or any Guarantor in accordance with Sections 8.01 and 8.02 hereof, the successor Person formed by such consolidation or into which the Issuer or such Guarantor, as the case may be, is merged or the successor Person to which such sale, assignment, conveyance, transfer, lease or disposition is made, shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Guarantor, as the case may be, under this Indenture and/or the Guarantees, as the case may be, with the same effect as if such successor Person had been named as the Issuer or such Guarantor, as the case may be,

herein and/or the Guarantees, as the case may be. When a successor Person assumes all obligations of its predecessor hereunder, and under the Notes or the Guarantees, as the case may be, such predecessor shall be released from all obligations; *provided* that in the event of a transfer or lease, the predecessor shall not be released from the payment of principal and interest or other obligations on the Notes or the Guarantees, as the case may be.

ARTICLE 9
SUPPLEMENTAL INDENTURES

Section 9.01 *Amendments or Supplements Without Consent of Holders*.

Without the consent of any Holder, the Issuer, any Guarantor (with respect to a Guarantee or this Indenture to which it is a party) and the Trustee, at any time and from time to time, may amend or supplement this Indenture, any Guarantee, or the Notes for any of the following purposes:

(1) to cure any ambiguity, omission, mistake, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to comply with Article 8 hereof;

(4) to provide for the assumption of the Issuer's or any Guarantor's obligations to the Holders;

(5) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the rights under this Indenture of any such Holder;

(6) to add covenants for the benefit of the Holders or to surrender any right or power conferred upon the Issuer;

(7) to comply with requirements of the Commission in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(8) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee pursuant to the requirements of Sections 6.09 and 6.10;

(9) to provide for the issuance of exchange notes or private exchange notes, which are identical to exchange notes except that they are not freely transferable;

(10) to add or release a Guarantor under this Indenture in accordance with the terms of this Indenture;

(11) to conform the text of this Indenture, Guarantees or the Notes to any provision of the "Description of the Notes" section of the Offering Memorandum to the extent that such provision in the "Description of the Notes" was intended (as evidenced by an Officers' Certificate of the Issuer delivered to the Trustee) to be a verbatim recitation of a provision of this Indenture, the Guarantees, or the Notes;

(12) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture;

(13) to make any changes with respect to the rights or obligations of the Trustee or other provisions relating to the Trustee that do not adversely affect the rights of any Holder in any material respect; or

(14) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including, without limitation to facilitate the issuance and administration of the Notes; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in the Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of the Holders to transfer the Notes.

Section 9.02 *Amendments, Supplements or Waivers with Consent of Holders*.

With the consent of the Holders of at least a majority in principal amount of the Outstanding Notes, by Act of said Holders delivered to the Issuer and the Trustee, the Issuer, any Guarantor (with respect to any Guarantee or this Indenture to which it is a party) and the Trustee may amend or supplement this Indenture, any Guarantee or the Notes for the purpose of adding any provisions hereto or thereto, changing in any manner or eliminating any of the provisions or of modifying in any manner the rights of the Holders hereunder or thereunder and any existing Default, Event of Default or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the Outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes); *provided*, *however*, that no such amendment, supplement or waiver shall, without the consent of the Holder of each Outstanding Note affected thereby:

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver,

(2) reduce the principal of or change the Maturity of any such Note or alter or waive the provisions with respect to the redemption of the Notes (other than provisions relating to Sections 10.15 and 10.16),

(3) reduce the rate of or change the time for payment of interest on any Note,

(4) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the Notes issued under this Indenture, except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration, or in respect of a covenant or provision contained in this Indenture or any Guarantee which cannot be amended or modified without the consent of all Holders,

(5) make any Note payable in money other than that stated in such Notes,

(6) make any change in Section 5.13 or the rights of Holders to receive payments of principal of or premium, if any, or interest on the Notes,

(7) make any change in the amendment and waiver provisions set forth in Sections 9.01 and 9.02,

(8) impair the right of any Holder to receive payment of principal of, or interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes,

(9) except as expressly permitted by this Indenture, modify the Guarantees of any Significant Subsidiary in any manner adverse to the Holders, or

(10) make any change to or modify the ranking of the Notes that would adversely affect the Holders.

It is not necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it is sufficient if such consent approves the substance thereof.

Section 9.03 *Execution of Amendments, Supplements or Waivers*.

In executing, or accepting the additional trusts created by, any amendment, supplement or waiver permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be provided with, and shall be fully protected in relying upon, an Officers' Certificate and Opinion of Counsel stating that the execution of such amendment, supplement or waiver is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such amendment, supplement or waiver which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise. Notwithstanding the foregoing, no Opinion of Counsel shall be required in connection with the addition of a Guarantor under this Indenture upon execution and delivery by such Guarantor and the Trustee of a supplemental indenture to this Indenture, the form of which is attached as Exhibit E hereto, and delivery of an Officers' Certificate, except as provided in Section 8.02.

Section 9.04 *Effect of Amendments, Supplements or Waivers*.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such amendment, supplement or waiver shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 9.05 *Conformity with Trust Indenture Act*.

Every supplemental indenture executed pursuant to the Article shall conform to the requirements of the Trust Indenture Act as then in effect.

Section 9.06 *Reference in Notes to Supplemental Indentures*.

Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Issuer shall so determine, new Notes so modified as to conform, in the opinion of the Issuer, to any such supplemental indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Notes. Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.07 *Notice of Supplemental Indentures*.

Promptly after the execution by the Issuer, any Guarantor and the Trustee of any supplemental indenture pursuant to the provisions of Section 9.02, the Issuer shall give notice thereof to the Holders of each Outstanding Note affected, in the manner provided for in Section 1.06, briefly setting forth in general terms the substance of such supplemental indenture. Any failure of the Issuer to mail such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver.

ARTICLE 10
COVENANTS

Section 10.01 *Payment of Principal, Premium, if Any, and Interest*.

The Issuer covenants and agrees for the benefit of the Holders that it will duly and punctually pay the principal of (and premium, if any) and interest on (and Additional Interest, if any) the Notes in accordance with the terms of the Notes and this Indenture. Principal, premium, if any, interest and Additional Interest, if any, will be considered paid on the date due if the Paying Agent, if other than the Issuer or a Subsidiary thereof, holds as of 11:00 a.m. New York City Time on the due date money deposited by the Issuer in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest, if any, then due. The Issuer will pay all Additional Interest, if any, in the same manner on the dates and in the amounts set forth in the Registration Rights Agreement.

Section 10.02 *Maintenance of Office or Agency*.

The Issuer will maintain in the continental United States, an office or agency where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The designated office of the Trustee shall be such office or agency of the Issuer, unless

the Issuer shall designate and maintain some other office or agency for one or more of such purposes. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind any such designation; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the Continental United States for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such other office or agency.

Section 10.03 *Money for Notes Payments To Be Held in Trust*.

If the Issuer or a Wholly-Owned Subsidiary of the Issuer shall at any time act as its own Paying Agent, it will, on or before each due date of the principal of (or premium, if any) or interest on any of the Notes, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal of (or premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for the Notes, it will, on or before each due date of the principal of (or premium, if any) or interest on any Notes, deposit with a Paying Agent a sum sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Issuer will promptly notify the Trustee of such action or any failure so to act.

The Issuer will cause each Paying Agent (other than the Trustee) to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of the principal of (and premium, if any) or interest on Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment of principal (and premium, if any) or interest; and

(3) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums.

Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of (or premium, if any) or interest on any Note and remaining unclaimed for two years after such principal, premium or interest has become due and payable shall be paid to the Issuer on Issuer Request, or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, shall thereupon cease; *provided*, *however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Issuer cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the Borough of Manhattan, The City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer.

Section 10.04 *Corporate Existence*.

Subject to Article 8, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and that of each Restricted Subsidiary and the corporate rights (charter and statutory) and franchises of the Issuer and each Restricted Subsidiary; *provided*, *however*, that the Issuer shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Issuer and its Subsidiaries as a whole.

Section 10.05 *Payment of Taxes and Other Claims*.

The Issuer will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (a) all material taxes, assessments and governmental charges levied or imposed upon the Issuer or any Subsidiary or upon the income, profits or property of the Issuer or any Subsidiary and (b) all material lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien upon the property of the Issuer or any Subsidiary; *provided*, *however*, that the Issuer shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings and for which appropriate reserves, if necessary (in the good faith judgment of management of the Issuer) are being maintained in accordance with GAAP.

Section 10.06 *Maintenance of Properties*.

The Issuer will cause all properties owned by the Issuer or any Restricted Subsidiary or used or held for use in the conduct of its business or the business of any Restricted Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Issuer may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; *provided*, *however*, that nothing in this Section shall prevent the Issuer from discontinuing the maintenance of any of such properties if such discontinuance is, in the judgment of the Issuer, desirable in the conduct of its business or the business of any Restricted Subsidiary.

Section 10.07 *Statement by Officers as to Default*.

(a) The Issuer will deliver to the Trustee within 120 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Issuer and its Restricted Subsidiaries

during the preceding fiscal year has been made under the supervision of the signing officers with a view to determining whether it has kept, observed, performed and fulfilled, and has caused each of its Restricted Subsidiaries to keep, observe, perform and fulfill its obligations under this Indenture and further stating, as to each such officer signing such certificate, that, to the best of his or her knowledge, the Issuer during such preceding quarter or the preceding fiscal year, as the case may be, has kept, observed, performed and fulfilled, and has caused each of its Restricted Subsidiaries to keep, observe, perform and fulfill each and every such covenant contained in this Indenture and no Default or Event of Default occurred during such year and at the date of such certificate there is no Default or Event of Default which has occurred and is continuing or, if such signers do know of such Default or Event of Default, the certificate shall describe its status, with particularity and that, to the best of his or her knowledge, no event has occurred and remains by reason of which payments on the account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action each is taking or proposes to take with respect thereto. The Officers' Certificate shall also notify the Trustee should the Issuer elect to change the manner in which it fixes its fiscal year-end. For purposes of this Section 10.07(a), such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

(b) When any Default or Event of Default has occurred and is continuing under this Indenture or any other document, instrument or agreement representing Indebtedness of the Issuer or any Guarantor, the Issuer shall deliver to the Trustee by registered or certified mail or facsimile transmission an Officers' Certificate specifying such event, notice or other action within five Business Days of any Officer becoming aware of the foregoing.

Section 10.08 *Reports and Other Information*.

Whether or not required by the rules and regulations of the Commission, so long as any Notes are outstanding, the Issuer will furnish to the Holders or cause the Trustee to furnish to the Holders (or file with the Commission for public availability), within the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if the Issuer were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Issuer's certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if the Issuer were required to file such reports.

Notwithstanding the foregoing, prior to the effectiveness of the exchange offer registration statement or a shelf registration statement contemplated by the Registration Rights Agreement, (i) such requirements, with regard to the applicable periods, shall be deemed satisfied by the filing with the Commission of an exchange offer registration statement or a shelf registration statement, and any amendments thereto, with such financial and other information that satisfies Regulation S-X of the Securities Act and the information requirements of this Section 10.08 within the time periods and in accordance with the other provisions of the Registration Rights Agreement, subject to exceptions consistent with the presentation of financial information in the Offering Memorandum, and (ii) such requirements with respect to quarterly and annual reports, with regard to the applicable periods, shall be deemed satisfied by furnishing to the Holders within 15 days of the date the Issuer would have been required to file annual and interim reports with the Commission, the financial information (including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" section) that

would be required to be included in such reports, subject to exceptions consistent with the presentation of financial information in the Offering Memorandum and excluding, for the avoidance of doubt, any Section 302 and Section 906 certification of the Sarbanes Oxley Act of 2002.

Except as provided above, all such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, following the consummation of the exchange offer contemplated by the Registration Rights Agreement, the Issuer will file a copy of each of the reports referred to in clauses (1) and (2) above in this Section 10.08 with the Commission for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the Commission will not accept such a filing) and will post the reports on its website within those time periods. The Issuer will at all times comply with TIA §314(a).

If, at any time after consummation of the exchange offer contemplated by the Registration Rights Agreement, the Issuer is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, the Issuer will nevertheless continue filing the reports specified in the preceding paragraphs of this Section 10.08 with the Commission within the time periods specified above unless the Commission will not accept such a filing. The Issuer will not take any action for the purpose of causing the Commission not to accept any such filings. If, notwithstanding the foregoing, the Commission will not accept the Issuer's filings for any reason, the Issuer will post the reports referred to in the preceding paragraphs of this Section 10.08 on its website within the time periods that would apply if the Issuer were required to file those reports with the Commission.

If the Issuer has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraphs of this Section 10.08 will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Issuer and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Issuer. Notwithstanding the foregoing, (a) so long as Parent, or any direct or indirect parent holding company of the Issuer, is a Guarantor of the Notes, the reports, information and other documents required to be filed and provided as described hereunder may, at the Issuer's option, be filed by and be those of Parent or such other direct or indirect parent holding company of the Issuer rather than the Issuer and (b) in the event that Parent or such other direct or indirect parent holding company of the Issuer conducts any business or holds any significant assets other than the capital stock of the Issuer at the time of filing and providing any such report, information or other document containing financial statements of Parent or such other direct or indirect parent holding company of the Issuer, Parent or such other direct or indirect parent holding company of the Issuer shall include in such report, information or other document summarized financial information (as defined in Rule 1-02(bb) of Regulation S-X promulgated by the Commission) with respect to the Issuer.

In addition, the Issuer and the Guarantors agree that, for so long as any Notes remain outstanding, if at any time they are not required to file with the Commission the reports required by the preceding paragraphs of this Section 10.08, they will furnish to the Holders of Notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Section 10.09 *Limitation on Restricted Payments*.

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly:

(1) declare or pay any dividend or make any distribution on account of the Issuer's or any Restricted Subsidiary's Equity Interests, including any dividend or distribution payable in connection with any merger or consolidation other than:

(a) dividends or distributions by the Issuer payable in Equity Interests (other than Disqualified Stock) of the Issuer; or

(b) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary other than a Wholly-Owned Subsidiary, the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities;

(2) purchase, redeem, defease or otherwise acquire or retire for value any Equity Interests of the Issuer or any direct or indirect parent of the Issuer, including in connection with any merger or consolidation;

(3) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value in each case, prior to any scheduled repayment, sinking fund payment or maturity, any Subordinated Indebtedness, other than (x) the purchase, repurchase or other acquisition of Subordinated Indebtedness purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of purchase, repurchase or acquisition and (y) Indebtedness of the Issuer to a Restricted Subsidiary or a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; or

(4) make any Restricted Investment;

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as " *Restricted Payments*"), unless, at the time of such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(b) immediately after giving effect to such transaction on a *pro forma* basis, the Issuer could incur $1.00 of additional indebtedness under the provisions of the first paragraph of Section 10.10; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (1) and (7) of the next succeeding paragraph of this Section 10.09, but excluding all other Restricted Payments permitted by the next succeeding paragraph of this Section 10.09), is less than the sum of:

(1) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing immediately prior to the Issue Date to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment, or, in the

case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit, plus

(2) 100% of the aggregate net cash proceeds and the Fair Market Value of marketable securities or other property received by the Issuer after the Issue Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or preferred stock pursuant to clause (13)(b) of the second paragraph of Section 10.10) from the issue or sale of:

(A) Equity Interests of the Issuer and, to the extent actually contributed to the Issuer, Equity Interests of any direct or indirect parent company, excluding cash proceeds and the Fair Market Value of marketable securities or other property received from the sale of Equity Interests to members of management, directors or consultants of the Issuer, any direct or indirect parent of the Issuer and the Issuer's Subsidiaries after the Issue Date to the extent such amounts have been applied to Restricted Payments made in accordance with clause (4) of the next succeeding paragraph; or

(B) debt securities or Disqualified Stock of the Issuer or any Restricted Subsidiary that have been converted into or exchanged for such Equity Interests of the Issuer or its direct or indirect parents;

provided, however, that this clause (2) shall not include the proceeds from (a) Refunding Capital Stock (as defined below), (b) Equity Interests or converted or exchanged debt securities of the Issuer sold to a Restricted Subsidiary or the Issuer, as the case may be, (c) Disqualified Stock or debt securities that have been converted into or exchanged for Disqualified Stock, (d) Excluded Contributions or (e) Designated Preferred Stock, plus

(3) 100% of the aggregate amount of cash and the Fair Market Value of marketable securities or other property contributed to the capital of the Issuer following the Issue Date (other than net cash proceeds to the extent such net cash proceeds have been used to incur Indebtedness, Disqualified Stock or preferred stock pursuant to clause (13)(b) of the second paragraph of Section 10.10) (other than by a Restricted Subsidiary and other than any proceeds from Excluded Contributions and Designated Preferred Stock), plus

(4) 100% of the aggregate amount received in cash and the Fair Market Value of marketable securities or other property received by the Issuer or a Restricted Subsidiary by means of:

(A) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer and its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Issuer and its Restricted Subsidiaries (other than by the Issuer or a

Restricted Subsidiary) and repayments of loans or advances, and any releases of guarantees, which constitute Restricted Investments by the Issuer and its Restricted Subsidiaries, in each case after the Issue Date; or

(B) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary (other than to the extent such Investment constituted a Permitted Investment) or a dividend or distribution from an Unrestricted Subsidiary in each case after the Issue Date; plus

(5) if after the Issue Date an Unrestricted Subsidiary is designated as a Restricted Subsidiary, the Fair Market Value of the Investment in such Unrestricted Subsidiary as of the date of the designation of such Unrestricted Subsidiary as a Restricted Subsidiary, other than to the extent such Investment constituted a Permitted Investment.

The foregoing provisions will not prohibit:

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Indenture and the redemption of any Indebtedness that is subordinated in right of payment to the Notes or the Guarantees within 60 days after the date on which notice of such redemption was given, if at said date of the giving of such notice, such redemption would have complied with the provisions of this Indenture;

(2) any Restricted Payment in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Issuer or a Restricted Subsidiary) of, Equity Interests of the Issuer or of a direct or indirect parent company of the Issuer contributed to the capital of the Issuer (in each case, other than any Disqualified Stock) ("*Refunding Capital Stock*");

(3) the defeasance, redemption, repurchase or other acquisition or retirement of Subordinated Indebtedness of the Issuer or a Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer or a Guarantor, as the case may be, which is incurred in compliance with Section 10.10 so long as:

(a) the principal amount (or accreted value) of such new Indebtedness does not exceed the principal amount, plus any accrued and unpaid interest of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired for value, plus the amount of any premium and any reasonable tender premiums, defeasance costs or other fees and expenses incurred in connection with the issuance of such new Indebtedness,

(b) such new Indebtedness is subordinated to the Notes or the applicable Guarantee at least to the same extent as such Subordinated Indebtedness so redeemed, repurchased, acquired or retired,

(c) such new Indebtedness has a final scheduled maturity date equal to or later than the final scheduled maturity date of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired, and

(d) such new Indebtedness has a Weighted Average Life to Maturity which is not less than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so redeemed, repurchased, acquired or retired;

(4) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of common Equity Interests of the Issuer or any of its direct or indirect parents held by any future, present or former employee, officer, director or consultant of the Issuer, any of its Subsidiaries or any of its direct or indirect parents (or any spouses, successors, executors, administrators, heirs or legatees of any of the foregoing) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement; *provided*, *however*, that the aggregate Restricted Payments made under this clause (4) in any calendar year may not exceed the sum of (x) $2.0 million and (y) the aggregate amount of Restricted Payments permitted (but not made) pursuant to this clause (4) in the immediately preceding calendar year; *provided, further,* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of the Issuer and, to the extent contributed to the Issuer, Equity Interests of any of the Issuer's direct or indirect parents, in each case to employees, directors, officers or consultants of the Issuer, any of its Subsidiaries or any of its direct or indirect parents that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph of this Section 10.09, plus

(b) the cash proceeds of key man life insurance policies received by the Issuer and its Restricted Subsidiaries after the Issue Date; less

(c) the amount of any Restricted Payments previously made pursuant to clauses (a) and (b) of this clause (4);

provided that the Issuer may elect to apply all or any portion of the aggregate increase contemplated by subclauses (a) and (b) above in any calendar year; *provided*, *further* that cancellation of Indebtedness owing to the Issuer or any of its Restricted Subsidiaries from employees, officers, directors or consultants of the Issuer, any of its Subsidiaries or its direct or indirect parent companies in connection with a

repurchase of Equity Interests of the Issuer or any direct or indirect parent company will not be deemed to constitute a Restricted Payment for purposes of this Section 10.09 or any other provisions of this Indenture;

(5) the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Issuer or any other Restricted Subsidiary issued in accordance with Section 10.10 to the extent such dividends are included in the definition of Fixed Charges;

(6) repurchases of Equity Interests of the Issuer or any of its direct or indirect parents deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants and repurchases of Equity Interests or options to purchase Equity Interests deemed to occur in connection with the exercise of stock options to the extent necessary to pay applicable withholding taxes;

(7) the declaration and payment of dividends on the Issuer's common stock (or the payment of dividends to any direct or indirect parent entity to fund a payment of dividends on such entity's common stock), following the first public offering of the Issuer's common stock or the common stock of any of its direct or indirect parent companies after the Issue Date, of up to 6% per annum of the net cash proceeds received by or contributed to the Issuer from any such public offering, other than public offerings with respect to the Issuer's or such direct or indirect parent company's common stock registered on Form S-8 and other than any public sale constituting an Excluded Contribution;

(8) Restricted Payments that are made with Excluded Contributions;

(9) other Restricted Payments in an aggregate amount taken together with all other Restricted Payments made pursuant to this clause (9) not to exceed $5.0 million;

(10) the declaration and payment of dividends by the Issuer to, or the making of loans to, its direct or indirect parent in amounts required for either of their respective direct or indirect parents to pay:

(a) franchise taxes and other fees, taxes and expenses required to maintain their corporate existence;

(b) federal, foreign, state and local income taxes of a consolidated or combined tax group of which the direct or indirect parent is the common parent (within 30 days of receipt of such proceeds from the Issuer), to the extent such income taxes are solely attributable to the income of the Issuer and the Restricted Subsidiaries and not directly payable by the Issuer or the Restricted Subsidiaries; *provided*, that in each case the amount of such payments in any fiscal year does not exceed the amount that the Issuer and its Restricted Subsidiaries would be required to pay in respect of federal, foreign, state and local income taxes for such fiscal year were the Issuer and its Restricted Subsidiaries required to pay such taxes separately from any parent entity; *provided*, *further*, that, to the extent such proceeds from the Issuer are not used to pay such taxes within such 30-day period, such unused proceeds shall be promptly returned to the Issuer;

(c) general corporate overhead expenses of any direct or indirect parent of the Issuer, to the extent such expenses are attributable to the ownership or operation of the Issuer and the Restricted Subsidiaries;

(d) fees, indemnities and expenses incurred in connection with the issuance and sale of the Notes and the use of proceeds therefrom as described in the Offering Memorandum or amounts payable to the Sponsor or its Affiliates pursuant to the Management Agreement to the extent permitted pursuant to clause (3) of the second paragraph of Section 10.12.

(e) indemnification obligations of any direct or indirect parent of the Issuer owing to directors, officers, employees or other Affiliates of the Issuer under its charter or by-laws or pursuant to written agreements with such Person, or obligations in respect of director and officer insurance (including any premiums therefor);

(f) customary salary, bonus, contributions to pension and 401(k) plans, deferred compensation and other benefits payable to directors, officers and employees of

any direct of indirect parent of the Issuer to the extent such amounts are attributable to the ownership or operation of the Issuer and its Subsidiaries (other than pursuant to clause (4) above); and

(g) any amounts required for any direct or indirect parent of the Issuer to pay reasonable fees and expenses, other than to Affiliates of the Issuer, related to any equity or debt offering of such parent (whether or not successful);

(11) Restricted Payments by the Issuer or any Restricted Subsidiary to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of any such Person;

(12) the purchase by the Issuer of fractional shares arising out of stock dividends, splits or combinations or business combinations;

(13) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of all or substantially all of the assets of the Issuer and its Restricted Subsidiaries, taken as a whole, that complies with Article 8.

(14) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness required pursuant to the provisions similar to those described under Sections 10.15 and 10.16, *provided* that there is a concurrent or prior Change of Control Offer or Asset Sale Offer, as applicable, and all Notes tendered by holders of the Notes in connection with such Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(15) Restricted Payments in the manner described in the Offering Memorandum under "Use of Proceeds"; and

(16) at any time prior to the date that is the second annual anniversary of the Issue Date, the declaration and payment of a dividend to the direct parent of the Issuer out of the net cash proceeds of the substantially concurrent sale (other than to the Issuer or a Restricted Subsidiary) of unsecured debt securities of the Issuer after the date of this Indenture; *provided*, *however* that (i) at the time of such incurrence of such unsecured debt securities and after giving *pro forma* effect thereto, the Consolidated Annualized Leverage Ratio for the Issuer's most recently ended two fiscal quarters for which internal financial statements are available immediately preceding the date on which such debt is incurred would have been no greater than 2.75 to 1.0 and (ii) the aggregate amount of Restricted Payments made pursuant to this clause (16) may not exceed $150.0 million;

provided, *however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (9), (14) and (16), no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof.

As of the time of issuance of the Notes, all of the Issuer's Subsidiaries will be Restricted Subsidiaries. The Issuer will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the last sentence of the definition of " *Unrestricted Subsidiary*" in Section 1.01 of this Indenture. For purposes of designating any Restricted Subsidiary as an Unrestricted Subsidiary, all outstanding Investments by the Issuer and its Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth

in the last sentence of the definition of "*Investment*." Such designation will be permitted only if a Restricted Payment in such amount would be permitted at such time, whether pursuant to the first paragraph of this Section 10.09 or under clause (8) or (9) of the second paragraph of this Section 10.09, or pursuant to the definition of "*Permitted Investments*," and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Unrestricted Subsidiaries will not be subject to any of the restrictive covenants set forth in this Indenture.

Section 10.10 *Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock .*

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, " *incur*" and collectively, an "*incurrence*") with respect to any Indebtedness (including Acquired Indebtedness) and the Issuer will not issue any shares of Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Disqualified Stock or preferred stock; *provided*, *however*, that the Issuer may incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Guarantor may incur Indebtedness (including Acquired Indebtedness), issue shares of Disqualified Stock or issue shares of preferred stock, if the Fixed Charge Coverage Ratio for the Issuer and its Restricted Subsidiaries for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or preferred stock is issued would have been at least 2.0 to 1.0, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred, or the Disqualified Stock or preferred stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period.

The foregoing limitations will not apply to:

(1) the incurrence of Indebtedness of the Issuer or any of its Restricted Subsidiaries under Credit Facilities in an aggregate amount at any time outstanding not to exceed $42.5 million;

(2) the incurrence by the Issuer and any Guarantor of Indebtedness represented by the Notes (including any Guarantee) (other than any Additional Notes);

(3) Existing Indebtedness (other than Indebtedness described in clauses (1) and (2) above);

(4) Indebtedness (including Capitalized Lease Obligations) incurred, or Disqualified Stock and preferred stock issued, by the Issuer or any of its Restricted Subsidiaries to finance the purchase, lease or improvement of property (real or personal) or equipment that is used or useful in a Similar Business, whether through the direct purchase of assets or the Capital Stock of any Person owning such assets, in an aggregate principal amount which, when aggregated with the principal amount of all other Indebtedness, Disqualified Stock and preferred stock then outstanding and incurred pursuant to this clause (4) and including all Refinancing Indebtedness incurred to refund, refinance or replace any other Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (4), does not exceed the greater of (x) $15.0 million and (y) 2.75% of Total Assets as of the date of such incurrence;

(5) Indebtedness incurred by the Issuer or any of its Restricted Subsidiaries constituting reimbursement obligations with respect to letters of credit and bank guarantees issued in

the ordinary course of business, including without limitation letters of credit in respect of workers' compensation claims, health, disability or other benefits to employees or former employees or their families or property, casualty or liability insurance or self-insurance, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims; *provided*, *however*, that upon the drawing of such letters of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or incurrence;

(6) Indebtedness arising from agreements of the Issuer or any of its Restricted Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or a Subsidiary for the purpose of financing such acquisition; *provided*, *however*, that the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds including non-cash proceeds (the Fair Market Value of such non-cash proceeds being measured at the time received and without giving effect to any subsequent changes in value) actually received by the Issuer and its Restricted Subsidiaries in connection with such disposition;

(7) Indebtedness of the Issuer to a Restricted Subsidiary; *provided* that, other than in the case of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Issuer and its Restricted Subsidiaries to finance working capital needs of the Restricted Subsidiaries, any such Indebtedness owing to a non-Guarantor is expressly subordinated in right of payment to the Notes; *provided, further,* that any subsequent issuance or transfer of any Equity Interests or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (7);

(8) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided* that, other than in the case of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management operations of the Issuer and its Restricted Subsidiaries to finance working capital needs of the Restricted Subsidiaries, if a Guarantor owes such Indebtedness to a Restricted Subsidiary that is not the Issuer or a Guarantor such Indebtedness is expressly subordinated in right of payment to the Guarantee of such Guarantor; *provided, further,* that, in the case of Indebtedness to another Restricted Subsidiary, any subsequent issuance or transfer of any Equity Interests or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary, or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an incurrence of such Indebtedness not permitted by this clause (8);

(9) shares of preferred stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of preferred stock (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of such shares of preferred stock not permitted by this clause (9);

(10) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes) incurred in the ordinary course of business;

(11) Indebtedness and other obligations in respect of performance, bid, appeal and surety bonds and completion guarantees and other obligations of a like nature provided by the Issuer or any of its Restricted Subsidiaries in the ordinary course of business, including, but not limited to, Indebtedness with respect to a guarantee, surety bond or other Contingent Obligation, in form and substance sufficient to satisfy the requirements set forth at 10 C.F.R. 30.35 or comparable state regulations, as applicable, the face amount of which shall be adjusted from time to time in accordance with applicable regulations to reflect adjustments to the decommissioning funding plan for any of the facilities of the Issuer or any of its Restricted Subsidiaries;

(12) Indebtedness of any Guarantor in respect of such Guarantor's Guarantee;

(13) Indebtedness, Disqualified Stock and preferred stock of the Issuer or any of the Guarantors not otherwise permitted hereunder in an aggregate principal amount or liquidation preference which when aggregated with the principal amount and liquidation preference of all other Indebtedness, Disqualified Stock and preferred stock then outstanding and incurred pursuant to this clause (13), including all Refinancing Indebtedness incurred to refund, refinance or replace any other Indebtedness, Disqualified Stock or preferred stock incurred pursuant to this clause (13), does not at any one time outstanding exceed the sum of (a) $15.0 million and (b) up to 100.0% of the net cash proceeds received by the Issuer since after the Issue Date from the issue or sale of Equity Interests of the Issuer or cash contributed to the capital of the Issuer (in each case, other than proceeds of Disqualified Stock or sale of Equity Interests to the Issuer or any of its Subsidiaries) to the extent that such net proceeds or cash have not been applied pursuant to clause (4) of the first paragraph of Section 10.09 or to make other Investments, payments or exchanges pursuant to the second paragraph of Section 10.09 or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof);

(14) (a) any guarantee by the Issuer or a Guarantor of Indebtedness or other obligations of any of its Restricted Subsidiaries so long as the incurrence of such Indebtedness incurred by such Restricted Subsidiary is permitted under the terms of this Indenture, or

(b) any guarantee by a Restricted Subsidiary of Indebtedness of the Issuer or another Restricted Subsidiary so long as the incurrence of such Indebtedness incurred by the Issuer or such other Restricted Subsidiary is permitted under the terms of this Indenture;

provided, in each case, that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the Notes, then the guarantee shall be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(15) the incurrence by the Issuer or any of its Restricted Subsidiaries of Indebtedness, Disqualified Stock or preferred stock which serves to refund or refinance any Indebtedness, Disqualified Stock or preferred stock incurred under the first paragraph of this Section 10.10, clauses (2), (3) and (13) above, this clause (15) and clauses (19) and (21) below, including additional Indebtedness, Disqualified Stock or preferred stock incurred to pay premiums (including tender premiums), defeasance costs and fees in

connection therewith (the "*Refinancing Indebtedness*") prior to its respective maturity; *provided*, *however*, that:

(a) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or preferred stock being refunded or refinanced;

(b) to the extent such Refinancing Indebtedness refinances (i) Indebtedness subordinated or *pari passu* in right of payment to the Notes or any Guarantee of the Notes, such Refinancing Indebtedness is subordinated or *pari passu* in right of payment to the Notes or such Guarantee at least to the same extent as the Indebtedness being refinanced or refunded or (ii) Disqualified Stock or preferred stock, such Refinancing Indebtedness must be Disqualified Stock or preferred stock, respectively; and

(c) such Refinancing Indebtedness shall not include

(x) Indebtedness, Disqualified Stock or preferred stock of a non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of the Issuer;

(y) Indebtedness, Disqualified Stock or preferred stock of a non-Guarantor Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of a Guarantor; or

(z) Indebtedness, Disqualified Stock or preferred stock of the Issuer or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or preferred stock of an Unrestricted Subsidiary;

provided, *further* that subclause (a) of this clause (15) will not apply to any refunding or refinancing of Indebtedness under a Credit Facility that is secured by a Lien that is permitted to be incurred under this Indenture;

(16) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within five Business Days of its incurrence;

(17) Indebtedness of the Issuer or any of its Restricted Subsidiaries supported by a letter of credit issued pursuant to a Credit Facility, in a principal amount not in excess of the stated amount of such letter of credit;

(18) Indebtedness of the Issuer or any of its Restricted Subsidiaries (i) incurred in connection with the financing of insurance premiums or (ii) in the form of take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(19) Indebtedness of Foreign Subsidiaries in an aggregate principal amount at any time outstanding, pursuant to this clause (19), including all Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred

pursuant to this clause (19), not to exceed the greater of (a) $15.0 million and (b) 10.0% of Total Assets of Foreign Subsidiaries as of the date of such incurrence;

(20) Indebtedness owed on a short-term basis of no longer than 30 days to banks and other financial institutions incurred in the ordinary course of business of the Issuer and the Restricted Subsidiaries with such banks or financial institutions that arises in connection with ordinary cash management activities of the Issuer and the Restricted Subsidiaries;

(21) Indebtedness, Disqualified Stock or preferred stock of (x) the Issuer or a Guarantor incurred to finance an acquisition or assumed by the Issuer or any Guarantor in connection with any acquisition or (y) Persons that are acquired by the Issuer or any Guarantor or merged into the Issuer or a Guarantor in accordance with the terms of this Indenture; *provided*, that after giving effect to such acquisition or merger, either:

(a) the Issuer would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of this Section 10.10; or

(b) the Fixed Charge Coverage Ratio is greater than immediately prior to such acquisition or merger; and

(22) cash management obligations and Indebtedness in respect of netting services, employee credit card programs and similar arrangements in connection with cash management and deposit accounts.

For purposes of determining compliance with this Section 10.10, in the event that an item of Indebtedness, Disqualified Stock or preferred stock meets the criteria of more than one of the categories of permitted Indebtedness, Disqualified Stock or preferred stock described in clauses (1) through (22) above or is entitled to be incurred pursuant to the first paragraph of this Section 10.10, the Issuer, in its sole discretion, may classify or reclassify such item of Indebtedness in any manner that complies with this Section 10.10 and the Issuer may divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in the first and second paragraphs of this Section 10.10. Notwithstanding the foregoing, Indebtedness under the Credit Agreement outstanding on the Issue Date will initially be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the second paragraph of this Section 10.10. Accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness, Disqualified Stock or preferred stock will not be deemed to be an incurrence of Indebtedness, Disqualified Stock or preferred stock for purposes of this Section 10.10; *provided*, in each such case (other than with respect to the Notes), that the amount of such accrual, accretion or payment is included in Fixed Charges of the Issuer as accrued.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

The Issuer will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Issuer or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's guarantee to the same extent as such Indebtedness is subordinated in right of payment to other Indebtedness of the Issuer or such Guarantor as the case may be.

Unsecured Indebtedness shall not be treated as subordinated or junior to secured Indebtedness merely because it is unsecured, and Indebtedness shall not be treated as subordinated or junior to any other Indebtedness merely because it has a junior priority with respect to the same collateral.

Section 10.11 *Limitation on Liens*.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or otherwise cause or suffer to exist or become effective any Lien that secures obligations under any Indebtedness on any asset now owned or hereafter acquired, except Permitted Liens, unless the Notes and related Guarantees, as applicable, are equally and ratably secured with the obligations so secured and, if such Lien secures subordinated Indebtedness, the Notes are secured by a Lien on the same assets which is senior to such Lien securing such subordinated Indebtedness to the same extent as the Notes are senior to such subordinated Indebtedness, in each case, until such time as such obligations are no longer secured by a Lien.

Section 10.12 *Limitations on Transactions with Affiliates*.

The Issuer will not, and will not permit any Restricted Subsidiary to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an " *Affiliate Transaction*") involving aggregate payments or consideration in excess of $1.0 million, unless:

(a) such Affiliate Transaction is on terms that are not materially less favorable to the Issuer or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(b) the Issuer delivers to the Trustee

(1) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of $10.0 million, a resolution adopted by the majority of the disinterested members of the Board of Directors approving such Affiliate Transaction and set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this Section 10.12; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate payments or consideration in excess of

$20.0 million, an opinion as to the fairness to the Issuer or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an Independent Financial Advisor.

The foregoing provisions will not apply to the following:

(1) transactions between or among the Issuer and/or any of the Restricted Subsidiaries;

(2) Restricted Payments permitted by the provisions of this Indenture described under Section 10.09 and Permitted Investments;

(3) the payment of management, consulting, monitoring and advisory fees and related expenses to Sponsor and its Affiliates pursuant to the Management Agreement, as in effect on the Issue Date and the termination fees pursuant to the Management Agreement, or any amendment thereto so long as any such amendment is not materially adverse in the good faith judgment of the Issuer to the Holders, when taken as a whole;

(4) the payment of reasonable and customary fees paid to, and indemnities (including the advancement of legal expenses) provided on behalf of, officers, directors, employees or consultants of the Issuer, any of its direct or indirect parents or any Restricted Subsidiary;

(5) payments or loans (or cancellation of loans) to employees or consultants of the Issuer, any of its direct or indirect parents or any Restricted Subsidiary which are made in the ordinary course of business and approved by a majority of the Board of Directors of the Issuer in good faith;

(6) any agreement (other than the Management Agreement) as in effect as of the Issue Date, or any amendment thereto (so long as any such amendment, taken as a whole, is not materially less favorable to the Issuer and its Restricted Subsidiaries than the agreement in effect on

the date of this Indenture (as determined by the Board of Directors of the Issuer in good faith));

(7) the existence of, or the performance by the Issuer or any of its Restricted Subsidiaries of its obligations under the terms of, any stockholders agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date and any similar agreements which it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Issuer or any Restricted Subsidiary of obligations under any future amendment to any such existing agreement or under any similar agreement entered into after the Issue Date shall only be permitted by this clause (7) to the extent that the terms of any such amendment or new agreement, taken as a whole, is not materially less favorable to the Issuer and its Restricted Subsidiaries than the agreement in effect on the date of this Indenture (as determined by the Board of Directors of the Issuer in good faith);

(8) transactions with customers, clients, suppliers, purchasers or sellers of goods or services that are Affiliates, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture which are fair to the Issuer and the Restricted Subsidiaries, in the reasonable determination of the Board of Directors of the Issuer or the senior management thereof, or are on terms at least as favorable as would reasonably have been obtained at such time from an unaffiliated party (as determined by the Board of Directors of the Issuer in good faith);

(9) the issuance of Equity Interests (other than Disqualified Stock) of the Issuer to any Affiliate of the Issuer;

(10) transactions or payments pursuant to any employee, officer or director compensation or benefit plans, employment agreements, severance agreement, indemnification agreements or any similar arrangements entered into in the ordinary course of business or approved in good faith by the Board of Directors of the Issuer;

(11) transactions in the ordinary course of business with (i) Unrestricted Subsidiaries or (ii) joint ventures in which the Issuer or a Subsidiary of the Issuer holds or acquires an ownership interest (whether by way of Capital Stock or otherwise) so long as the terms of any such transactions are no less favorable to the Issuer or Subsidiary participating in such joint ventures than they are to other joint venture partners;

(12) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (a) of the preceding paragraph of this Section 10.09;

(13) investments by the Sponsor or any of its Related Parties in securities of the Issuer or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such investors in connection therewith) so long as the investment is being offered generally to other investors on the same or more favorable terms;

(14) any tax sharing agreement or arrangement and payments pursuant thereto among the Issuer, its direct or indirect parents and its Subsidiaries and any other Person with which the Issuer or its Subsidiaries is required or permitted to file a consolidated, combined or unitary tax return or with which the Issuer or any of its Restricted Subsidiaries is or could be part of a consolidated, combined or unitary group for tax purposes; *provided* that in each case the amount of such payments in any fiscal year does not exceed the amount that the Issuer, its Restricted Subsidiaries and its Unrestricted Subsidiaries (to the extent of amounts received from Unrestricted Subsidiaries) would be required to pay in respect of foreign, federal, state and local taxes for such fiscal year were the Issuer and its Restricted Subsidiaries (to the extent described above) to pay such taxes separately from any such parent entity;

(15) licenses of, or other grants of rights to use, intellectual property granted by the Issuer or any Restricted Subsidiary in the ordinary course of business; and

(16) transactions with a Person (other than an Unrestricted Subsidiary of the Issuer) that is an Affiliate of the Issuer solely because the Issuer owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person.

Section 10.13 *Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries* .

The Issuer will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any such Restricted Subsidiary to:

(a) (1) pay dividends or make any other distributions to the Issuer or any Restricted Subsidiary on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, or

(2) pay any Indebtedness owed to the Issuer or any Restricted Subsidiary;

(b) make loans or advances to the Issuer or any Restricted Subsidiary; or

(c) sell, lease or transfer any of its properties or assets to the Issuer or any Restricted Subsidiary,

except (in each case) for such encumbrances or restrictions existing under or by reason of:

(1) contractual encumbrances or restrictions in effect on the Issue Date, including, without limitation, pursuant to the Credit Agreement and its related documentation;

(2) this Indenture and the Notes;

(3) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature discussed in clause (c) above on the property so acquired;

(4) applicable law or any applicable rule, regulation or order;

(5) any agreement or other instrument of a Person acquired by the Issuer or any Restricted Subsidiary in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired;

(6) contracts for the sale of assets, including, without limitation, customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Subsidiary that impose restrictions on the assets to be sold;

(7) secured Indebtedness otherwise permitted to be incurred pursuant to Section 10.10 and Section 10.11 that limit the right of the debtor to dispose of the assets securing such Indebtedness;

(8) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(9) customary provisions in joint venture agreements and other similar agreements relating solely to such joint venture;

(10) customary provisions contained in leases, licenses or similar agreements, including with respect to intellectual property and other agreements, entered into in the ordinary course of business;

(11) any such encumbrance or restriction pursuant to an agreement governing Indebtedness incurred pursuant to clause (1) of the second paragraph of Section 10.10 which

encumbrances or restrictions are, in the good faith judgment of the Issuer's Board of Directors, no more restrictive, taken as a whole, than any such encumbrances or restrictions pursuant to the Credit Agreement on the Issue Date;

(12) other Indebtedness, Disqualified Stock or preferred stock of Foreign Subsidiaries permitted to be incurred subsequent to the Issue Date pursuant to the provisions of Section 10.10 that impose restrictions solely on the Foreign Subsidiaries party thereto; and

(13) any encumbrances or restrictions of the type referred to in clauses (a), (b) and (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (12) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer's Board of Directors, no more restrictive, taken as a whole, with respect to such encumbrance and other restrictions than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 10.14 *Limitation on Guarantees of Indebtedness by Restricted Subsidiaries* .

If the Issuer or any of its Restricted Subsidiaries acquires or creates another Wholly-Owned Subsidiary that is a Domestic Subsidiary after the date of this Indenture, then that newly acquired or created Wholly-Owned Subsidiary that is a Domestic Subsidiary will become a Guarantor and execute a supplemental indenture in accordance with this Indenture within 30 days of the date on which it was acquired or created.

The Issuer will not permit any of its Restricted Subsidiaries, directly or indirectly, to Guarantee or pledge any assets to secure the payment of any other Indebtedness of the Issuer or any other Guarantor, unless such Restricted Subsidiary within 30 days executes and delivers a supplemental indenture to this Indenture providing for the Guarantee of the payment of the Notes by such Restricted Subsidiary; *provided*, that if the Indebtedness being guaranteed is subordinated or *pari passu* with the Notes, then the Guarantee of such Indebtedness must be subordinated or *pari passu*, as applicable to the same extent as the Indebtedness guaranteed.

Section 10.15 *Change of Control*.

If a Change of Control occurs, the Issuer will make an offer to purchase all of the Notes pursuant to the offer described below (the " *Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date. Within 30 days following any Change of Control, the Issuer will send notice of such Change of Control Offer by first class mail, with a copy to the Trustee, to each Holder of Notes to the address of such Holder appearing in the Note Register or otherwise in accordance with the procedures of DTC, with the following information:

(1) that a Change of Control Offer is being made pursuant to this Section 10.15 and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment;

(2) the purchase price and the purchase date, which will be no earlier than 30 days nor later than 60 days from the date such notice is mailed (the "*Change of Control Payment Date*");

(3) any Note not properly tendered will remain outstanding and continue to accrue interest, if any;

(4) unless the Issuer defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on, but not including, the Change of Control Payment Date;

(5) Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent specified in the notice at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) Holders will be entitled to withdraw their tendered Notes and their election to require the Issuer to purchase such Notes; *provided* that the Paying Agent receives, not later than the close of business on the last day of the Change of Control Offer period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder of the Notes, the principal amount of Notes tendered for purchase, and a statement that such Holder is withdrawing his tendered Notes and his election to have such Notes purchased;

(7) if such notice is mailed prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(8) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $2,000 in principal amount or an integral multiple of $1,000 in excess thereof.

While the Notes are in global form and the Issuer makes an offer to purchase all of the Notes pursuant to the Change of Control Offer, a Holder may exercise its option to elect for the purchase of the Notes through the facilities of Depositary, Euroclear and Clearstream, subject to its rules and regulations.

The Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (2) notice of redemption has been given pursuant to this Indenture as described under Section 11.01 unless and until there is a default in payment of the applicable Redemption Price. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

On the Change of Control Payment Date, the Issuer will, to the extent permitted by law,

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating that such Notes or portions thereof have been tendered to and purchased by the Issuer.

The Paying Agent will promptly deliver to each Holder the Change of Control Payment for each such Holder's Notes, and the Trustee will promptly authenticate and deliver to each Holder a new Note equal in principal amount to any unpurchased portion of Notes surrendered by each such Holder, if any; *provided* that each such new Note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Section 10.16 *Asset Sales*.

The Issuer will not, and will not permit any Restricted Subsidiary to, cause, make or suffer to exist an Asset Sale, unless:

(1) the Issuer or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed of; and

(2) except in the case of a Permitted Asset Swap, at least 75% of the consideration therefor received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents.

Within 365 days after the Issuer's or a Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Issuer or such Restricted Subsidiary, at its option, may apply the Net Proceeds from such Asset Sale:

(1) to repay any Indebtedness of the Issuer or a Guarantor that is secured by a Lien, which Lien is permitted under this Indenture;

(2) to repay any Indebtedness of a Restricted Subsidiary that is not a Guarantor, other than Indebtedness owed to the Issuer or another Restricted Subsidiary;

(3) to make (a) an investment in any one or more businesses; *provided* that such investment in any business is in the form of the acquisition of Capital Stock and results in the Issuer or a Restricted Subsidiary, as the case may be, owning an amount of the Capital Stock of such business such that it constitutes a Restricted Subsidiary, (b) capital expenditures or (c) acquisitions of other assets that are not classified as current assets under GAAP (including assets that replace the businesses, properties and assets that are the subject of such Asset Sale), and in the case of each of clauses (a), (b) and (c), that are used or useful in a Similar Business; or

(4) to make one or more offers to the Holders (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase Notes (and such Other Pari Passu Obligations) pursuant to and subject to the conditions contained in the following paragraph (each, an "*Asset Sale Offer*") of this Section 10.16.

Any Net Proceeds from the Asset Sales that are not invested or applied as provided and within the time period set forth in the immediately preceding paragraph of this Section 10.16 will be deemed to constitute "*Excess Proceeds*." In the case of clause (3) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment; *provided* that the Issuer, or such other Restricted Subsidiary, enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such binding commitment (an "*Acceptable Commitment*"); *provided, further,* that in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, then such Net Proceeds will be deemed to be Excess Proceeds. When the aggregate amount of Excess Proceeds exceeds $15.0 million, the Issuer shall make one or more Asset Sale Offers to the Holders (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase Notes (and such Other Pari Passu Obligations), pursuant to and subject to the conditions and procedures contained in this Indenture, in a minimum denomination of $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture. The Issuer will commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the date that Excess Proceeds exceeds $15.0 million by mailing the notice required pursuant to the terms of this Indenture, with a copy to the Trustee. To the extent that the aggregate amount of Notes and such Other Pari Passu Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in this Indenture. If the aggregate principal amount of Notes or the Other Pari Passu Obligations surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Notes and such Other Pari Passu Obligations will be purchased on a pro rata basis (with such adjustments as needed so that no Notes in unauthorized denominations are purchased in part) based on the accreted value or principal amount of the Notes or such Other Pari Passu Obligations tendered. Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

For purposes of this Section 10.16, the following are deemed to be cash or Cash Equivalents:

(1) any liabilities (as shown on the Issuer's or such Restricted Subsidiary's most recent internally available balance sheet or in the Notes thereto) of the Issuer or any Restricted Subsidiary constituting Other Pari Passu Obligations or indebtedness of a non-Guarantor that are assumed by the transferee (or a third party on behalf of such transferee) pursuant to a customary novation or other agreement that releases the Issuer and all Restricted Subsidiaries from further liability;

(2) any securities received by the Issuer, a Guarantor or such Restricted Subsidiary from such transferee that are converted by the Issuer, Guarantor or such Restricted Subsidiary into cash (to the extent of the cash received) within 180 days following the later of the closing of such Asset Sale and the receipt of such securities; and

(3) any Designated Noncash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause (3) that is at that time outstanding, not to exceed the greater of (x) $10.0 million and (y) 2.5% of Total Assets at the

time of the receipt of such Designated Noncash Consideration, with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value.

Pending the final application of any Net Proceeds pursuant to this Section 10.16, the holder of such Net Proceeds may apply such Net Proceeds temporarily to reduce Indebtedness outstanding under a revolving credit facility or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture.

The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

Section 10.17 *Waiver of Certain Covenants*.

The Issuer and the Restricted Subsidiaries may omit in any particular instance to comply with any term, provision or condition set forth in or Sections 10.05 through 10.07, inclusive, if before or after the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Notes, by Act of such Holders, waive such compliance in such instance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

Section 10.18 *Business Activities*.

The Issuer will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Similar Businesses, except to such extent as would not be material to the Issuer and its Restricted Subsidiaries taken as a whole.

ARTICLE 11
REDEMPTION OF NOTES

Section 11.01 *Right of Redemption*.

(a) Except as set forth below, the Notes are not redeemable at the Issuer's option until May 15, 2014. From and after May 15, 2014, the Issuer may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice by first-class mail, postage prepaid, with a copy to the Trustee, to each Holder of Notes to the address of such Holder appearing in the Note Register at the Redemption Prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the applicable Redemption Date, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period beginning on May 15 of each of the years indicated below:

Year	Percentage
2014	104.875%
2015	102.438%
2016 and thereafter	100.000%

(b) In addition to the optional redemption of the Notes in accordance with the provisions of subclause (a) above, at any time prior to May 15, 2013, the Issuer may, at its option, redeem up to 35% of the aggregate principal amount of Notes issued under this Indenture at a Redemption Price equal to 109.750% of the aggregate principal amount thereof, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the Redemption Date, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, with the net proceeds of one or more Equity Offerings of the Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the capital of the Issuer; *provided* that at least 65% of the sum of the aggregate principal amount of Notes originally issued under this Indenture and any Additional Notes issued under this Indenture after the Issue Date (in each case excluding Notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of each such redemption; *provided*, *further*, that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

(c) At any time prior to May 15, 2014, the Issuer may also redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, with a copy to the Trustee, at a Redemption Price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest to, but not including, the Redemption Date, subject to the rights of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date.

(d) Notice of redemption upon any Equity Offering or in connection with a transaction (or series of related transactions) that constitute a Change of Control may, at the Issuer's option and discretion, be subject to one or more conditions precedent, including, but not limited to, completion of an Equity Offering or Change of Control, as the case may be.

Section 11.02 *Applicability of Article*.

Redemption of Notes at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article.

Section 11.03 *Election To Redeem; Notice to Trustee.*

The election of the Issuer to redeem any Notes pursuant to Section 11.01 above shall be evidenced by an Issuer Order. In case of any redemption at the election of the Issuer, the Issuer shall, at least 30 days prior to the Redemption Date fixed by the Issuer (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Notes to be redeemed and shall deliver to the Trustee such documentation and records as shall enable the Trustee to select the Notes to be redeemed pursuant to Section 11.04.

Section 11.04 *Selection by Trustee of Notes To Be Redeemed.*

If less than all of the Notes or such Other Pari Passu Obligations are to be redeemed at any time, selection of such Notes for redemption, will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such Notes are listed, or, if such Notes are not so listed, on a pro rata basis unless otherwise required by law or depository requirements; *provided* that no Notes of $2,000 or less shall be purchased or redeemed in part.

Notices of purchase or redemption shall be mailed by the Issuer by first class mail, postage prepaid, at least 30 but not more than 60 days before the purchase or Redemption Date to each Holder of

Notes to be purchased or redeemed at such Holder's registered address with a copy to the Trustee. If any Note is to be purchased or redeemed in part only, any notice of purchase or redemption that relates to such Note shall state the portion of the principal amount thereof that has been or is to be purchased or redeemed.

A new Note in principal amount equal to the unpurchased or unredeemed portion of any Note purchased or redeemed in part will be issued in the name of the Holder thereof upon cancellation of the original Note. On and after the purchase or Redemption Date, unless the Issuer defaults in payment of the purchase or Redemption Price, interest shall cease to accrue on Notes or portions thereof purchased or called for redemption.

Section 11.05 *Notice of Redemption*.

Notice of redemption shall be given in the manner provided for in Section 1.06 not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder whose Notes are to be redeemed. Except as set forth in Section 11.01(d), notices of redemption may not be conditional.

All notices of redemption shall state:

(1) the Redemption Date,

(2) the Redemption Price and the amount of accrued interest to the Redemption Date payable as provided in Section 11.07, if any,

(3) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of a partial redemption, the principal amounts) of the particular Notes to be redeemed,

(4) in case any Note is to be redeemed in part only, the notice which relates to such Note shall state that on and after the Redemption Date, upon surrender of such Note, the holder will receive, without charge, a new Note or Notes of authorized denominations for the principal amount thereof remaining unredeemed,

(5) that on the Redemption Date the Redemption Price (and accrued interest, if any, to the Redemption Date payable as provided in Section 11.07) will become due and payable upon each such Note, or the portion thereof, to be redeemed, and that interest thereon will cease to accrue on and after said date,

(6) the place or places where such Notes are to be surrendered for payment of the Redemption Price and accrued interest, if any,

(7) the name and address of the Paying Agent,

(8) that Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price,

(9) the CUSIP number, and that no representation is made as to the accuracy or correctness of the CUSIP number, if any, listed in such notice or printed on the Notes,

(10) the paragraph of the Notes pursuant to which the Notes are to be redeemed; and

(11) any condition to such redemption.

Notice of redemption of Notes to be redeemed at the election of the Issuer shall be given by the Issuer or, at the Issuer's request, by the Trustee in the name and at the expense of the Issuer; *provided, however*, that the Issuer has delivered to the Trustee, at least 45 days prior to the Redemption Date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph of this Section 11.05.

Section 11.06 *Deposit of Redemption Price*.

On or before 10:00 a.m. New York City time on the Redemption Date, the Issuer shall deposit with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 10.03) an amount of money sufficient to pay the Redemption Price of, and accrued interest, if any, on, all the Notes which are to be redeemed on that date. The Trustee or the Paying Agent will promptly return to the Issuer any money deposited with the Trustee or the Paying Agent by the Issuer in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest, if any, on, all Notes to be redeemed or purchased.

Section 11.07 *Notes Payable on Redemption Date*.

Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified (together with accrued interest to the Redemption Date) (except as provided in Section 11.01(e)), and from and after such date (unless the Issuer shall default in the payment of the Redemption Price and accrued interest) such Notes shall cease to bear interest. Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by the Issuer at the Redemption Price, together with accrued interest to the Redemption Date; *provided, however*, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Notes, or one or more Predecessor Notes, registered as such at the close of business on the relevant Record Dates according to their terms and the

provisions of Section 3.07.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate borne by the Notes.

Section 11.08 *Notes Redeemed in Part*.

Any Note which is to be redeemed only in part (pursuant to the provisions of this Article) shall be surrendered at the office or agency of the Issuer maintained for such purpose pursuant to Section 10.02 (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the Issuer shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

ARTICLE 12
GUARANTEES

Section 12.01 *Guarantees*.

Each Guarantor hereby jointly and severally, unconditionally and irrevocably guarantees the Notes and obligations of the Issuer hereunder and thereunder, and guarantees to each Holder of a Note

authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that: (a) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Issuer to the Holders or the Trustee hereunder or thereunder will be paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same shall be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise, subject, however, in the case of clauses (a) and (b) above, to the limitation set forth in Section 12.05 hereof.

Each Guarantor hereby agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, any release of any other Guarantor, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

Each Guarantor hereby waives (to the extent permitted by law) the benefits of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer or any other Person, protest, notice and all demands whatsoever and covenants that the Guarantee of such Guarantor shall not be discharged as to any Note except by complete performance of the obligations contained in such Note, this Indenture and such Guarantee. Each Guarantor acknowledges that the Guarantee is a guarantee of payment and not of collection. Each of the Guarantors hereby agrees that, in the event of a default in payment of principal (or premium, if any) or interest on such Note, whether at its Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, the Holder of such Note, subject to the terms and conditions set forth in this Indenture, directly against each of the Guarantors to enforce such Guarantor's Guarantee without first proceeding against the Issuer or any other Guarantor. Each Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the Maturity of the Notes, to collect interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, such Guarantor shall pay to the Trustee for the account of the Holder, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

If any Holder or the Trustee is required by any court or otherwise to return to the Issuer or any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or any Guarantor, any amount paid by any of them to the Trustee or such Holder, the Guarantee of each of the Guarantors, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Guarantor further agrees that, as between each Guarantor, on the one hand, and the Holders and the Trustee on the other hand, (x) subject to this Article 12, the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 hereof for the purposes of the Guarantee of such Guarantor notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any acceleration of such obligation as provided in Article 5 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by each Guarantor for the purpose of the Guarantee of such Guarantor.

Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation, reorganization, should the Issuer become

insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a " *voidable preference*," "*fraudulent transfer*" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 12.02 *Severability*.

In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.03 *Restricted Subsidiaries*.

(a) The Issuer shall cause any Restricted Subsidiary required to guarantee payment of the Notes pursuant to the terms and provisions of Section 10.14 to execute and deliver to the Trustee a supplemental indenture in the form of Exhibit E hereto in accordance with the provisions of Article 9 of this Indenture pursuant to which such Restricted Subsidiary shall guarantee all of the obligations on the Notes, whether for principal, premium, if any, interest (including interest accruing after the filing of, or which would have accrued but for the filing of, a petition by or against the Issuer under Bankruptcy Law, whether or not such interest is allowed as a claim after such filing in any proceeding under such law) and other amounts due in connection therewith (including any fees, expenses and indemnities), on a senior unsecured basis. Upon the execution of any such amendment or supplement, the obligations of the Guarantors and any such Restricted Subsidiary under their respective Guarantees shall become joint and several and each reference to the " *Guarantor*" in this Indenture shall, subject to Section 12.08, be deemed to refer to all Guarantors, including such Restricted Subsidiary. Such Guarantee shall be released in accordance with Section 8.03 and Section 12.09.

Section 12.04 *Ranking of Guarantee*.

The Guarantee issued by any Guarantor shall be a senior unsecured obligation of such Guarantor. The Guarantees shall be: (a) *pari passu* in right of payment with any existing and future senior unsecured Indebtedness of the Guarantor, (b) senior in right of payment to any future Subordinated Indebtedness of such Guarantor, (c) structurally subordinated to all liabilities and preferred stock of any Subsidiaries of such Guarantor that are not Guarantors; and (d) effectively subordinated to the Guarantee of such Guarantor under any existing and future secured Indebtedness, including any Indebtedness under the Credit Agreement, to the extent of the value of the collateral owned by such Guarantor securing such Indebtedness.

Section 12.05 *Limitation of Guarantors' Liability*.

Each Guarantor and by its acceptance hereof each Holder confirms that it is the intention of all such parties that the guarantee by each such Guarantor pursuant to its Guarantee not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law or the provisions of its local law relating to fraudulent transfer or conveyance. To effectuate the foregoing intention, the Trustee, the Holders and each such Guarantor hereby irrevocably agree that the obligations

of such Guarantor under its Guarantee shall be limited to the maximum amount that will not, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to this Section 12.05, result in the obligations of such Guarantor under its Guarantee constituting such fraudulent transfer or conveyance.

Section 12.06 *Contribution*.

In order to provide for just and equitable contribution among the Guarantors, the Guarantors agree, inter se, that in the event any payment or distribution is made by any Guarantor (a "*Funding Guarantor")* under a Guarantee, such Funding Guarantor shall be entitled to a contribution from all other Guarantors in a pro rata amount based on the respective net assets of each Guarantor (including the Funding Guarantor) determined in accordance with GAAP for all payments, damages and expenses incurred by that Funding Guarantor in discharging the Issuer's obligations with respect to the Notes or any other Guarantor's obligations with respect to the Guarantee of such Guarantor.

Section 12.07 *Subrogation*.

Each Guarantor shall be subrogated to all rights of Holders against the Issuer in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 12.01; *provided, however*, that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under this Indenture or the Notes shall have been paid in full.

Section 12.08 *Reinstatement*.

Each Guarantor hereby agrees (and each Person who becomes a Guarantor shall agree) that the Guarantee provided for in Section 12.01 shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligations or interest thereon is rescinded or must otherwise be restored by a Holder to the Issuer upon the bankruptcy or insolvency of the Issuer or any Guarantor.

Section 12.09 *Release of a Guarantor*.

The Guarantee of any Guarantor other than Parent will be automatically and unconditionally released upon the occurrence of any of the following:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate Section 10.16 hereof;

(2) in connection with any sale or other disposition of Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or a Restricted Subsidiary of the Issuer, if the sale or other disposition does not violate Section 10.16 hereof and the Guarantor ceases to be a Restricted Subsidiary of the Issuer as a result of the sale or other disposition;

(3) if the Issuer designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of this Indenture; or

(4) Concurrently with the discharge of the Notes under Section 4.01, the Legal Defeasance of the Notes under Section 13.02 hereof, or the Covenant Defeasance of the Notes under Section 13.03 hereof, the Guarantors shall be released from all their obligations under their Guarantees under this Article 12.

(5) if such Guarantee was created pursuant to the provisions set forth in the second paragraph of Section 10.14, upon the release or discharge of the guarantee by such Guarantor of Indebtedness that resulted in the creation of such Guarantee, except a release or discharge by or as a result of payment under such guarantee.

Any direct or indirect parent of the Issuer may Guarantee the Notes on or after the Issue Date, but no value should be assigned to such Guarantee, and such Guarantor will not be subject to the covenants of this Indenture and such Guarantee may be released at any time, including the Guarantee by Parent. Upon the Issue Date, the Notes will be unconditionally guaranteed by Parent. Parent will not be subject to the covenants in this Indenture and no value should be assigned to such Guarantee. Further, the Issuer may, upon notice to the Trustee, automatically release and discharge the Guarantee of any Guarantor (including the Guarantee of Parent) that was not obligated to become a Guarantor pursuant to the terms of this Indenture.

Section 12.10 *Benefits Acknowledged*.

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and from its guarantee and waivers pursuant to its Guarantees under this Article 12.

ARTICLE 13
DEFEASANCE AND COVENANT DEFEASANCE

Section 13.01 *Issuer's Option To Effect Legal Defeasance or Covenant Defeasance*.

The Issuer may, at its option by Board Resolution, at any time, with respect to the Notes, elect to have either Section 13.02 or Section 13.03 applied to all Outstanding Notes upon compliance with the conditions set forth below in this Article 13.

Section 13.02 *Legal Defeasance and Discharge*.

Upon the Issuer's exercise under Section 13.01 of the option applicable to this Section 13.02, each of the Issuer and the Guarantors shall be deemed to have been discharged from its respective obligations with respect to all Outstanding Notes on the date the conditions set forth in Section 13.04 are satisfied (hereinafter, "*Legal Defeasance*"). For this purpose, such Legal Defeasance means that each of the Issuer and the Guarantors shall be deemed to have paid and discharged the entire indebtedness represented by the Outstanding Notes (including the Guarantees), which shall thereafter be deemed to be " *Outstanding*" only for the purposes of Section 13.05 and the other Sections of this Indenture referred to in (A) and (B) below, and to have satisfied all its other obligations under such Notes, the Guarantees and this Indenture insofar as such Notes are concerned (and the Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (A) the rights of Holders of Outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest, and Additional Interest, if any, on such Notes when such payments are due solely out of the trust described in Section 13.04, (B) the Issuer's obligations with respect to such Notes under Sections 3.04, 3.05, 3.06, 10.02 and 10.03, (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder, and the obligations of each of the Issuer

and the Guarantors in connection therewith and (D) this Article 13. Subject to compliance with this Article 13, the Issuer may exercise its option under this Section 13.02 notwithstanding the prior exercise of its option under Section 13.03 with respect to the Notes.

Section 13.03 *Covenant Defeasance*.

Upon the Issuer's exercise under Section 13.01 of the option applicable to this Section 13.03, each of the Issuer and the Guarantors shall be released from its respective obligations under any covenant contained in Sections 8.01, 8.02 and in Sections 10.05, 10.06, 10.07, 10.08 through 10.18 with respect to the Outstanding Notes on and after the date the conditions set forth below are satisfied (hereinafter, " *Covenant Defeasance*"), and the Notes shall thereafter be deemed not to be "*Outstanding*" for the purposes of any direction, waiver, consent or declaration or Act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed " *Outstanding*" for all other purposes hereunder. For this purpose, such Covenant Defeasance means that, with respect to the Outstanding Notes and Guarantees, the Issuer or any Guarantor, as applicable, may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Sections 5.01(3), 5.01(4), 5.01(5) and 5.01(7) and, with respect to only any Significant Subsidiary and not the Issuer, Section 5.01(6), but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby.

Section 13.04 *Conditions to Legal Defeasance or Covenant Defeasance* .

The following shall be the conditions to application of either Section 13.02 or Section 13.03 to the Outstanding Notes:

(1) The Issuer shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 6.08 who shall agree to comply with the provisions of this Article 13 applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to the benefit of the Holders of such Notes; (A) cash in U.S. dollars, or (B) Government Securities, or (C) a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized investment banking firm, appraisal firm or firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or other qualifying trustee) to pay and discharge, the principal of (and premium, if any) and interest, and Additional Interest, if any, on the Outstanding Notes on the Stated Maturity (or Redemption Date, if applicable); *provided* that the Trustee shall have been irrevocably instructed to apply such cash or the proceeds of such Government Securities to said payments with respect to the Notes. Before such a deposit, the Issuer may give to the Trustee, in accordance with Section 11.03 hereof, a notice of its election to redeem all of the Outstanding Notes at a future date in accordance with Article 11 hereof, which notice shall be irrevocable. Such irrevocable redemption notice, if given, shall be given effect in applying the foregoing;

(2) in the case of Legal Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States (such counsel to be reasonably acceptable to the Trustee) confirming that, subject to customary assumptions and exclusions,

(A) the Issuer has received from, or there has been published by, the United States Internal Revenue Service a ruling, or

(B) since the issuance of the Notes, there has been a change in the applicable U.S. Federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel in the United States shall confirm that, subject to customary assumptions and exclusions, the Holders of the Outstanding Notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States (such counsel to be reasonably acceptable to the Trustee) confirming that, subject to customary assumptions and exclusions, the Holders of the Outstanding Notes will not recognize income, gain or loss for U.S. Federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default (other than that resulting from borrowing funds to be applied to make such deposit or the granting of Liens in connection therewith) shall have occurred and be continuing on the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under the Credit Agreement or any other material agreement or instrument (other than this Indenture) to which, the Issuer or any Guarantor is a party or by which the Issuer or any Guarantor is bound (other than that resulting from borrowing funds to be applied to make such deposit and the granting of Liens in connection therewith);

(6) the Issuer shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of the Issuer or any Guarantor or others; and

(7) the Issuer shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel in the United States (which Opinion of Counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

Section 13.05 *Deposited Money and Government Securities To Be Held in Trust; Other Miscellaneous Provisions*.

Subject to the provisions of the last paragraph of Section 10.03, all cash and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 13.05, the " *Trustee*") pursuant to Section 13.04 in respect of the Outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal (and premium, if any) and interest, but such

money or Government Securities need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the Government Securities deposited pursuant to Section 13.04 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the Outstanding Notes.

Anything in this Article 13 to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon Issuer Request any money or Government Securities held by it as provided in Section 13.04 which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance, as applicable, in accordance with this Article.

Section 13.06 *Reinstatement*.

If the Trustee or any Paying Agent is unable to apply any money or Government Securities in accordance with Section 13.05 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's and each Guarantor's obligations under this Indenture and the Outstanding Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 13.02 or 13.03, as the case may be, until such time as the Trustee or Paying Agent is permitted to apply all such money or Government Securities in accordance with Section 13.05; *provided, however*, that if the Issuer makes any payment of principal of (or premium, if any) or interest on any Note following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

LANTHEUS MI REAL ESTATE, LLC

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

WILMINGTON TRUST FSB
as Trustee

By: /s/ Joseph P O'Donnell
Name: Joseph P O'Donnell
Title: Vice President

Guarantors

NAME OF COMPANY	STATE OF INCORPORATION
Lantheus MI Intermediate, Inc.	Delaware
Lantheus MI Real Estate	Delaware

EXHIBIT A

LANTHEUS MEDICAL IMAGING, INC.

9.750% SENIOR NOTE DUE 2017

Certificate No. CUSIP No.
U.S.$

LANTHEUS MEDICAL IMAGING, INC., a Delaware corporation (the " *Issuer*"), for value received, promises to pay to , or its registered assigns, the principal sum of Dollars ($), on May 15, 2017 and interest thereon as hereinafter set forth.

Interest Rate:	9.750% per annum.
Interest Payment Dates:	May 15 and November 15 of each year Commencing , 20
Regular Record Dates:	May 1 and November 1 of each year

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed manually or by facsimile by its duly authorized officer as of the date first written above.

LANTHEUS MEDICAL IMAGING, INC.
a Delaware corporation

By: _____
Name:
Title:

Dated: , 20

TRUSTEE CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB, as Trustee

By: _____
Authorized Signatory

Dated: , 20

LANTHEUS MEDICAL IMAGING, INC.

9.750% SENIOR NOTE DUE 2017

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest.

The Notes shall be known and designated as the "9.750% Senior Notes due 2017" of the Issuer. The Stated Maturity of the Notes shall be May 15, 2017, and the Notes shall bear interest at the rate of 9.750% per annum from , , or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on , 20 and semi-annually thereafter on May 15 and November 15 in each year and at said Stated Maturity, until the principal thereof is paid or duly provided for and to the Person in whose name the Note (or any Predecessor Note) is registered at the close of business on May 1 and November 1 immediately preceding such Interest Payment Date (each, a " *Regular Record Date*").

Interest on this Note will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from , ; *provided* that, if there is no existing default in the payment of interest and if this Note is authenticated between a Regular Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment.

The Issuer will pay interest on the Notes (except defaulted interest) by the close of business on each May 15 and November 15 commencing , to the Persons who are Holders (as reflected in the Note Register at the close of business on May 1 and November 1 immediately preceding the Interest Payment Date), in each case, even if such Notes are cancelled after such Regular Record Date and on or before such Interest Payment Date, except as provided in Section 3.07 of the Indenture with respect to Defaulted Interest.

The principal of, premium, if any, and interest on the Notes shall be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their respective addresses set forth in the Note Register; *provided* that all payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Notes represented by one or more Global Notes registered in the name of or held by the Depositary or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose. If a payment date is a date other than a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period.

3. Paying Agent and Note Registrar.

Initially, the Trustee will act as Paying Agent and Note Registrar. The Issuer may change any Paying Agent or Note Registrar without written notice to any Holder. The Issuer or any Restricted Subsidiary may act as Paying Agent or Note Registrar.

4. Indenture; Limitations.

The Issuer issued the Notes under an Indenture dated as of May 10, 2010 (the " *Indenture*"), among the Issuer, the Guarantors and Wilmington Trust FSB, as trustee (the "*Trustee*"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture shall control.

The Notes are general senior unsecured obligations of the Issuer. The Indenture does not limit the aggregate principal amount of the Notes.

5. Optional Redemption.

(a) Except as set forth below, the Notes are not redeemable at the Issuer's option until May 15, 2014. From and after May 15, 2014, the Issuer may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice by first-class mail, postage prepaid, with a copy to the Trustee, to each Holder of Notes to the address of such Holder appearing in the Note Register at the Redemption Prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the applicable Redemption Date, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period beginning on May 15 of each of the years indicated below:

Year	Percentage
2014	104.875%
2015	102.438%
2016 and thereafter	100.000%

(b) In addition to the optional redemption of the Notes in accordance with the provisions of subclause (a) above, at any time prior to May 15, 2013, the Issuer may, at its option, redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture at a Redemption Price equal to 109.750% of the aggregate principal amount thereof, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the Redemption Date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, with the net proceeds of one or more Equity Offerings of the Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the capital of the Issuer; *provided* that at least 65% of the sum of the aggregate principal amount of Notes originally issued under the Indenture and any Additional Notes issued under the Indenture after the Issue Date (in each case excluding Notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of each such redemption; *provided*, *further*, that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

(c) At any time prior to May 15, 2014, the Issuer may also redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, with a copy to the Trustee, at a Redemption Price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to, but not including, the Redemption Date, subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

6. Mandatory Redemption.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Repurchase upon a Change in Control and Asset Sales.

(a) If a Change of Control occurs, the Issuer will make an offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date. Within 30 days following any Change of Control, the Issuer shall send notice of such Change of Control Offer by first class mail, with a copy to the Trustee, to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(b) If the Issuer or a Restricted Subsidiary of the Issuer consummates any Asset Sales and the aggregate amount of Excess Proceeds exceeds $15.0 million, the Issuer shall make one or more Asset Sale Offers to the Holders (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase Notes (and such Other Pari Passu Obligations), pursuant to and subject to the conditions and procedures contained in the Indenture, in a minimum denomination of $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. The Issuer shall commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the date that Excess Proceeds exceed $15.0 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. To the extent that the aggregate amount of Notes and such Other Pari Passu Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes or the Other Pari Passu Obligations surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Notes and such Other Pari Passu Obligations will be purchased on a pro rata basis (with such adjustments as needed so that no Notes in unauthorized denominations are purchased in part) based on the accreted value or principal amount of the Notes or such Other Pari Passu Obligations tendered. Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer from the Issuer prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" attached to the Notes.

8. Notice of Redemption.

Notice of redemption shall be given in the manner provided for in the Indenture not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder whose Notes are to be redeemed.

9. Denominations; Transfer; Exchange.

The Notes are in registered form without coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Note Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Note Registrar need not register the transfer or exchange of any Notes (i) during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 11.04 of the Indenture and ending at the close of business on the day of such selection, (ii) selected for redemption (except the unredeemed portion of any Note being redeemed in part) and (iii) between a Record Date and the next succeeding Interest Payment Date.

10. Persons Deemed Owners.

A registered Holder may be treated as the owner of a Note for all purposes.

11. Unclaimed Money.

Subject to any applicable abandoned property law, if money for the payment of principal (premium, if any) or interest on any Note remains unclaimed for two years after such principal, premium or interest becomes due and payable, the Trustee and the Paying Agent will pay the money back to the Issuer at its written request. After that, Holders entitled to the money must look to the Issuer for payment and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

12. Discharge and Defeasance Prior to Redemption or Maturity.

Subject to certain conditions, the Issuer at any time shall be entitled to terminate its obligations under the Notes and the Indenture if the Issuer or any Guarantor irrevocably deposits or causes to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal, premium, if any and accrued interest on the Stated Maturity or Redemption Date, as the case may be.

13. Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture, any related Guarantee and the Notes issued thereunder may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Outstanding Notes, and any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes issued thereunder may be waived with the consent of the Holders of a majority in principal amount of the Outstanding Notes. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder.

14. Restrictive Covenants.

The Indenture contains certain covenants, including, without limitation, covenants with respect to the following matters: (i) Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock; (ii) Limitation on Restricted Payments; (iii) Limitation on Transactions with Affiliates; (iv) Limitation on Liens; (v) Change of Control; (vi) Asset Sales; (vii) Limitation on

Guarantees of Indebtedness by Restricted Subsidiaries; (viii) Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries; and (ix) Merger, Consolidation or Sale of all or Substantially all Assets.

15. Successor Persons.

When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor Person will be released from those obligations.

16. Remedies for Events of Default.

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes may declare all the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to the Issuer or any of its Significant Subsidiaries occurs and is continuing, the Outstanding Notes will automatically become immediately due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity reasonably satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate principal amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power.

17. Guarantees.

The Issuer's obligations under the Notes are fully, unconditionally and irrevocably guaranteed, to the extent set forth in the Indenture, by each of the Guarantors.

18. Trustee Dealings with Issuer.

The Trustee, any Paying Agent, any Note Registrar or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to the TIA, may make loans to, accept deposits from, perform services for, and otherwise deal with, the Issuer and its Affiliates as if it were not the Trustee, Paying Agent, Note Registrar or such other agent.

19. Authentication.

This Note shall not be valid until the Trustee signs the certificate of authentication by manual signature on the other side of this Note.

20. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

21. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Lantheus Medical Imaging, Inc., Inc., 331 Treble Cove Road, Building 600, North Billerica, Massachusetts 01862, Attention: General Counsel.

ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

(Print or type assignee's legal name, address and zip code and social security or tax ID number)

and irrevocably appoint _____ to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

In connection with any transfer of this Note occurring prior to the date which is the earlier of (i) the date of the declaration by the Commission of the effectiveness of a registration statement under the U.S. Securities Act of 1933, as amended (the " *Securities Act*"), covering resales of this Note (which effectiveness shall not have been suspended or terminated at the date of the transfer) and (ii) 20 , the undersigned confirms that it has not utilized any general solicitation or general advertising in connection with the transfer and that this Note is being transferred:

[*Check One*]

(1) ☐ to the Issuer or a subsidiary thereof; or

(2) ☐ pursuant to and in compliance with Rule 144A under the Securities Act; or

(3) ☐ to an "institutional accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter can be obtained from the Trustee); or

(4) ☐ outside the United States to a person other than a "U.S. person" in compliance with Rule 904 of Regulation S under the Securities Act; or

(5) ☐ pursuant to the exemption from registration provided by Rule 144 under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided* that if box (3), (4) or (5) is checked, the Issuer or the Trustee may require, prior to registering any such transfer of the Notes, in its sole discretion, such legal opinions, certifications (including an investment letter in the case of box (3) or (4)) and other information as the Trustee or the Issuer has reasonably requested to confirm that such

transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

If none of the foregoing boxes is checked, the Trustee or Registrar shall not be obligated to register this Note in the name of any person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 3.11 of the Indenture shall have been satisfied.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

TO BE COMPLETED BY PURCHASER IF BOX (2) ABOVE IS CHECKED

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: _____ _____

[NOTICE: To be executed by an executive officer of the qualified institutional buyer]

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 10.15 or 10.16 of the Indenture, check the appropriate box below:

☐ Section 10.15 ☐ Section 10.16

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 10.15 or Section 10.16 of the Indenture, state the amount you elect to have purchased:

$
(multiple of $1, 000)

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Tax Identification No.:

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature Guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized signatory of Trustee or Custodian

*This schedule should be included only if the Note is issued in global form.

[Form of Regulation S Temporary Global Note]

LANTHEUS MEDICAL IMAGING, INC.
9.750% SENIOR NOTE DUE 2017

Certificate No. CUSIP No.
U.S.$

Lantheus Medical Imaging, Inc., a Delaware corporation (the "*Issuer*"), for value received, promises to pay to , or its registered assigns, the principal sum of Dollars ($), on May 15, 2017 and interest thereon as hereinafter set forth.

Interest Rate:	9.750% per annum.
Interest Payment Dates:	May 15 and November 15 of each year Commencing , 20
Regular Record Dates:	May 1 and November 1 of each year

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed manually or by facsimile by its duly authorized officer as of the date first written above.

LANTHEUS MEDICAL IMAGING, INC.,
a Delaware corporation

By: _____
Name:
Title:

Dated: , 20

TRUSTEE CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB, as Trustee

By: _____
Authorized Signatory

Dated: , 20

LANTHEUS MEDICAL IMAGING, INC.

9.750% SENIOR NOTE DUE 2017

THE RIGHTS ATTACHING TO THIS REGULATION S TEMPORARY GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN). NEITHER THE HOLDER NOR THE BENEFICIAL OWNERS OF THIS REGULATION S TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF INTEREST HEREON.

UNLESS THIS CERTIFICATE IS PRESENTED, BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF CEDE & CO. OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN SECTION 3.11 OF THE INDENTURE.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN INSTITUTIONAL ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL INVESTOR (AN "INSTITUTIONAL ACCREDITED INVESTOR")) AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN

ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS SECURITY (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE FOR THIS SECURITY), (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PURCHASERS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE.

LANTHEUS MEDICAL IMAGING, INC.

9.750% SENIOR NOTES DUE 2017

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest.

The Notes shall be known and designated as the "9.750% Senior Notes due 2017" of the Issuer. The Stated Maturity of the Notes shall be May 15, 2017, and the Notes shall bear interest at the rate of 9.750% per annum from , 20 , or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on , 20 and semi-annually thereafter on May 15 and November 15 in each year and at said Stated Maturity, until the principal thereof is paid or duly provided for and to the Person in whose name the Note (or any Predecessor Note) is registered at the close of business on May 1 and November 1 immediately preceding such Interest Payment Date (each, a " *Regular Record Date*").

Interest on this Note will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from , 20 ; *provided* that, if there is no existing default in the payment of interest and if this Note is authenticated between a Regular Record Date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such Interest Payment Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Until this Regulation S Temporary Global Note is exchanged for one or more Regulation S Permanent Global Notes, the Holder hereof shall not be entitled to receive payments of interest hereon; until so exchanged in full, this Regulation S Temporary Global Note shall in all other respects be entitled to the same benefits as other Notes under the Indenture.

2. Method of Payment.

The Issuer will pay interest on the Notes (except defaulted interest) by the close of business on each May 15 and November 15 commencing , 20 to the Persons who are Holders (as reflected in the Note Register at the close of business on May 1 and November 1 immediately preceding the Interest Payment Date), in each case, even if such Notes are cancelled after such Regular Record Date and on or before such Interest Payment Date, except as provided in Section 3.07 of the Indenture with respect to Defaulted Interest.

The principal of, premium, if any, and interest on the Notes shall be payable at the office or agency of the Issuer maintained for such purpose or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their respective addresses set forth in the Note Register; *provided* that all payments of principal, premium, if any, interest and Additional Interest, if any, with respect to Notes represented by one or more Global Notes registered in the name of or held by the Depositary or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof. Until otherwise designated by the Issuer, the Issuer's office or agency will be the office of the Trustee maintained for such purpose. If a payment date is a date other than a Business Day at a place of payment, payment may be made at that place on the next succeeding day that is a Business Day and no interest shall accrue for the intervening period.

3. Paying Agent and Note Registrar.

Initially, the Trustee will act as Paying Agent and Note Registrar. The Issuer may change any Paying Agent or Note Registrar without written notice to any Holder. The Issuer or any Restricted Subsidiary may act as Paying Agent or Note Registrar.

4. Indenture; Limitations.

The Issuer issued the Notes under an Indenture dated as of May 10, 2010 (the " *Indenture*"), among the Issuer, the Guarantors and Wilmington Trust FSB, as trustee (the "*Trustee*"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms. To the extent permitted by applicable law, in the event of any inconsistency between the terms of this Note and the terms of the Indenture, the terms of the Indenture shall control.

The Notes are general senior unsecured obligations of the Issuer. The Indenture does not limit the aggregate principal amount of the Notes.

5. Optional Redemption.

(a) Except as set forth below, the Notes are not redeemable at the Issuer's option until May 15, 2014. From and after May 15, 2014, the Issuer may redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' prior notice by first-class mail, postage prepaid, with a copy to the Trustee, to each Holder of Notes to the address of such Holder appearing in the Note Register at the Redemption Prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the applicable Redemption Date, subject to the right of Holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date, if redeemed during the twelve-month period beginning on May 15 of each of the years indicated below:

Year	Percentage
2014	104.875%
2015	102.438%
2016 and thereafter	100.000%

(b) In addition to the optional redemption of the Notes in accordance with the provisions of subclause (a) above, at any time prior to May 15, 2013, the Issuer may, at its option, redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture at a Redemption Price equal to 109.750% of the aggregate principal amount thereof, plus accrued and unpaid interest and Additional Interest thereon, if any, to, but not including, the Redemption Date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date, with the net proceeds of one or more Equity Offerings of the Issuer or any direct or indirect parent of the Issuer to the extent such net proceeds are contributed to the capital of the Issuer; *provided* that at least 65% of the sum of the aggregate principal amount of Notes originally issued under the Indenture and any Additional Notes issued under the Indenture after the Issue Date (in each case excluding Notes held by the Issuer and its Subsidiaries) remains outstanding immediately after the occurrence of each such redemption; *provided*, *further*, that each such redemption occurs within 90 days of the date of closing of each such Equity Offering.

(c) At any time prior to May 15, 2014, the Issuer may also redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, with a copy to the Trustee, at a Redemption Price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to, but not including, the Redemption Date, subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date.

6. Mandatory Redemption.

The Issuer is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. Repurchase upon a Change in Control and Asset Sales .

(a) If a Change of Control occurs, the Issuer will make an offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash (the "*Change of Control Payment*") equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date of purchase, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date. Within 30 days following any Change of Control, the Issuer shall send notice of such Change of Control Offer by first class mail, with a copy to the Trustee, to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(b) If the Issuer or a Restricted Subsidiary of the Issuer consummates any Asset Sales and the aggregate amount of Excess Proceeds exceeds $15.0 million, the Issuer shall make one or more Asset Sale Offers to the Holders (and, at the option of the Issuer, the holders of Other Pari Passu Obligations) to purchase Notes (and such Other Pari Passu Obligations), pursuant to and subject to the conditions and procedures contained in the Indenture, in a minimum denomination of $2,000 or an integral multiple of $1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Interest, if any, to, but not including, the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. The Issuer shall commence an Asset Sale Offer with respect to Excess Proceeds within 30 days after the date that Excess Proceeds exceed $15.0 million by mailing the notice required pursuant to the terms of the Indenture, with a copy to the Trustee. To the extent that the aggregate amount of Notes and such Other Pari Passu Obligations tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for general corporate purposes, subject to other covenants contained in the Indenture. If the aggregate principal amount of Notes or the Other Pari Passu Obligations surrendered by such holders thereof exceeds the amount of Excess Proceeds, the Notes and such Other Pari Passu Obligations will be purchased on a pro rata basis (with such adjustments as needed so that no Notes in unauthorized denominations are purchased in part) based on the accreted value or principal amount of the Notes or such Other Pari Passu Obligations tendered. Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer from the Issuer prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" attached to the Notes.

8. Notice of Redemption.

Notice of redemption shall be given in the manner provided for in the Indenture not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder whose Notes are to be redeemed.

9. Denominations; Transfer; Exchange.

The Notes are in registered form without coupons in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder may register the transfer or exchange of Notes in accordance with the Indenture. The Note Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Note Registrar need not register the transfer or exchange of any Notes (i) during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 11.04 of the Indenture and ending at the close of business on the day of such selection, (ii) selected for redemption (except the unredeemed portion of any Note being redeemed in part) and (iii) between a Record Date and the next succeeding Interest Payment Date.

This Regulation S Temporary Global Note is exchangeable in whole or in part for one or more Global Notes only after the termination of the 40-day distribution compliance period (as defined in Regulation S). Upon exchange of this Regulation S Temporary Global Note for one or more Global Notes, the Trustee shall cancel this Regulation S Temporary Global Note.

10. Persons Deemed Owners.

A registered Holder may be treated as the owner of a Note for all purposes.

11. Unclaimed Money.

Subject to any applicable abandoned property law, if money for the payment of principal (premium, if any) or interest on any Note remains unclaimed for two years after such principal, premium or interest becomes due and payable, the Trustee and the Paying Agent will pay the money back to the Issuer at its written request. After that, Holders entitled to the money must look to the Issuer for payment and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

12. Discharge and Defeasance Prior to Redemption or Maturity.

Subject to certain conditions, the Issuer at any time shall be entitled to terminate its obligations under the Notes and the Indenture if the Issuer or any Guarantor irrevocably deposits or causes to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as will be sufficient without consideration of any reinvestment of interest to pay and discharge the entire indebtedness on such Notes not theretofore delivered to the Trustee for cancellation, for principal, premium, if any and accrued interest on the Stated Maturity or Redemption Date, as the case may be.

13. Amendment; Supplement; Waiver.

Subject to certain exceptions, the Indenture, any related Guarantee and the Notes issued thereunder may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Outstanding Notes, and any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes issued thereunder may be waived with the consent of the Holders of a majority in principal amount of the Outstanding Notes. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder.

14. Restrictive Covenants.

The Indenture contains certain covenants, including, without limitation, covenants with respect to the following matters: (i) Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock; (ii) Limitation on Restricted Payments; (iii) Limitation on Transactions with Affiliates; (iv) Limitation on Liens; (v) Change of Control; (vi) Asset Sales; (vii) Limitation on Guarantees of Indebtedness by Restricted Subsidiaries; (viii) Limitations on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries; and (ix) Merger, Consolidation or Sale of all or Substantially all Assets.

15. Successor Persons.

When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, the predecessor Person will be released from those obligations.

16. Remedies for Events of Default.

If an Event of Default, as defined in the Indenture, occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Outstanding Notes may declare all the Notes to be immediately due and payable. If a bankruptcy or insolvency default with respect to the Issuer or any of its Significant Subsidiaries occurs and is continuing, the Outstanding Notes will automatically become immediately due and payable. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require indemnity reasonably satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations, Holders of at least a majority in aggregate principal amount of the Outstanding Notes may direct the Trustee in its exercise of any trust or power.

17. Guarantees.

The Issuer's obligations under the Notes are fully, unconditionally and irrevocably guaranteed, to the extent set forth in the Indenture, by each of the Guarantors.

18. Trustee Dealings with Issuer.

The Trustee, any Paying Agent, any Note Registrar or any other agent of the Issuer or of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to the TIA, may make loans to, accept deposits from, perform services for, and otherwise deal with, the Issuer and its Affiliates as if it were not the Trustee, Paying Agent, Note Registrar or such other agent.

19. Authentication.

This Note shall not be valid until the Trustee signs the certificate of authentication by manual signature on the other side of this Note.

20. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

21. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Lantheus Medical Imaging, Inc., 331 Treble Cove Road, Building 600, North Billerica, Massachusetts 01862, Attention: General Counsel.

ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

(Print or type assignee's legal name, address and zip code and social security or tax ID number)

and irrevocably appoint to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

In connection with any transfer of this Note occurring prior to the date which is the earlier of (i) the date of the declaration by the Commission of the effectiveness of a registration statement under the U.S. Securities Act of 1933, as amended (the " *Securities Act*"), covering resales of this Note (which effectiveness shall not have been suspended or terminated at the date of the transfer) and (ii) 20 , the undersigned confirms that it has not utilized any general solicitation or general advertising in connection with the transfer and that this Note is being transferred:

[*Check One*]

(1) ☐ to the Issuer or a subsidiary thereof; or

(2) ☐ pursuant to and in compliance with Rule 144A under the Securities Act; or

(3) ☐ to an "institutional accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished to the Trustee a signed letter containing certain representations and agreements (the form of which letter can be obtained from the Trustee); or

(4) ☐ outside the United States to a person other than a "U.S. person" in compliance with Rule 904 of Regulation S under the Securities Act; or

(5) ☐ pursuant to the exemption from registration provided by Rule 144 under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; *provided* that if box (3), (4) or (5) is checked, the Issuer or the Trustee may require, prior to registering any such transfer of the Notes, in its sole discretion, such legal opinions, certifications (including an investment letter in the case of box (3) or (4)) and other information as the Trustee or the Issuer has reasonably requested to confirm that such

transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

If none of the foregoing boxes is checked, the Trustee or Registrar shall not be obligated to register this Note in the name of any person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Section 3.11 of the Indenture shall have been satisfied.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

TO BE COMPLETED BY PURCHASER IF BOX (2) ABOVE IS CHECKED

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: _____

_____

[NOTICE: To be executed by an executive officer of the qualified institutional buyer]

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 10.15 or 10.16 of the Indenture, check the appropriate box below:

☐ Section 10.15 ☐ Section 10.16

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 10.15 or Section 10.16 of the Indenture, state the amount you elect to have purchased:

$
(multiple of $1, 000)

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Tax Identification No.:

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature Guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized signatory of Trustee or Custodian

*This schedule should be included only if the Note is issued in global form.

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFER

Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Building 600
North Billerica, Massachusetts 01862

Wilmington Trust FSB
Corporate Capital Markets
246 Goose Lane, Suite 105
Guilford, CT 06437

Re: 9.750% Senior Notes due 2017

Reference is hereby made to the Indenture, dated as of May 10, 2010 (the " *Indenture*"), among Lantheus Medical Imaging, Inc., a Delaware corporation (the "*Issuer*"), the Guarantors party thereto and Wilmington Trust FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "*Transferor*") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $ of such Note[s] or interests (the " *Transfer*"), to (the "*Transferee*"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. ☐ **Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Restricted Definitive Note pursuant to Rule 144A**. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "*Securities Act*"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

2. ☐ Check if Transferee will take delivery of a beneficial interest in the Regulation S Temporary Global Note, the Regulation S Permanent Global Note or a Restricted Definitive Note pursuant to Regulation S. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and

neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Permanent Global Note, the Regulation S Temporary Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

3. ☐ **Check and complete if Transferee will take delivery of a beneficial interest in the IAI Global Note or a Restricted Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S**. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) ☐ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) ☐ such Transfer is being effected to the Issuer or a subsidiary thereof;

or

(c) ☐ such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) ☐ such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Definitive Notes and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit D to the Indenture and (2) if such Transfer is in respect of a principal amount of Notes at the time of transfer of less than $250,000, an Opinion of Counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the IAI Global Note and/or the Restricted Definitive Notes and in the Indenture and the Securities Act.

4. ☐ **Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note**.

(a) **Check if Transfer is pursuant to Rule 144**. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) **Check if Transfer is Pursuant to Regulation S**. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) **Check if Transfer is Pursuant to Other Exemption**. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

_____
[Insert name of Transferor]

Dated: _____

Signed: _____
(Sign exactly as your name appears on the other side of this Note)

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP), or

(ii) ☐ Regulation S Global Note (CUSIP), or

(iii) ☐ IAI Global Note (CUSIP)or

(iv) ☐ Unrestricted Global Note (CUSIP); or

(b) ☐ a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP), or

(ii) ☐ Regulation S Global Note (CUSIP), or

(iii) ☐ IAI Global Note (CUSIP); or

(b) ☐ a Restricted Definitive Note;

(c) ☐ an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Building 600
North Billerica, Massachusetts 01862

Wilmington Trust FSB
Corporate Capital Markets
246 Goose Lane, Suite 105
Guilford, CT 06437

Re: 9.750% Senior Notes due 2017

(CUSIP)

Reference is hereby made to the Indenture, dated as of May 10, 2010 (the " *Indenture*"), among Lantheus Medical Imaging, Inc. a Delaware corporation (the "*Issuer*"), the Guarantors party thereto and Wilmington Trust FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

(the "*Owner*") owns and proposes to exchange the Notes or interest in such Notes specified herein, in the principal amount of $ in such Notes or interests (the "*Exchange*"). In connection with the Exchange, the Owner hereby certifies that:

1. Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the Securities Act of 1933, as amended (the "*Securities Act*"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note** . In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the

Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note** . In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) ☐ **Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note** . In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. **Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note** . In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] ☐ 144A Global Note, ☐ Regulation S Global Note, ☐ IAI Global Note with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States, Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuer.

[Insert name of Transferor]

Dated: _____ Signed: _____

Name:
Title:

EXHIBIT D

FORM OF CERTIFICATE FROM
ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR

Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Building 600
North Billerica, Massachusetts 01862

Wilmington Trust FSB
Corporate Capital Markets
246 Goose Lane, Suite 105
Guilford, CT 06437

Re: 9.750% Senior Notes due 2017

Reference is hereby made to the Indenture, dated as of May 10, 2010 (the " *Indenture*"), among Lantheus Medical Imaging, Inc., a Delaware corporation (the "*Issuer*"), the Guarantors party thereto and Wilmington Trust FSB, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of $ in aggregate principal amount of:

(a) ☐ a beneficial interest in a Global Note, or

(b) ☐ a Definitive Note,

we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act of 1933, as amended (the " *Securities Act*").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we will do so only (A) to the Issuer or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an "institutional accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker- dealer) to you and to the Issuer a signed letter substantially in the form of this letter and if such Transfer is in respect of a principal amount of Notes at the time of transfer of less than $250,000, an Opinion of Counsel in form reasonably acceptable to the Issuer to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the provisions of Rule 144 under the Securities Act or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any Person purchasing the Definitive Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Issuer such certifications, legal opinions and other information as you and the Issuer may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an "institutional accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an "institutional accredited investor") as to each of which we exercise sole investment discretion.

You and the Issuer are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

_____
[Insert name of Transferor]

Dated: _____

Signed: _____
Name:
Title:

EXHIBIT E

FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of , 20 , among (the " *Guaranteeing Subsidiary*"), a subsidiary of Lantheus Medical Imaging, Inc., a Delaware corporation (or its permitted successor) (the " *Issuer*"), the Issuer, the other Guarantors (as defined in the Indenture referred to herein) and Wilmington Trust FSB, as trustee under the Indenture referred to below (the " *Trustee*").

W I T N E S S E T H

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture (the " *Indenture*"), dated as of May 10, 2010, providing for the issuance of 9.750% Senior Notes due 2017 (the " *Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuer's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the " *Guarantee*"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

(a) The Guaranteeing Subsidiary hereby agrees to become a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture. The Guaranteeing Subsidiary agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture.

(b) The Guaranteeing subsidiary agrees, on a joint and several basis with all the existing Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Obligations pursuant to and subject to the other conditions set forth in Article 12 of the Indenture of a senior basis.

3. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Issuer or any Guaranteeing Subsidiary under the Notes, any Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and

releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the Commission that such a waiver is against public policy.

4. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuer.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: , 20

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

LANTHEUS MEDICAL IMAGING, INC.

By: _____
Name:
Title:

LANTHEUS MI INTERMEDIATE, INC.

By: _____
Name:
Title:

LANTHEUS MI REAL ESTATE, LLC

By: _____
Name:
Title:

WILMINGTON TRUST FSB, as Trustee

By: _____
Authorized Signatory

EXHIBIT F

INCUMBENCY CERTIFICATE

The undersigned, , being the of (the " *Company*"), does hereby certify that the individuals listed below are qualified and acting officers of the Company as set forth in the right column opposite their respective names and the signatures appearing in the extreme right column opposite the name of each such officer is a true specimen of the genuine signature of such officer and such individuals have the authority to execute documents to be delivered to, or upon the request of, WILMINGTON TRUST FSB, as Trustee under the Indenture dated as of May 10, 2010, by and between the Lantheus Medical Imaging, Inc. and WILMINGTON TRUST FSB.

Name	**Title**	**Signature**

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate as of the day of , 20 .

By: _____
Name:
Title:

Exhibit 4.2

EXECUTION VERSION

$250,000,000

LANTHEUS MEDICAL IMAGING, INC.

$250,000,000 9.750% of Senior Notes due 2017

REGISTRATION RIGHTS AGREEMENT

May 10, 2010

JEFFERIES & COMPANY, INC.
As Representative of the
Initial Purchasers listed in
Schedule I hereto
c/o Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

Lantheus Medical Imaging, Inc., a Delaware corporation (the "Company"), is issuing and selling to the several initial purchasers listed in Schedule I hereto (the "Initial Purchasers"), upon the terms set forth in the Purchase Agreement dated May 4, 2010, by and among Lantheus Medical Imaging, Inc., the Initial Purchasers and the Guarantors named therein (the "Purchase Agreement"), $250,000,000 in aggregate principal amount of 9.750% Senior Notes due 2017 issued by the Company (the "Notes") pursuant to the Indenture (as described below). As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Company and the Guarantors listed in the signature pages hereto agree with the Initial Purchasers, for the benefit of the Holders (as defined below) of the Notes (including, without limitation, the Initial Purchasers), as follows:

1. **Definitions**

Capitalized terms that are used herein without definition and are defined in the Purchase Agreement shall have the respective meanings ascribed to them in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

Additional Interest: See Section 4(a).

Advice: See Section 6(w).

Agreement: This Registration Rights Agreement, dated as of the Closing Date, between the Company and the Initial Purchasers.

Applicable Period: See Section 2(e).

Business Day: A day that is not a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized or required by law or executive order to be closed.

Closing Date: May 10, 2010.

Commission: The Securities and Exchange Commission.

Company: See the introductory paragraph to this Agreement.

Effectiveness Period: See Section 3(a).

Effectiveness Target Date: The 365th day after the Closing Date.

Entitled Securities: Notes and Private Exchange Notes; *provided, however,* that a Note or Private Exchange Note, as applicable, shall cease to be an Entitled Security upon the earliest to occur of the following: (i) in the circumstances contemplated by Section 2(a), the Note has been exchanged by a Person other than a broker-dealer for an Exchange Note in an Exchange Offer as contemplated in Section 2(a); (ii) following an exchange by a broker-dealer of the Note for an Exchange Note in an Exchange Offer, such Exchange Note has been sold to a purchaser who receives from such broker-dealer on or prior to the date of such sale a copy of the Prospectus contained in the Exchange Offer Registration Statement; (iii) in the circumstances contemplated by Section 3, a Shelf Registration Statement registering such Note or Private Exchange Note, as applicable, under the Securities Act has been effectively registered and such Note or Private Exchange Note, as applicable, has been disposed of by the holder thereof pursuant to and in accordance with such effective Shelf Registration Statement; or (iv) such Note or Private Exchange Note, as applicable, is actually sold by the holder thereof pursuant to Rule 144 under circumstances in which any legend borne by such Note or Private Exchange Note, as applicable, relating to restrictions on transferability thereof under the Securities Act or otherwise, is removed by the Company or pursuant to the Indenture (*provided*, that such Note or Private Exchange Note, as applicable, will not cease to be an Entitled Security for purposes of the Exchange Offer by virtue of this clause (iv)).

Event Date: See Section 4(b).

Exchange Act: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

Exchange Consummation Target Date: The 30th Business Day after the date on which the Exchange Offer Registration Statement is declared effective by the Commission.

Exchange Notes: 9.750% Senior Notes due 2017 of the Company, identical in all material respects to the Notes, including the guarantees endorsed thereon, except for references to series and restrictive legends.

Exchange Offer: See Section 2(a).

Exchange Offer Registration Statement: See Section 2(a).

FINRA: Financial Industry Regulatory Authority.

Guarantor: Parent and each wholly-owned domestic subsidiary of the Company that guarantees the obligations of the Company under the Indenture.

Holder: Any beneficial holder of Entitled Securities.

Indemnified Party: See Section 8(c).

Indemnifying Party: See Section 8(c).

Indenture: The Indenture, dated as of the Closing Date, among the Company, the Guarantors and Wilmington Trust FSB as trustee, pursuant to which the Notes are being issued, as amended or supplemented from time to time in accordance with the terms hereof.

Initial Purchasers: See the introductory paragraph to this Agreement.

Initial Shelf Registration Statement: See Section 3(a).

Inspectors: See Section 6(o).

Losses: See Section 8(a).

Notes: See the introductory paragraph to this Agreement.

Parent: Lantheus MI Intermediate, Inc., a Delaware corporation.

Participating Broker-Dealer: See Section 2(e).

Person: An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm, government or agency or political subdivision thereof, or other legal entity.

Private Exchange: See Section 2(f).

Private Exchange Notes: See Section 2(f).

Prospectus: The prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Entitled Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: See the introductory paragraph to this Agreement.

Records: See Section 6(o).

Registration Statement: Any registration statement of the Company and the Guarantors filed with the Commission under the Securities Act (including, but not limited to, any Exchange Offer Registration Statement, any Shelf Registration Statement and any subsequent Shelf Registration Statement) that covers any of the Entitled Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the Commission providing for offers and sales of securities made in compliance therewith resulting in offers and sales by subsequent holders that are not affiliates of an issuer or such securities being free of the registration and prospectus delivery requirements of the Securities Act.

Rule 144A: Rule 144A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144) or regulation hereafter adopted by the Commission.

Rule 415: Rule 415 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Rule 430A: Rule 430A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Securities: The Notes, the Exchange Notes and the Private Exchange Notes.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

Shelf Effectiveness Target Date: The 90th day after the Shelf Filing Obligation arises.

Shelf Filing Obligation: See Section 2(j).

Shelf Registration Statement: See Section 3(b).

Shelf Suspension Period: See Section 3(a).

Subsequent Shelf Registration Statement: See Section 3(b).

TIA: The Trust Indenture Act of 1939, as amended.

Trustee: The trustee under the Indenture and, if different, the trustee under any indenture governing the Exchange Notes and Private Exchange Notes (if any).

Underwritten Registration or Underwritten Offering: A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

2. **Exchange Offer**

(a) Unless the Exchange Offer would not be permitted by applicable laws or a policy of the Commission, the Company shall (and shall cause each Guarantor to) (i) prepare and file with the Commission after the date hereof a registration statement (the " Exchange Offer Registration Statement") on an appropriate form under the Securities Act with respect to an offer (the " Exchange Offer") to the Holders of Notes to issue and deliver to such Holders, in exchange for the Notes, a like principal amount of Exchange Notes, (ii) use its commercially reasonable efforts to have the Exchange Offer Registration Statement declared effective by the Commission after the filing thereof, and in no event later than the Effectiveness Target Date, (iii) use its commercially reasonable efforts to keep the Exchange Offer Registration Statement effective until the consummation of the Exchange Offer in accordance with its terms, and (iv) commence the Exchange Offer and use its commercially reasonable efforts to issue, on or prior to the Exchange Consummation Target Date, Exchange Notes in exchange for all Notes tendered prior thereto in the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than that the Exchange Offer does not violate applicable law or any applicable interpretation of the staff of the Commission.

(b) The Exchange Notes shall be issued under, and entitled to the benefits of the Indenture or a trust indenture that is identical to the Indenture (other than such changes as are necessary to comply with any requirements of the Commission to effect or maintain the qualifications thereof under the TIA).

(c) Interest on the Exchange Notes and Private Exchange Notes will accrue from the last interest payment due date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the date of original issue of the Notes. Each Exchange Note and Private Exchange Note shall bear interest at the rate set forth thereon.

(d) The Company will require each Holder as a condition to participation in the Exchange Offer to represent (i) that any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) that at the time of the commencement and consummation of the Exchange Offer such Holder has not entered into any arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) that if such Holder is an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Notes; (v) if such Holder is a Participating Broker-Dealer, that it will deliver a Prospectus in connection with any resale of the Exchange Notes; and (vi) such Holder is not acting on behalf of any Person who could not truthfully make the foregoing representations.

(e) The Company shall (and shall cause each Guarantor to) include within the Prospectus contained in the Exchange Offer Registration Statement a section entitled "Plan of Distribution" reasonably acceptable to the Initial Purchasers which shall contain a summary statement of the positions taken or policies made by the staff of the Commission with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer for its own account in exchange for Notes that were acquired by it as a result of market-making or other trading activity (a "Participating Broker-Dealer"), whether such positions or policies have been publicly disseminated by the staff of the Commission or such positions or policies, in the reasonable judgment of the Initial Purchasers based upon advice of counsel, represent the prevailing views of the staff of the Commission. Such "Plan of Distribution" section shall also allow, to the extent permitted by applicable policies and regulations of the Commission, the use of the Prospectus by all Persons subject to the prospectus delivery requirements of the Securities Act, including, to the extent so permitted, all Participating Broker-Dealers, and shall include a statement describing the manner in which Participating Broker-Dealers may resell the Exchange Notes. The Company shall use its commercially reasonable efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein, in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements in order to resell the Exchange Notes; provided that such period shall not exceed the lesser of 180 days and the date on which all Persons subject to the prospectus delivery requirements of the Securities Act have sold all Exchange Notes held by them (the "Applicable Period").

(f) If, upon consummation of the Exchange Offer, the Initial Purchasers hold any Notes acquired by them and having the status of an unsold allotment in the initial distribution, the Company (upon the written request from the Initial Purchasers) shall, simultaneously with the delivery of the Exchange Notes in the Exchange Offer, issue and deliver to the Initial Purchasers, in exchange (the " Private Exchange") for the Notes held by the Initial Purchasers, a like principal amount of Notes that are identical to the Exchange Notes except for the existence of restrictions on transfer thereof under the Securities Act and securities laws of the several states of the United States (the " Private Exchange Notes") (and which are issued pursuant to the same Indenture as the Exchange Notes). The Private Exchange Notes shall bear the same CUSIP number as the Exchange Notes, if permitted by the CUSIP Services Bureau.

(g) In connection with the Exchange Offer, the Company shall (and shall cause each Guarantor to, to the extent necessary):

(i) mail, or cause to be mailed, to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal that is an exhibit to the Exchange Offer Registration Statement, and any related documents;

(ii) keep the Exchange Offer open for not less than 20 Business Days after the date that notice thereof is mailed to the Holders (or longer if required by applicable law)

(iii) utilize the services of a depositary for the Exchange Offer with an address in the Borough of Manhattan, the City of New York or in Wilmington, Delaware, which may be the Trustee or an affiliate thereof;

(iv) permit Holders to withdraw tendered Entitled Securities at any time prior to 5:00 p.m., New York time, on the last Business Day on which the Exchange Offer shall remain open; and

(v) otherwise comply in all material respects with all applicable laws related to the Exchange Offer.

(h) As soon as practicable after the close of the Exchange Offer or the Private Exchange, as the case may be, the Company shall (and shall cause each Guarantor to, to the extent necessary):

(i) accept for exchange all Entitled Securities validly tendered pursuant to the Exchange Offer or the Private Exchange, as the case may be, and not validly withdrawn;

(ii) deliver to the Trustee for cancellation all Entitled Securities so accepted for exchange; and

(iii) cause the Trustee to authenticate and deliver promptly to each Holder tendering such Entitled Securities, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

(i) The Exchange Notes and the Private Exchange Notes may be issued under (i) the Indenture or (ii) an indenture identical to the Indenture (other than such changes as are necessary to comply with any requirements of the Commission to effect or maintain the qualification

thereof under the TIA), which in either event will provide that the Exchange Notes will not be subject to the transfer restrictions set forth in the Indenture, that the Private Exchange Notes will be subject to the transfer restrictions set forth in the Indenture, and that the Exchange Notes, the Private Exchange Notes and the Notes, if any, will be deemed one class of security (subject to the provisions of the Indenture) and entitled to participate in any Guarantee (as such terms are defined in the Indenture) on an equal and ratable basis.

(j) If: (i) the Company and the Guarantors are not permitted to consummate the Exchange Offer because the consummation of the Exchange Offer is not permitted by applicable law or Commission policy, or (ii) in the case of (A) any Holder not permitted by applicable law or Commission policy to participate in the Exchange Offer, (B) any Holder participating in the Exchange Offer that receives Exchange Notes that may not resell such Exchange Notes to the public without delivering a Prospectus and the Prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales or (C) any broker-dealer that holds Notes acquired directly from the Company or any of its affiliates and, in each such case contemplated by this clause (ii), such Holder notifies the Company prior to the 20th Business Day following consummation of the Exchange Offer, then the Company and the Guarantors shall file a Shelf Registration Statement pursuant to Section 3 (such obligation to file a Shelf Registration Statement, a " Shelf Filing Obligation") and shall deliver notice thereof within five Business Days to the Holders (or in the case of an occurrence of any event described in clause (ii) of this Section 2(j), to any such Holder) and the Trustee.

3. **Shelf Registration Statement**

Upon the occurrence of a Shelf Filing Obligation pursuant to Section 2(j), this Section 3 shall apply to all Entitled Securities. Otherwise, upon consummation of the Exchange Offer in accordance with Section 2, the provisions of Section 3 shall apply solely with respect to (i) Notes held by any Holder thereof not permitted by law or Commission policy to participate in the Exchange Offer, (ii) Notes held by any broker-dealer that acquired such Notes directly from the Company or any of its affiliates and (iii) Exchange Notes that are not freely tradeable as contemplated by Section 2(j)(ii)(B) hereof, provided in each case that the relevant Holder has duly notified the Company prior to the 20th Business Day following consummation of the Exchange Offer as required by Section 2(j)(ii).

(a) Initial Shelf Registration Statement. The Company shall (and shall cause each Guarantor to) file with the Commission a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Entitled Securities (the " Initial Shelf Registration Statement"). The Company shall (and shall cause each Guarantor to) use its commercially reasonable efforts to file with the Commission the Initial Shelf Registration Statement within 30 days after the Shelf Filing Obligation arises and shall use its commercially reasonable efforts to cause such Initial Shelf Registration Statement to be declared effective by the Commission on or prior to the Shelf Effectiveness Target Date. The Initial Shelf Registration Statement shall be on Form S-1 or another appropriate form permitting registration of such Entitled Securities for resale by Holders in the manner or manners reasonably designated by them (including, without limitation, one or more underwritten offerings). The Company and Guarantors shall not permit any securities other than the Entitled Securities to be included in any Shelf Registration Statement. The Company shall (and shall cause each Guarantor to) use its commercially reasonable efforts to keep the Initial Shelf Registration Statement continuously effective under the Securities Act until the date which is two years from the Closing Date (subject to extension pursuant to the last sentence of Section 6(w)) (the " Effectiveness Period"), or such shorter period ending when (i) all Entitled Securities covered by the Initial Shelf Registration Statement have been

sold in the manner set forth and as contemplated in the Initial Shelf Registration Statement, (ii) a Subsequent Shelf Registration Statement covering all of the Entitled Securities covered by and not sold under the Initial Shelf Registration Statement or an earlier Subsequent Shelf Registration Statement has been declared effective by the Commission under the Securities Act or (iii) there cease to be any outstanding Entitled Securities. Notwithstanding anything to the contrary in this Agreement, at any time, the Company may delay the filing of any Initial Shelf Registration Statement or delay or suspend the effectiveness thereof, for a reasonable period of time, but not in excess of 60 days in any calendar year (each, a "Shelf Suspension Period"), if the Board of Directors of the Issuer determines reasonably and in good faith that (x) the filing of any such Initial Shelf Registration Statement or the continuing effectiveness thereof would require the disclosure of non-public material information that, in the reasonable judgment of the Board of Directors of the Issuer, would be detrimental to the Issuer if so disclosed or would otherwise materially adversely affect a financing, acquisition, disposition, merger or other material transaction or (y) such action is required by applicable law.

(b) Subsequent Shelf Registration Statements. If the Initial Shelf Registration Statement or any Subsequent Shelf Registration Statement (as defined below) ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the securities registered thereunder), the Company shall (and shall cause each Guarantor to), subject to the last sentence of Section 3(a) above, use its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall within 30 days of such cessation of effectiveness amend such Shelf Registration Statement in a manner to obtain the withdrawal of the order suspending the effectiveness thereof, or file (and cause each Guarantor to file) an additional "shelf" Registration Statement pursuant to Rule 415 covering all of the Entitled Securities (a "Subsequent Shelf Registration Statement"). If a Subsequent Shelf Registration Statement is filed, the Company shall (and shall cause each Guarantor to), subject to the last sentence of Section 3(a) above, use its commercially reasonable efforts to cause the Subsequent Shelf Registration Statement to be declared effective by the Commission as soon as practicable after such filing and to keep such Subsequent Shelf Registration Statement continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration Statement or any Subsequent Shelf Registration Statement was previously continuously effective. As used herein the term " Shelf Registration Statement" means the Initial Shelf Registration Statement and any Subsequent Shelf Registration Statements.

(c) Supplements and Amendments. The Company shall promptly supplement and amend any Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration Statement, if required by the Securities Act.

(d) Provision of Information. No Holder of Entitled Securities shall be entitled to include any of its Entitled Securities in any Shelf Registration Statement pursuant to this Agreement unless such Holder furnishes to the Company and the Trustee in writing, within 20 days after receipt of a written request therefor, such information as the Company and the Trustee after conferring with counsel with regard to information relating to Holders that would be required by the Commission to have such Holder's Entitled Securities be included in such Shelf Registration Statement or Prospectus included therein, may reasonably request for inclusion in any Shelf Registration Statement or Prospectus included therein, and no such Holder shall be entitled to benefit from the provisions regarding Additional Interest

pursuant to Section 4 hereof unless and until such Holder shall have provided such information.

4. **Additional Interest**

(a) The Company and each Guarantor acknowledges and agrees that the Holders of Entitled Securities will suffer damages if the Company or any Guarantor fails to fulfill its material obligations under Section 2 or Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Company and the Guarantors agree to pay additional cash interest on the Notes ("Additional Interest") under the circumstances and to the extent set forth below (each of which shall be given independent effect):

(i) if neither the Exchange Offer Registration Statement nor the Initial Shelf Registration Statement is declared effective by the Commission on or prior to the Effectiveness Target Date or the Shelf Effectiveness Target Date, as applicable, Additional Interest shall accrue on the Entitled Securities outstanding over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Effectiveness Target Date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(ii) if the Exchange Offer is not consummated on or prior to the Exchange Consummation Target Date, Additional Interest shall accrue on the Entitled Securities outstanding over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Exchange Consummation Target Date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(iii) if (A) the Exchange Offer Registration Statement is declared effective by the Commission and such Exchange Offer Registration Statement ceases to be effective or usable at any time prior to the time that the Exchange Offer is consummated, or (B) if applicable, a Shelf Registration Statement has been declared effective by the Commission and such Shelf Registration Statement ceases to be effective or usable at any time prior to the first anniversary of its effective date (other than such time as all Notes have been disposed of thereunder), then Additional Interest shall accrue on the Entitled Securities outstanding, over and above any stated interest, at a rate of 0.25% per annum of the principal amount of such Entitled Securities outstanding commencing on (y) the date the Exchange Offer Registration Statement ceases to be effective, in the case of clause (A) above, or (z) the day such Shelf Registration Statement ceases to be effective, in the case of (B) above, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each such subsequent 90-day period;

provided, however, that Additional Interest will not accrue under more than one of the foregoing clauses (i), (ii) and (iii) at any one time; and *provided, further*, that the maximum Additional Interest rate on the Entitled Securities outstanding may not exceed at any one time in the aggregate 1.00% per annum; *provided further*, that (1) upon the effectiveness of the Exchange Offer Registration Statement or Initial Shelf Registration Statement (in the case of clause (i) above), (2) upon the consummation of the Exchange Offer (in the case of clause

(ii) above), or (3) when the Exchange Offer Registration Statement that had ceased to remain effective or usable (in the case of clause (iii)(A) above), or when a Shelf Registration Statement which had ceased to remain effective or usable (in the case of (iii)(B) above) is deemed effective and/or usable again, Additional Interest on the Notes as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue. Notwithstanding any provisions of this Section 4, the Company shall not be obligated to pay Additional Interest provided in Section 4(a) during any Shelf Suspension Period permitted by Section 3(a) hereof.

(b) The Company shall notify the Trustee within 3 Business Days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid (an "Event Date"). Any amounts of Additional Interest due pursuant to clause (a)(i), (a)(ii) or (a)(iii) of this Section 4 will be paid by the Company and the Guarantors in accordance with the Indenture on the next scheduled interest payment date, commencing with the first such semi-annual date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by the Company by multiplying the applicable Additional Interest rate by the principal amount of the Notes, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

5. **[Intentionally Omitted]**

6. **Registration Procedures**

In connection with the filing of any Registration Statement pursuant to Sections 2 or 3 hereof, the Company shall (and shall cause each Guarantor to) effect such registrations to permit the sale of such securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Company hereunder, the Company shall (and shall cause each Guarantor to):

(a) Prepare and file with the Commission, the Exchange Offer Registration Statement or if the Exchange Offer Registration Statement is not filed because of the circumstances contemplated by Section 2(j), a Shelf Registration Statement as prescribed by Section 3, and use its commercially reasonable efforts to cause each such Registration Statement to become effective and remain effective as provided herein; *provided* that, if (1) a Shelf Registration Statement is filed pursuant to Section 3 or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, before filing any Registration Statement or Prospectus or any amendments or supplements thereto the Company shall (and shall cause each Guarantor to), if requested, furnish to and afford the Holders of the Entitled Securities to be registered pursuant to such Shelf Registration Statement, each Participating Broker-Dealer, the managing underwriters, if any, and each of their respective counsel, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least 5 Business Days prior to such filing). The Company and each Guarantor shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the Holders must provide information for the inclusion therein without the Holders being afforded an opportunity to review such documentation if the

holders of a majority in aggregate principal amount of the Entitled Securities covered by such Registration Statement, or any such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, or any of their respective counsel shall reasonably object in writing on a timely basis. A Holder shall be deemed to have reasonably objected to such filing if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading or fails to comply with the applicable requirements of the Securities Act.

(b) Provide an indenture trustee for the Entitled Securities, the Exchange Notes or the Private Exchange Notes, as the case may be, and cause the Indenture (or other indenture relating to the Entitled Securities) to be qualified under the TIA not later than the effective date of the first Registration Statement; and in connection therewith, to effect such changes to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable efforts to cause such trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the Commission to enable such indenture to be so qualified in a timely manner.

(c) Prepare and file with the Commission such pre-effective amendments and post-effective amendments to each Shelf Registration Statement or Exchange Offer Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period or the Applicable Period, as the case may be; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and comply with the provisions of the Securities Act and the Exchange Act applicable to them with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by a Participating Broker-Dealer covered by any such Prospectus. The Company and each Guarantor shall not, during the Applicable Period, voluntarily take any action that would result in selling Holders of the Entitled Securities covered by a Registration Statement or Participating Broker-Dealers seeking to sell Exchange Notes not being able to sell such Entitled Securities or such Exchange Notes during that period, unless such action is required by applicable law, rule or regulation or permitted by this Agreement.

(d) Furnish to such selling Holders and Participating Broker-Dealers who so request in writing (i) upon the Company's receipt, a copy of the order of the Commission declaring such Registration Statement and any post effective amendment thereto effective, (ii) such reasonable number of copies of such Registration Statement and of each amendment and supplement thereto (in each case including any documents incorporated therein by reference and all exhibits), (iii) such reasonable number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and each amendment and supplement thereto, and such reasonable number of copies of the final Prospectus as filed by the Company and each Guarantor pursuant to Rule 424(b) under the Securities Act, in conformity with the requirements of the Securities Act and each amendment and supplement thereto, and (iv) such other documents (including any amendments required to be filed pursuant to clause (c) of this Section), as any such Person may reasonably request in writing. The Company and the Guarantors hereby consent to the use of the Prospectus by each of the selling Holders of Entitled Securities or each such Participating Broker-Dealer, as the case may be, and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Entitled Securities covered by, or the sale by Participating

Broker-Dealers of the Exchange Notes pursuant to, such Prospectus and any amendment or supplement thereto.

(e) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, the Company shall notify in writing the selling Holders of Entitled Securities, or each such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, and each of their respective counsel promptly (but in any event within 2 Business Days) (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective (including in such notice a written statement that any Holder may, upon request, obtain, without charge, one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any Prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a Prospectus is required by the Securities Act to be delivered in connection with sales of the Entitled Securities the representations and warranties of the Company and any Guarantor contained in any agreement (including any underwriting agreement) contemplated by Section 6(n) hereof cease to be true and correct, (iv) of the receipt by the Company or any Guarantor of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Entitled Securities or the Exchange Notes to be sold by any Participating Broker-Dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition of any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in, or amendments or supplements to, such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement and the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (vi) of any reasonable determination by the Company or any Guarantor that a post-effective amendment to a Registration Statement would be appropriate and (vii) of any request by the Commission for amendments to the Registration Statement or supplements to the Prospectus or for additional information relating thereto.

(f) Use its commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Entitled Securities or the Exchange Notes to be sold by any Participating Broker-Dealer, for sale in any jurisdiction, and, if any such order is issued, to use its commercially reasonable efforts to obtain the withdrawal of any such order at the earliest possible date.

(g) If (A) a Shelf Registration Statement is filed pursuant to Section 3, (B) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period or (C) reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate

principal amount of the Entitled Securities being sold in connection with an underwritten offering, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information or revisions to information therein relating to such underwriters or selling Holders as the managing underwriters, if any, or such Holders or any of their respective counsel reasonably request in writing to be included or made therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplements or post-effective amendment.

(h) Prior to any public offering of Entitled Securities or any delivery of a Prospectus contained in the Exchange Offer Registration Statement by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, use its commercially reasonable efforts to register or qualify, and to cooperate with the selling Holders of Entitled Securities or each such Participating Broker-Dealer, as the case may be, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Entitled Securities or Exchange Notes, as the case may be, for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any selling Holder, Participating Broker-Dealer or any managing underwriter or underwriters, if any, reasonably request in writing; *provided*, that where Exchange Notes held by Participating Broker-Dealers or Entitled Securities are offered other than through an underwritten offering, the Company and each Guarantor agree to cause its counsel to perform Blue Sky investigations and file any registrations and qualifications required to be filed pursuant to this Section 6(h), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Exchange Notes held by Participating Broker-Dealers or the Entitled Securities covered by the applicable Registration Statement; *provided* that neither the Company nor any Guarantor shall be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(i) If (A) a Shelf Registration Statement is filed pursuant to Section 3 or (B) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is requested to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, cooperate with the selling Holders of Entitled Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Entitled Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company, and enable such Entitled Securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holders may reasonably request.

(j) Use its commercially reasonable efforts to cause the Entitled Securities covered by any Registration Statement to be registered with or approved by such governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter, if any, to consummate the disposition of such Entitled Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company shall (and shall cause each Guarantor to) cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals; provided that neither the Company nor any existing Guarantor shall be required to (A) qualify generally to

do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(k) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, upon the occurrence of any event contemplated by paragraph 6(e)(v) or 6(e)(vi) hereof, as promptly as practicable, prepare and file with the Commission, at the expense of the Company and the Guarantors, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchaser of the Entitled Securities being sold thereunder or to the purchaser of the Exchange Notes to whom such Prospectus will be delivered by a Participating Broker-Dealer, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, if Commission review is required, use its commercially reasonable efforts to cause such post-effective amendment to be declared effective Commission as soon as possible.

(l) Use its commercially reasonable efforts to cause the Entitled Securities covered by a Registration Statement to be rated with such appropriate rating agencies, if so requested in writing by the Holders of a majority in aggregate principal amount of the Entitled Securities covered by such Registration Statement or the managing underwriter or underwriters, if any.

(m) Prior to the initial issuance of the Exchange Notes, (i) provide the Trustee with one or more certificates for the Entitled Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Exchange Notes.

(n) If a Shelf Registration Statement is filed pursuant to Section 3, enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances) and take all such other actions in connection therewith (including those reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate principal amount of the Entitled Securities being sold) in order to expedite or facilitate the registration or the disposition of such Entitled Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, (i) make such representations and warranties to the Holders and the underwriters, if any, with respect to the business of the Company and its subsidiaries as then conducted, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances, and confirm the same if and when reasonably required; (ii) obtain an opinion of counsel to the Company and the Guarantors and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, and the Holders of a majority in aggregate principal amount of the Entitled Securities being sold), addressed to each selling Holder and each of the underwriters, if any, covering the matters customarily covered in opinions of counsel to the

Company and the Guarantors requested in underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances; (iii) obtain "cold comfort" letters and updates thereof (which letters and updates (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters) from the independent certified public accountants of the Company and the Guarantors (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings of debt securities similar to the Notes, as may be appropriate in the circumstances, and such other matters as reasonably requested in writing by the underwriters; and (iv) deliver such documents and certificates as may be reasonably requested in writing by the Holders of a majority in aggregate principal amount of the Entitled Securities being sold and the managing underwriters, if any, to evidence the continued validity of the representations and warranties of the Company and its subsidiaries made pursuant to clause (i) above and to evidence compliance with any conditions contained in the underwriting agreement or other similar agreement entered into by the Company or any Guarantor.

(o) If (1) a Shelf Registration Statement is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, make available for inspection by any selling Holder of such Entitled Securities being sold, or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Entitled Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer, as the case may be, or underwriter (collectively, the "Inspectors"), at the offices where normally kept, during reasonable business hours, all financial and other records and pertinent corporate documents of the Company and its subsidiaries (collectively, the " Records") as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested in writing by any such Inspector in connection with such Registration Statement. Each Inspector shall agree in writing that it will keep the Records confidential and not disclose any of the Records unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such Registration Statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) the information in such Records is public or has been made generally available to the public other than as a result of a disclosure or failure to safeguard by such Inspector or (iv) disclosure of such information is, in the reasonable written opinion of counsel for any Inspector, necessary or advisable in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, related to, or involving this Agreement, or any transaction contemplated hereby or arising hereunder. Each Inspector shall take such actions as are reasonably necessary to protect the confidentiality of such information to the extent such action is not inconsistent with the rights and interests of the Holder or any Inspector. Each selling Holder of such Entitled Securities and each such Participating Broker-Dealer will be required to agree that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public. Each Inspector, each selling Holder of such Entitled Securities and each such Participating Broker-Dealer will be required to further agree that it will, upon learning of the potential

disclosure of such Records, give notice to the Company and, to the extent practicable, use its commercially reasonable efforts to allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential at its expense.

(p) Comply with all applicable rules and regulations of the Commission and make generally available to the security holders of the Company with regard to any Applicable Registration Statement earning statements satisfying the provisions of section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Entitled Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods.

(q) Upon consummation of an Exchange Offer or Private Exchange, obtain an opinion of counsel to the Company and the Guarantors (in form, scope and substance reasonably satisfactory to the Initial Purchasers), addressed to the Trustee for the benefit of all Holders participating in the Exchange Offer or Private Exchange, as the case may be, to the effect that (i) the Company and the Guarantors have duly authorized, executed and delivered the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture, and (ii) the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture constitute legal, valid and binding obligations of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with their respective terms, except as such enforcement may be subject to customary United States and foreign exceptions.

(r) If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Entitled Securities by the Holders to the Company and the Guarantors (or to such other Person as directed by the Company and the Guarantors) in exchange for the Exchange Notes or the Private Exchange Notes, as the case may be, the Company and the Guarantors shall mark, or caused to be marked, on such Entitled Securities that the Exchange Notes or the Private Exchange Notes, as the case may be, are being issued as substitute evidence of the indebtedness originally evidenced by the Entitled Securities; *provided* that in no event shall such Entitled Securities be marked as paid or otherwise satisfied.

(s) Cooperate with each seller of Entitled Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Entitled Securities and their respective counsel in connection with any filings required to be made with FINRA.

(t) Use its commercially reasonable efforts to cause all Securities covered by a Registration Statement to be listed on each securities exchange, if any, on which similar debt securities issued by the Company are then listed.

(u) Use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Entitled Securities covered by a Registration Statement contemplated hereby.

(v) The Company may require each seller of Entitled Securities or Participating Broker-Dealer as to which any registration is being effected to furnish to the Company such information regarding such seller or Participating Broker-Dealer and the distribution of such Entitled

Securities as the Company may, from time to time, reasonably request in writing. The Company may exclude from such registration the Entitled Securities of any seller who fails to furnish such information within a reasonable time (which time in no event shall exceed 45 days, subject to Section 3(d) hereof) after receiving such request. Each seller of Entitled Securities or Participating Broker-Dealer as to which any registration is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished by such seller not materially misleading.

(w) Each Holder of Entitled Securities and each Participating Broker-Dealer agrees by acquisition of such Entitled Securities or Exchange Notes to be sold by such Participating Broker-Dealer, as the case may be, that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6(e)(ii), 6(e)(iv), 6(e)(v), or 6(e)(vi), such Holder will forthwith discontinue disposition of such Entitled Securities covered by a Registration Statement and such Participating Broker-Dealer will forthwith discontinue disposition of such Exchange Notes pursuant to any Prospectus and, in each case, forthwith discontinue dissemination of such Prospectus until such Holder's or Participating Broker-Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(k), or until it is advised in writing (the "Advice") by the Company and the Guarantors that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto and, if so directed by the Company and the Guarantors, such Holder or Participating Broker-Dealer, as the case may be, will deliver to the Company all copies, other than permanent file copies, then in such Holder's or Participating Broker-Dealer's possession, of the Prospectus covering such Entitled Securities current at the time of the receipt of such notice. In the event the Company and the Guarantors shall give any such notice, the Applicable Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each Participating Broker-Dealer shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 6(k) or (y) the Advice.

7. **Registration Expenses**

(a) All fees and expenses incident to the performance of or compliance with this Agreement by the Company and the Guarantors shall be borne by the Company and the Guarantors, whether or not the Exchange Offer or a Shelf Registration Statement is filed or becomes effective, including, without limitation, (i) all registration and filing fees, including, without limitation, (A) fees with respect to filings required to be made with FINRA in connection with any underwritten offering and (B) fees and expenses of compliance with state securities or Blue Sky laws as provided in Section 6(h) hereof (including, without limitation, reasonable fees and disbursements of counsel in connection with Blue Sky qualifications of the Entitled Securities or Exchange Notes and determination of the eligibility of the Entitled Securities or Exchange Notes for investment under the laws of such jurisdictions (x) where the Holders are located, in the case of the Exchange Notes, or (y) as provided in Section 6(h), in the case of Entitled Securities or Exchange Notes to be sold by a Participating Broker-Dealer during the Applicable Period), (ii) printing expenses, including, without limitation, expenses of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriter or underwriters, if any, or by the Holders of a majority in aggregate principal amount of the Entitled Securities included in any Registration Statement or by any Participating Broker-Dealer during the Applicable Period, as the case may be, (iii) messenger, telephone and delivery expenses incurred in connection with the performance of their obligations hereunder, (iv) fees and disbursements of counsel for the Company and the Guarantors, (v) fees and disbursements of all independent certified public accountants

referred to in Section 6 (including, without limitation, the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (vi) rating agency fees and the fees and expenses incurred in connection with the listing of the Securities to be registered on any securities exchange, (vii) Securities Act liability insurance, if the Company and the Guarantors desire such insurance, (viii) fees and expenses of all other Persons retained by the Company and the Guarantors, (ix) fees and expenses of any "qualified independent underwriter" or other independent appraiser participating in an offering pursuant to Section 3 of Schedule E to the By-laws of FINRA, but only where the need for such a "qualified independent underwriter" arises due to a relationship with the Company and the Guarantors, (x) internal expenses of the Company and the Guarantors (including, without limitation, all salaries and expenses of officers and employees of the Company or the Guarantors performing legal or accounting duties), (xi) the expense of any annual audit, (xii) the fees and expenses of the Trustee and the Exchange Agent and (xiii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, securities sales agreements, indentures and any other documents necessary in order to comply with this Agreement.

(b) Notwithstanding the foregoing, the holders of the Entitled Securities being registered shall pay all agency fees and commissions and underwriting discounts and commissions attributable to the sale of such Entitled Securities and the fees and disbursements of any counsel or other advisors or experts retained by such holders (severally or jointly), other than any counsel and experts specifically referred to in Section 7(a) above.

8. **Indemnification**

(a) Indemnification by the Company and the Guarantors. The Company and the Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Entitled Securities, Exchange Notes or Private Exchange Notes and each Participating Broker-Dealer selling Exchange Notes during the Applicable Period, each Person, if any, who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act) and the officers, directors and partners of each such Holder, Participating Broker-Dealer and controlling person, to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees as provided in this Section 8) and expenses (including, without limitation, reasonable costs and expenses incurred in connection with investigating, preparing, pursuing or defending against any of the foregoing) (collectively, "Losses"), as incurred, directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or form of prospectus, or in any amendment or supplement thereto, or in any preliminary prospectus, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such Losses are solely based upon information relating to such Holder or Participating Broker-Dealer and furnished in writing to the Company and the Guarantors by such Holder or Participating Broker-Dealer or their counsel expressly for use therein. The Company and the Guarantors also agree to indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers, directors, agents and employees and each Person who controls such Persons (within the meaning of Section 5 of the Securities Act or Section 20(a) of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders or the Participating Broker-Dealer.

(b) Indemnification by Holder. In connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus in which a Holder is participating, such Holder shall furnish to the Company and the Guarantors in writing such information as the Company and the Guarantors reasonably request for use in connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus and shall indemnify and hold harmless the Company, the Guarantors, their respective directors and each Person, if any, who controls the Company and the Guarantors (within the meaning of Section 15 of the Securities Act and Section 20(a) of the Exchange Act), and the directors, officers and partners of such controlling persons, to the fullest extent lawful, from and against all Losses arising out of or based upon any untrue or alleged untrue statement of any material fact contained in any Registration Statement, Prospectus or form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or any omission or alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with the any information so furnished in writing by such Holder to the Company and the Guarantors expressly for use therein and shall reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. Notwithstanding the foregoing, in no event shall the liability of any selling Holder be greater in amount than such Holder's Maximum Contribution Amount (as defined below).

(c) Conduct of Indemnification Proceedings. If any proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the party or parties from which such indemnity is sought (the "Indemnifying Party" or "Indemnifying Parties", as applicable) in writing; but the omission to so notify the Indemnifying Party (i) will not relieve such Indemnifying Party from any liability under paragraph (a) or (b) above unless and only to the extent it is materially prejudiced as a result thereof and (ii) will not, in any event, relieve the Indemnifying Party from any obligations to any Indemnified Party other than the indemnification obligation provided in paragraphs (a) and (b) above.

The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party, within 20 Business Days after receipt of written notice from such Indemnified Party of such proceeding, to assume, at its expense, the defense of any such proceeding; *provided*, that an Indemnified Party shall have the right to employ separate counsel in any such proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or parties unless: (1) the Indemnifying Party has agreed to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such proceeding or shall have failed to employ counsel reasonably satisfactory to such Indemnified Party; or (3) the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party or any of its affiliates or controlling persons, and such Indemnified Party shall have been advised by counsel that there may be one or more defenses available to such Indemnified Party that are in addition to, or in conflict with, those defenses available to the Indemnifying Party or such affiliate or controlling person (in which case, if such Indemnified Party notifies the Indemnifying Parties in writing that it elects to employ separate counsel at the expense of the Indemnifying Parties, the Indemnifying Parties shall not have the right to assume the defense and the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party; it being understood, however, that, the Indemnifying Party shall not, in connection with any one such proceeding or separate but substantially similar or related proceedings in the same jurisdiction, arising out of

the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such Indemnified Party).

No Indemnifying Party shall be liable for any settlement of any such proceeding effected without its written consent, which shall not be unreasonably withheld, but if settled with its written consent, or if there be a final judgment for the plaintiff in any such proceeding, each Indemnifying Party jointly and severally agrees, subject to the exceptions and limitations set forth above, to indemnify and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement unless such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to each Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such proceeding for which such Indemnified Party would be entitled to indemnification hereunder (whether or not any Indemnified Party is a party thereto) and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) Contribution. If the indemnification provided for in this Section 8 is unavailable to an Indemnified Party or is insufficient to hold such Indemnified Party harmless for any Losses in respect of which this Section 8 would otherwise apply by its terms (other than by reason of exceptions provided in this Section 8), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall have a joint and several obligation to contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such statement or omission. The amount paid or payable by an Indemnified Party as a result of any Losses shall be deemed to include any legal or other fees or expenses incurred by such party in connection with any proceeding, to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in Section 8(a) or 8(b) was available to such party.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 8(d), a selling Holder shall not be required to contribute, in the aggregate, any amount in excess of such Holder's Maximum Contribution Amount. A selling Holder's "Maximum Contribution Amount" shall equal the excess of (i) the aggregate proceeds received by such Holder pursuant to the sale of such Entitled Securities or Exchange Notes over (ii) the aggregate amount of damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(d) are several in proportion to the respective principal amount of the Registrable Securities held by each Holder hereunder and not joint. The Company's and Guarantors' obligations to contribute pursuant to this Section 8(d) are joint and several.

The indemnity and contribution agreements contained in this Section 8 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

9. **Rules 144 and 144A**

The Company covenants that it shall use its commercially reasonable efforts to (a) file the reports required to be filed by it (if so required) under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the written request of any Holder of Entitled Securities, make publicly available other information necessary to permit sales pursuant to Rule 144 and 144A and (b) take such further action as any Holder may reasonably request in writing, all to the extent required from time to time to enable such Holder to sell Entitled Securities without registration under the Securities Act pursuant to the exemptions provided by Rule 144 and Rule 144A. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such information and requirements. The Company will be deemed to have satisfied the foregoing requirements if Parent (as defined in the Indenture) files such reports required by the Indenture within the applicable time periods set forth therein.

10. **Underwritten Registrations of Entitled Securities**

If any of the Entitled Securities covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Entitled Securities included in such offering; *provided*, *however*, that such investment banker or investment bankers and manager or managers must be reasonably acceptable to the Company.

No Holder of Entitled Securities may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Entitled Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

11. **Miscellaneous**

(a) Remedies. In the event of a breach by either the Company or any of the Guarantors of any of their respective obligations under this Agreement, each Holder, in addition to being entitled to exercise all rights provided herein, in the Indenture or, in the case of the Initial Purchasers, in the Purchase Agreement, or granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and the Guarantors agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by either the Company or any of the Guarantors of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, the Company shall (and shall cause each Guarantor to) waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company and each of the Guarantors have not entered, as of the date hereof, and the Company and each of the Guarantors shall not enter, after the date of this Agreement, into any agreement with respect to any of its securities that is inconsistent with the rights granted to the Holders of Securities in this Agreement or otherwise conflicts with the provisions hereof. The Company and each of the Guarantors have not entered and will not enter into any agreement with respect to any of its securities that will grant to any Person piggy-back rights with respect to a Registration Statement.

(c) Adjustments Affecting Entitled Securities. The Company shall not, directly or indirectly, take any action with respect to the Entitled Securities as a class that would adversely affect the ability of the Holders to include such Entitled Securities in a registration undertaken pursuant to this Agreement.

(d) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of the Holders of not less than a majority in aggregate principal amount of the then outstanding Entitled Securities in circumstances that would adversely affect any Holders of Entitled Securities; *provided*, *however*, that Section 8 and this Section 11(d) may not be amended, modified or supplemented without the prior written consent of each Holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Entitled Securities whose securities are being tendered pursuant to the Exchange Offer or sold pursuant to a Notes Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Entitled Securities may be given by Holders of at least a majority in aggregate principal amount of the Entitled Securities being tendered or being sold by such Holders pursuant to such Notes Registration Statement.

(e) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, next-day air courier or telecopier:

(i) if to a Holder of Securities or to any Participating Broker-Dealer, at the most current address of such Holder or Participating Broker-Dealer, as the case may be, set forth on the records of the registrar of the Notes, with a copy in like manner to the Representative of the Initial Purchasers as follows:

Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022
Facsimile No.: (212) 284-2280
Attention: General Counsel

with a copy to (which should not constitute notice):

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attention: Marc Jaffe, Esq., Ian Schuman, Esq.

(ii) if to the Initial Purchasers, at the address specified in Section 11(e)(1);

(iii) if to the Company or any Guarantor, as follows:

Lantheus Medical Imaging, Inc.
331 Treble Cove Road, Bldg. 600-2
North Billerica, Massachusetts 01862
Attention: Michael Duffy, Esq.

with a copy to (which should not constitute notice):

Avista Capital Holdings, L.P.
65 East 55th Street, 18th Floor
New York, NY 10022
Attention: Ben Silbert

Weil, Gotshal & Manages LLP
767 Fifth Avenue
New York, New York 10153
Attention: Todd R. Chandler, Esq.

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the United States mail, postage prepaid, if mailed, one Business Day after being deposited in the United States mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier guaranteeing overnight delivery; and when receipt is acknowledged by the addressee, if telecopied.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee under the Indenture at the address specified in such Indenture.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, including, without limitation and without the need for an express assignment, subsequent Holders of Securities.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the 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 one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND IRREVOCABLY ACCEPTS FOR ITS AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY IRREVOCABLY CONSENTS, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, TO THE SERVICE OF PROCESS OF ANY OF

THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE COMPANY AT ITS SAID ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY HOLDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY IN ANY OTHER JURISDICTION.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Securities Held by the Company or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Securities is required hereunder, Securities held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Third Party Beneficiaries. Holders and Participating Broker-Dealers are intended third party beneficiaries of this Agreement and this Agreement may be enforced by such Persons.

(m) Entire Agreement. This Agreement, together with the Purchase Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understanding, correspondence, conversations and memoranda between the Initial Purchasers on the one hand and the Company and the Guarantors on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

Remainder of Page Intentionally Blank

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

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

LANTHEUS MI INTERMEDIATE, INC., as Guarantor

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

LANTHEUS MI REAL ESTATE, LLC, as Guarantor

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President, Chief Executive Officer

ACCEPTED AND AGREED TO:

JEFFERIES & COMPANY, INC.

By: /s/ Dustin Tyner
Name: Dustin Tyner
Title: Senior Vice President

SCHEDULE I

INITIAL PURCHASERS

Jefferies & Company, Inc

BMO Capital Markets Corp.

Natixis Bleichroeder LLC

Exhibit 10.1

CREDIT AGREEMENT

Dated as of May 10, 2010

by and among

LANTHEUS MEDICAL IMAGING, INC.,
as Borrower,

LANTHEUS MI INTERMEDIATE, INC. AND EACH OF ITS SUBSIDIARIES
LISTED AS A GUARANTOR ON THE SIGNATURE PAGES HERETO,
as Guarantors,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

HARRIS N.A.,
as Collateral Agent,

and

BANK OF MONTREAL,
as Administrative Agent

BANK OF MONTREAL
and NATIXIS,
as Joint Bookrunners and Joint Lead Arrangers

NATIXIS,
as Syndication Agent

JEFFERIES FINANCE LLC,
as Documentation Agent

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SCHEDULE AND EXHIBITS

CREDIT AGREEMENT

Credit Agreement, dated as of May 10, 2010, by and among Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the " Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages hereto (together with the Parent, each a " Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party hereto (each a "Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, the " Collateral Agent"), and Bank of Montreal, as administrative agent for the Lenders (in such capacity, the "Administrative Agent" and together with the Collateral Agent, each an " Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS as joint bookrunners (in such capacity, the "Joint Bookrunners"", Bank of Montreal and NATIXIS as joint lead arrangers (in such capacity, the "Joint Lead Arrangers"), NATIXIS as syndication agent (in such capacity, the "Syndication Agent") and Jefferies Finance LLC as documentation agent (in such capacity, the "Documentation Agent").

RECITALS

The Borrower has asked the Lenders to extend credit to the Borrower, consisting of a revolving credit facility in an aggregate principal amount not to exceed $42,500,000 at any time outstanding (as such amount may be increased from time to time as provided herein), which will include a subfacility for the issuance of letters of credit. The proceeds of the loans made under the revolving credit facility and the letters of credit shall be used for working capital purposes and for other general corporate purposes. The Lenders are severally, and not jointly, willing to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth.

In consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; CERTAIN TERMS

Section 1.01 Definitions.

As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"2010 Dividend" means the dividend or other distribution to be paid by the Borrower to the Parent (and by the Parent to the Ultimate Parent for use as described in the Offering Memorandum for the Senior Notes) on or around the Effective Date using a portion of the proceeds of the Senior Notes in an amount not to exceed $165,000,000.

"Account Debtor" means each debtor, customer or obligor in any way obligated on or in connection with any Account Receivable.

"Account Receivable" means, with respect to any Person, any and all rights of such Person to payment for goods sold and/or services rendered, including accounts, general intangibles and any and all such rights evidenced by chattel paper, instruments or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, and any proceeds arising therefrom or relating thereto.

"Acquisition" means the acquisition of (i) all of the Capital Stock of any Person, (ii) any business, division or product of any Person or (iii) all or substantially all of the assets of any Person.

"Action" has the meaning specified therefor in Section 12.12.

"Additional Amount" has the meaning specified therefor in Section 2.08(a).

"Administrative Agent" has the meaning specified therefor in the preamble hereto.

"Administrative Agent's Account" means an account at a bank designated by the Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to the Administrative Agent for the benefit of the Agents and the Lenders under this Agreement and the other Loan Documents.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management or policies of such Person, whether by contract or otherwise, provided that for the purposes of Section 7.02(j), "control" shall also include any Person that directly or indirectly owns 10% or more of any class of the Capital Stock having ordinary voting power (excluding any securities or equity interests having such power only upon the occurrence of a contingency that has not yet occurred) of such Person. Notwithstanding anything herein to the contrary, in no event shall any Agent or any Lender be considered an "Affiliate" of any Loan Party.

"Agent" has the meaning specified therefor in the preamble hereto.

"Agreement" means this Credit Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to the Agreement as the same may be in effect at the time such reference becomes operative.

"Annualized EBITDA" means, for any measurement period, (i) unless and until an Annualized EBITDA Trigger Date has occurred, Consolidated EBITDA of the Parent and its Subsidiaries for the trailing twelve month period ending on the last day of the

applicable period of measurement and (ii) after an Annualized EBITDA Trigger Date has occurred, (x) for the first succeeding date of measurement after the Annualized EBITDA Trigger Date, the Consolidated EBITDA of the Parent and its Subsidiaries for the trailing six month period ending on such measurement date multiplied by 2, (y) for the second succeeding date of measurement after the Annualized EBITDA Trigger Date, the Consolidated EBITDA of the Parent and its Subsidiaries for the trailing nine month period ending on such fiscal quarter-end date multiplied by 4/3 and (z) for each date of measurement thereafter, Consolidated EBITDA of the Parent and its Subsidiaries for the trailing twelve month period ending on the applicable fiscal quarter-end date.

"Annualized EBITDA Trigger Date" means the first date upon which the Borrower's supply of Molybdenum-99 has returned to a Normalized Moly Supply Level.

"Anti-Terrorism Laws" means any Laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA Patriot Act, the Laws comprising or implementing the Bank Secrecy Act, and the Laws administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing Laws may from time to time be amended, renewed or extended).

"Applicable State Governmental Authority" means any Governmental Authority of a State regulating the use of radiation or radioactive pharmaceutical products with jurisdiction over the business or activities of any Loan Party.

"Assignment and Acceptance" means an assignment and acceptance entered into by an assigning Lender and an assignee, and accepted by the Administrative Agent, in accordance with Section 12.07 hereof and substantially in the form of Exhibit E hereto or such other form reasonably acceptable to the Administrative Agent.

"Authorized Officer" means, with respect to any Person, the chief executive officer, chief financial officer, treasurer or other financial officer performing similar functions, president or vice president or secretary of such Person.

"Availability" means, at any time, the difference between (i) the Total Revolving Credit Commitment and (ii) the sum of (A) the aggregate outstanding principal amount of all Revolving Loans and (B) all Letter of Credit Obligations.

"Available Equity Issuance Amount" means, on any date of determination, an amount equal to the net cash proceeds from Earmarked Equity Issuances after the Effective Date not previously applied in accordance with the notice provided by the Borrower to the Administrative Agent pursuant to the definition of "Earmarked Equity Issuance".

"Bank Account Trigger Date" means any date upon which (i) an Event of Default has occurred and is continuing or (ii) the average daily balance of the Revolving Loans plus the Letter of Credit Obligations for the 120 consecutive-day period ending on such date is equal to or greater than $25,000,000.

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

"Blocked Person" has the meaning specified therefor in Section 12.20(c).

"Board" means the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means, with respect to any Person, the board of directors (or comparable managers) of such Person or any committee thereof duly authorized to act on behalf of the board.

"Borrower" has the meaning specified therefor in the preamble hereto.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in Chicago, Illinois are authorized or required to close, provided that, with respect to the borrowing, payment or continuation of, or determination of interest rate on, LIBOR Rate Loans, Business Day shall mean any Business Day which dealings in Dollars may be carried on in the interbank eurodollar markets in New York City and London.

"Capital Expenditures" means, with respect to any Person for any period, the sum of the aggregate of all expenditures by such Person and its Subsidiaries during such period that in accordance with GAAP are or should be included in "property, plant and equipment" or in a similar fixed asset account on its balance sheet, whether such expenditures are paid in cash or financed and including all Capitalized Lease Obligations paid or payable during such period.

"Capital Guideline" means any law, rule, regulation, policy, guideline or directive (whether or not having the force of law and whether or not the failure to comply therewith would be unlawful) of any central bank or Governmental Authority (i) regarding capital adequacy, capital ratios, capital requirements, the calculation of a bank's capital or similar matters, or (ii) affecting the amount of capital required to be obtained or maintained by any Lender, any Person controlling any Lender, or the L/C Issuer or the manner in which any Lender, any Person controlling any Lender, or the L/C Issuer allocates capital to any of its contingent liabilities (including letters of credit), advances, acceptances, commitments, assets or liabilities.

"Capital Stock" means (i) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, and (ii) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person.

"Capitalized Lease" means, with respect to any Person, any lease of real or personal property by such Person as lessee which is (i) required under GAAP to be capitalized on the balance sheet of such Person or (ii) a transaction of a type commonly known as a "synthetic lease" (i.e. a lease transaction that is treated as an operating lease for

accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for federal income tax purposes).

"Capitalized Lease Obligations" means, with respect to any Person, obligations of such Person and its Subsidiaries under Capitalized Leases, and, for purposes hereof, the amount of any such obligation shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash and Cash Equivalents" means all cash and any presently existing or hereafter arising deposit account balances, certificates of deposit or other financial instruments properly classified as cash equivalents under GAAP.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the L/C Issuer and the Lenders, as collateral for the Letter of Credit Obligations, cash or balances in a Letter of Credit Collateral Account equal to 105% of the Letter of Credit Obligations, pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the L/C Issuer. Derivatives of such term have corresponding meanings.

"Casualty Event" means any involuntary loss of title, any involuntary loss of, damage to or any destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any property of the Parent or any of its Subsidiaries. "Casualty Event" shall including, without limitation, any taking of all or any part of any real property of any person or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any Law, or by reason of the temporary requisition of the use or occupancy of all or any part of any real property of any Person or any part thereof by any Governmental Authority, civil or military, or any settlement in lieu thereof.

"Change in Law" has the meaning specified therefor in Section 4.05(b).

"Change of Control" means each occurrence of any of the following:

(a) the Sponsor shall cease to beneficially and of record own and control, directly or indirectly, at least 51% on a fully diluted basis of the aggregate ordinary voting power of the Capital Stock of the Parent;

(b) the Parent shall cease to beneficially and of record own and control 100% on a fully diluted basis of the economic and voting interests in the Capital Stock of the Borrower;

(c) during any 12 month period, individuals who at the beginning of such period constituted the Board of Directors of the Parent (together with any new directors whose election by such Board of Directors or whose nomination for election by the shareholders of the Parent was approved by a vote of at least a majority the directors of the Parent then still in office who were either directors at the beginning of such period, or whose election or nomination for election was previously approved) cease for any reason to constitute a majority of the Board of Directors of the Parent; or

(d) the Parent shall cease to have beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) of 100% of the aggregate voting power of the Capital Stock of each other Loan Party, free and clear of all Liens (other than any Liens granted hereunder and Permitted Liens), except for any shares of Capital Stock of a Foreign Subsidiary issued to directors to qualify such directors if so required by applicable law and as otherwise expressly permitted herein.

"Collateral" means all of the property and assets and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party as security for all or any part of the Obligations.

"Collateral Agent" has the meaning specified therefor in the preamble hereto.

"Compliance Certificate" means a compliance certificate in substantially the form of Exhibit C hereto.

"Consolidated Adjusted Total Leverage Ratio" means, for any period, the ratio of (i) (x) Consolidated Funded Indebtedness of the Parent and its Subsidiaries as of the last day of such period minus (y) the amount of any unrestricted Cash and Cash Equivalents and Liquid Investments (of the types described in clauses (i) through (vi) of the definition thereof) of the Parent and its Subsidiaries that would be stated on the balance sheet of the Parent and its Subsidiaries as of the last day of such period to (ii) Annualized EBITDA of the Parent and its Subsidiaries for such period.

"Consolidated EBITDA" means, with respect to any Person for any period:

(a) the Consolidated Net Income of such Person and its Subsidiaries for such period, (i) plus without duplication, the sum of the following amounts of such Person and its Subsidiaries for such period and to the extent deducted in determining Consolidated Net Income of such Person for such period: (A) Consolidated Net Interest Expense and, to the extent not included therein, agency fees paid to the Administrative Agent or the Collateral Agent, (B) taxes based on income or profits, (C) depreciation expense (excluding depreciation of prepaid cash expenses that were paid in a prior period and added back), (D) amortization expense (excluding amortization of prepaid cash expenses that were paid in a prior period and added back), (E) costs and expenses (including retention bonuses) incurred in connection with the consummation of the Transactions and paid on or around the Effective Date of up to an aggregate amount of $12,000,000, (F) to the extent actually paid during such period, any reasonable, non-recurring, out-of-pocket expenses or charges incurred in connection with any issuance (or proposed issuance) of debt or equity or any refinancing transaction (or proposed refinancing transaction) or any amendment or other modification (or proposed amendment or modification) of any debt instrument, in each case to the extent such transaction is permitted under this

Agreement, (G) to the extent actually paid upon or prior to the consummation of an investment pursuant to Section 7.02(e)(xi) hereof or a Permitted Acquisition, any reasonable, non-recurring out-of-pocket fees and expenses directly related to such investment or Permitted Acquisition, but excluding consideration paid for the Capital

Stock or other assets acquired in any such investment or Permitted Acquisition, (H) to the extent actually paid during such period, the amount of management, monitoring, consulting and advisory fees and related expenses paid to the Sponsor pursuant to the Management Services Agreement as in effect on the date hereof, to the extent permitted to be paid by this Agreement, (I) any impairment charge or asset write-off pursuant to Financial Accounting Standards Board Statement No. 142 or No. 144 and any amortization of intangibles arising pursuant to such Statement No. 141, (J) any non-cash tax losses attributable to the early extinguishment of any Indebtedness or other derivative instruments of the Borrower or any of its Subsidiaries, (K) the aggregate amount of all other non-cash charges reducing Consolidated Net Income, including stock-based compensation expense (excluding any such non-cash charge to the extent that it represents an accrual or reserve for potential cash items in any future period) for such period, and (L) nonrecurring, reasonable, out-of-pocket expenses for the severance and recruitment of senior executives of the Parent and its Subsidiaries so long as the aggregate amount of all such expenses described in this clause (L) does not exceed $5,000,000, and (ii) minus (without duplication) (A) to the extent included in Consolidated Net Income, all interest income, (B) to the extent not deducted as an expense in the calculation of Consolidated Net Income, the aggregate amount paid as dividends pursuant to Section 7.02(h)(A), and (C) the aggregate amount of all other non-cash items increasing Consolidated Net Income (other than (I) the accrual of revenue or recording of receivables in the ordinary course of business and (II) any non-cash item to the extent it represents the reversal of an accrual or reserve for a potential cash item in any prior period) for such period.

(b) Consolidated EBITDA shall be calculated on a Pro Forma Basis to give effect to any Permitted Acquisition and any Disposition consummated at any time on or after the first day of such period as if each such Permitted Acquisition or investment had been effected on the first day of such period and as if each such Disposition had been consummated on the day prior to the first day of such period.

"Consolidated Funded Indebtedness" means, with respect to any Person at any date, all Indebtedness of such Person (without duplication), determined on a consolidated basis in accordance with GAAP, which by its terms matures more than one year after the date of calculation, and any such Indebtedness maturing within one year from such date which is renewable or extendable at the option of such Person to a date more than one year from such date, including, in any event, with respect to the Parent and its Subsidiaries, the Revolving Loans and the Letter of Credit Obligations, provided that Consolidated Funded Indebtedness shall not include Indebtedness described in clauses (q) or (r) of the definition of Permitted Indebtedness.

"Consolidated Interest Coverage Ratio" means, for any Person for any period, the ratio of (a) Annualized EBITDA of the Parent and its Subsidiaries for such period to (b) Consolidated Net Interest Expense for such period.

"Consolidated Net Income" means, with respect to any Person for any period, the net income (loss) of such Person and its Subsidiaries for such period, determined on a consolidated basis and in accordance with GAAP, but excluding from the determination of

Consolidated Net Income (without duplication) (a) any extraordinary or non recurring gains or losses or gains or losses from Dispositions, (b) restructuring charges, (c) any tax refunds, net operating losses or other net tax benefits, (d) effects of discontinued operations, (e) the net income (or loss) of such Person (other than a Subsidiary of the Borrower) in which such Person other than the Parent and its Subsidiaries has an ownership interest, except to the extent of the amount of dividends or other distributions actually paid to and received by the Borrower or (subject to clause (f) below) any of its Subsidiaries by such Person during such period, and (f) the net income of any Subsidiary of the Parent that is not a Loan Party during such period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of that income is not permitted by operation of the terms of any Contractual Obligation, Governing Document or applicable Law, judgment or order applicable to that Subsidiary during such period.

"Consolidated Net Interest Expense" means, with respect to any Person for any period, gross interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis and in accordance with GAAP (including, without limitation, interest expense paid to Affiliates of such Person), less, without duplication, (i) the sum of (A) interest income for such period, (B) gains for such period on Hedging Agreements (to the extent not included in interest income above and to the extent not deducted in the calculation of gross interest expense) and (C) any interest and penalties on tax reserves to the extent such Person has elected to treat such interest or penalties as an interest expense under Financial Accounting Standards Board Accounting Standards Codification 740-10, plus, without duplication, (ii) the sum of (A) losses for such period on Hedging Agreements (to the extent not included in gross interest expense) and (B) the upfront costs or fees for such period associated with Hedging Agreements (to the extent not included in gross interest expense), in each case, determined on a consolidated basis and in accordance with GAAP, provided that Consolidated Net Interest Expense shall be calculated on a Pro Forma Basis to give effect to any Indebtedness incurred, assumed or permanently repaid or extinguished during such period in connection with any Permitted Acquisitions and any Disposition permitted under this Agreement as if such incurrence, assumption, repayment or extinguishing had been effected on the first day of such period. When determining Consolidated Net Interest Expense of the Parent and its Subsidiaries with respect to any period ending prior to June 30, 2011, (I) for the four fiscal quarters ending September 30, 2010, Consolidated Net Interest Expense of the Parent and its Subsidiaries for the fiscal quarter ending September 30, 2010 shall be multiplied by 4, (II) for the four fiscal quarters ending December 31, 2010, Consolidated Net Interest Expense of the Parent and its Subsidiaries for the two fiscal quarters ending December 31, 2010 shall be multiplied by 2, and (III) for the four fiscal quarters ending March 31, 2011, Consolidated Net Interest Expense of the Parent and its Subsidiaries for the three fiscal quarters ending March 31, 2011 shall be multiplied by 4/3.

"Consolidated Total Leverage Ratio" means, for any period, the ratio of (i) (x) Consolidated Funded Indebtedness of the Parent and its Subsidiaries as of the last day of such period minus (y) the amount of any unrestricted Cash and Cash Equivalents and Liquid Investments (of the types described in clauses (i) through (vi) of the definition thereof) of the Parent and its Subsidiaries that exceed $10,000,000 in the aggregate (and

solely to the extent of such excess above $10,000,000) and would be stated on the balance sheet of the Parent and its Subsidiaries as of the last day of such period to (ii) Annualized EBITDA of the Parent and its Subsidiaries for such period.

"Contingent Indemnification Obligations" means contingent, unliquidated indemnification obligations of a Loan Party, to the extent (i) such obligation has not accrued and (ii) no claim has been made or is reasonably anticipated by the Collateral Agent with respect thereto.

"Contingent Obligation" means, with respect to any Person, any obligation of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, (i) the direct or indirect guaranty, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (ii) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement, and (iii) any obligation of such Person, whether or not contingent, (A) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (B) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (C) to purchase property, assets, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (D) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "Contingent Obligation" shall not include any product warranties extended in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation with respect to which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any indenture, mortgage, agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Default" means an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to perform any of its funding obligations hereunder including in respect of its Revolving Loans or participations in respect of Letters of Credit within one Business Day of the date required to be funded by it hereunder, (b) has notified the Borrower or the Administrative Agent that it does not intend

to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit, unless the subject of a good faith dispute, (c) has failed, within one Business Day after request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent, that it will comply with its funding obligations, unless the subject of a good faith dispute, or (d) has, or has a direct or indirect parent company that has, after the Effective Date (i) become the subject of a proceeding under the Bankruptcy Code or any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in that Lender or any direct or indirect parent company thereof by a Governmental Authority.

"Defaulting Lender Excess" means, with respect to any Defaulting Lender, the excess, if any, of such Defaulting Lender's Pro Rata Share of the aggregate outstanding principal amount of Revolving Loans of all Lenders (calculated as if any Defaulting Lenders other than such Defaulting Lender had funded all of their respective Revolving Loans) over the aggregate outstanding principal amount of all Revolving Loans of such Defaulting Lender.

"Defaulting Lender Period" means, with respect to any Defaulting Lender, the period commencing on the date upon which such Lender first became a Defaulting Lender and ending on the earliest of the following dates: (i) the date on which all Revolving Credit Commitments are cancelled or terminated and/or the Obligations are declared or become immediately due and payable and (ii) the date on which (a) such Defaulting Lender is no longer insolvent, the subject of a bankruptcy or insolvency proceeding or, if applicable, under the direction of a receiver or conservator, (b) the Defaulting Lender Excess with respect to such Defaulting Lender shall have been reduced to zero (whether by the funding by such Defaulting Lender of any defaulted Revolving Loans of such Defaulting Lender or otherwise), and (c) such Defaulting Lender shall have delivered to Borrower and the Administrative Agent a written reaffirmation of its intention to honor its obligations hereunder with respect to its Revolving Credit Commitments.

"Disposition" means any transaction, or series of related transactions, pursuant to which any Person or any of its Subsidiaries sells, assigns, transfers or otherwise disposes of any property or assets (whether now owned or hereafter acquired) to any other Person, in each case, whether or not the consideration therefor consists of cash, securities or other assets owned by the acquiring Person, excluding any sales of Inventory in the ordinary course of business.

"Disqualified Capital Stock" means any Capital Stock which, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Capital Stock which is not otherwise Disqualified Capital Stocks), in whole or in part, (iii) provides for scheduled payments or dividends in cash, (iv) contains any repurchase obligation that may come into effect prior to payment in full of all Obligations, or (v) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stocks that would constitute Disqualified Capital Stocks, in each case, prior to the date that is 180 days after the Final Maturity Date, except, in the case of clauses (i) and (ii), if as a result of a change of control or asset sale, so long as any rights of the holders thereof upon the occurrence of such a change of control or asset sale event are subject to the prior payment in full of all Obligations, the cancellation, expiration or Cash Collateralization of all Letters of Credit and the termination of the Revolving Credit Commitments.

"Dollar," "Dollars" and the symbol "$" each means lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary other than a Foreign Subsidiary.

"Earmarked Equity Issuance" means (i) after the Effective Date, the issuance by the Parent of any shares of its Capital Stock to the Ultimate Parent or to a Permitted Holder (or by the Ultimate Parent to a Permitted Holder and a corresponding issuance of shares of Capital Stock by the Parent to the Ultimate Parent), and (ii) the issuance by the Borrower of any shares of its Capital Stock to the Parent and subsequent contribution of such cash proceeds to the Borrower and to Subsidiaries of the Borrower, the purpose of which is to use the proceeds thereof to fund Capital Expenditures, a specified research and development project, a Permitted Acquisition or an investment permitted pursuant to this Agreement, in each case by the Borrower or any of its Subsidiaries to the extent permitted under the Loan Documents, if and to the extent the Borrower has notified the Administrative Agent in writing at the time of any such issuance that the net cash proceeds to be received by the Borrower or a Subsidiary thereof are intended to be used for Capital Expenditures, a specified research and development project, a Permitted Acquisition or an investment permitted pursuant to this Agreement identified in reasonable detail in such notice.

"Effective Date" means the date, on or before May 10, 2010, on which all of the conditions precedent set forth in Section 5.01 are satisfied or waived.

"Employee Plan" means an employee pension benefit plan (as such term is defined in Section 3(2) of ERISA, other than a Multiemployer Plan) covered by Title IV of ERISA and maintained by any Loan Party or ERISA Affiliate (or that was maintained by any Loan Party or ERISA Affiliate (as of the date of determination hereunder) at any time during the six (6) calendar years preceding the date of any borrowing hereunder) for employees of

any Loan Party or any of its ERISA Affiliates. For the avoidance of doubt, "Employee Plan" shall not include an employee pension benefit plan (as such term is defined in Section 3(2) of ERISA, other than a Multiemployer Plan) in which a Loan Party was a participating employer and not the plan sponsor prior to the Effective Date and is not a participating employer following the Effective Date.

"Environmental Actions" means any complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter or other communication from any Person or Governmental Authority involving violations of Environmental Laws or Releases of Hazardous Materials (i) from or onto any assets, properties or businesses owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest, or (ii) at any facility which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Federal Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as such laws may be amended or otherwise modified from time to time, and any other present or future federal, state, local or foreign statute, ordinance, rule, regulation, order, judgment, decree, permit, license or other binding determination of any Governmental Authority imposing liability or establishing standards of conduct for protection of the environment or other government restrictions relating to the protection of the environment or the Release, deposit or migration of any Hazardous Materials into the environment.

"Environmental Liabilities and Costs" means all liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any Governmental Authority or any third party, and which relate to any environmental condition or a Release of Hazardous Materials from or onto (i) any property presently or formerly owned by any Loan Party or any of its Subsidiaries or (ii) any facility which received Hazardous Materials generated or disposed by any Loan Party or any of its Subsidiaries.

"Environmental Lien" means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case, as in effect from time to time. References to sections of ERISA shall be construed also to refer to any successor sections.

"ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a "controlled group" within the meaning of Sections 414(b), (c), (m) and (o) of the Internal Revenue Code.

"Event of Default" means any of the events set forth in Sections 9.01(a) to (n).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Accounts" means (i) deposit accounts that are used for the sole purpose of making payroll, withholding tax and other employee wage and benefit payments to of for the Borrower's or its Subsidiaries' employees, (ii) deposit accounts containing solely trust funds upon which a Lien would be prohibited, (iii) deposit accounts containing solely funds attributable to taxes required by law to be collected or withheld including, without limitation, taxes owing to any Governmental Authority, sales, use and excise taxes, customs duties, import duties and independent customs brokers' charges, and other taxes for which the Borrower or any of its Subsidiaries may become liable, (iv) deposit accounts that are solely disbursement accounts or zero balance accounts in respect of which the applicable deposit bank has refused to execute a deposit account control agreement and (v) other deposit accounts so long as the aggregate amount contained in such deposit accounts does not exceed $1,000,000 at any one time.

"Excluded Taxes" has the meaning specified therefor in Section 2.08(a).

"Executive Order No. 13224" means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended or amended.

"Existing Credit Agreement" means that certain Financing Agreement dated as of January 8, 2008 among the Borrower, the Guarantors, Ableco Finance LLC, as collateral agent, PNC Bank, National Association, as administrative agent, and the lenders from time to time party thereto.

"Facility" means the real property located at 331 Treble Cove Road, North Billerica, Massachusetts, including, without limitation, the land on which such facility is located, all buildings and other improvements thereon, all fixtures located at or used in connection with such facility, all whether now or hereafter existing.

"FDA" means the United States Food and Drug Administration.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

"Fee Letter" means the Fee Letter, dated as of the date hereof, by and among the Borrower and the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent.

"Final Maturity Date" means May 10, 2014, or such earlier date on which all Revolving Loans shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents.

"Fiscal Year" means the fiscal year of the Parent and its Subsidiaries ending on December 31 of each year.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

"Funds Transfer and Deposit Account Liability" means the liability of any Loan Party owing to any of the Lenders, or any Affiliates of such Lenders, arising out of (a) the execution or processing of electronic transfers of funds by automatic clearing house transfer, wire transfer or otherwise to or from deposit accounts of any Loan Party now or hereafter maintained with any of the Lenders or their Affiliates, (b) the acceptance for deposit or the honoring for payment of any check, draft or other item with respect to any such deposit accounts, and (c) any other deposit, disbursement, and cash management services afforded to any Loan Party by any of such Lenders or their Affiliates.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States, applied on a consistent basis, provided that for the purpose of Section 7.03 hereof and the definitions used therein, "GAAP" shall mean generally accepted accounting principles in effect on the date hereof, provided further, that if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 7.03 hereof, the Administrative Agent and the Borrower shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant with the intent of having the respective positions of the Lenders and the Borrower after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 7.03 hereof shall be calculated as if no such change in GAAP has occurred.

"Governing Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization; and operating agreement; (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and (d) with respect to any of the entities described above, any other agreement, instrument, filing or notice with respect thereto filed in connection with its formation or

organization with the applicable Governmental Authority in the jurisdiction of its formation or organization.

"Governmental Authority" means, collectively, any nation or government, any federal, state, city, town, municipality, county, local or other political subdivision thereof or thereto and any department, commission, board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranteed Obligations" has the meaning specified therefor in Section 11.01.

"Guarantor" means (i) the Parent and each Subsidiary of the Parent listed as a "Guarantor" on the signature pages hereto, and (ii) each other Person which guarantees, pursuant to Section 7.01(b) or otherwise, all or any part of the Obligations.

"Guaranty" means (i) the guaranty of each Guarantor party hereto contained in ARTICLE XI hereof, and (ii) each guaranty substantially in the form of Exhibit A, made by any other Guarantor in favor of the Collateral Agent for the benefit of the Agents and the Lenders pursuant to Section 7.01(b) or otherwise.

"Hazardous Material" means (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste or special or solid waste under Environmental Laws or that is likely to cause immediately, or at some future time, harm to or have an adverse effect on, the environment or risk to human health or safety, including, without limitation, any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law; (b) petroleum and its refined products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws.

"Hedging Agreement" means any interest rate, foreign currency, commodity or equity swap, collar, cap, floor or forward rate agreement, or other agreement or arrangement designed to protect against fluctuations in interest rates or currency, commodity or equity values (including, without limitation, any option with respect to any of the foregoing and any combination of the foregoing agreements or arrangements), and any confirmation executed in connection with any such agreement or arrangement.

"Hedging Liability" means the liability of any Loan Party to any of the Lenders, or any Affiliates of such Lenders, in respect of any interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option agreement, or any other similar interest rate, currency or commodity hedging arrangement, as the Borrower

or such Subsidiary, as the case may be, may from time to time enter into with any one or more of the Lenders party to this Agreement or their Affiliates.

"Highest Lawful Rate" means, with respect to any Agent or any Lender, the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Obligations under laws applicable to such Agent or such Lender which are currently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

"Indebtedness" means, with respect to any Person, without duplication, (i) all indebtedness of such Person for borrowed money; (ii) all obligations of such Person for the deferred purchase price of property or services (other than trade payables or other accounts payable incurred in the ordinary course of such Person's business); (iii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments or upon which interest payments are customarily made; (iv) all reimbursement, payment or other obligations and liabilities of such Person created or arising under any conditional sales or other title retention agreement with respect to property used and/or acquired by such Person, even though the rights and remedies of the lessor, seller and/or lender thereunder may be limited to repossession or sale of such property; (v) all Capitalized Lease Obligations of such Person; (vi) all obligations and liabilities, contingent or otherwise, of such Person, in respect of letters of credit, acceptances and similar facilities; (vii) all net payment obligations of such Person under any Hedging Agreements, calculated as of any date as if such Hedging Agreement were terminated as of such date; (viii) all monetary obligations under any receivables factoring, receivable sales or similar transactions and all monetary obligations under any synthetic lease, tax ownership/operating lease, off-balance sheet financing or similar financing; (ix) all Contingent Obligations; (x) Disqualified Capital Stock; and (xi) all obligations referred to in clauses (i) through (x) of this definition of another Person secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien upon property owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness. The Indebtedness of any Person shall include the Indebtedness of any partnership of or joint venture in which such Person is a general partner or a joint venturer, to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Indemnified Matters" has the meaning specified therefor in Section 12.15.

"Indemnified Taxes" means all Taxes other than Excluded Taxes.

"Indemnitees" has the meaning specified therefor in Section 12.15.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other bankruptcy or

insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, or extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

"Interest Period" means, with respect to any LIBOR Rate Loan, the period commencing on the borrowing date or the date of any continuation of such LIBOR Rate Loan, as the case may be, and ending one (1), two (2), three (3) or six (6) months thereafter, provided that (i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) no Interest Period for any LIBOR Rate Loan shall end after the Final Maturity Date, and (iii) no more than five (5) Interest Periods in the aggregate for the Borrower may exist at any one time.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended (or any successor statute thereto) and the regulations thereunder.

"Inventory" means, with respect to any Person, all goods and merchandise of such Person, including, without limitation, all raw materials, work-in-process, packaging, supplies, materials and finished goods of every nature used or usable in connection with the shipping, storing, advertising or sale of such goods and merchandise, whether now owned or hereafter acquired, and all such other property the sale or other disposition of which would give rise to an Account Receivable or cash.

"Joint Venture" has the meaning specified therefor in Section 7.02(e)(xi).

"L/C Issuer" means Bank of Montreal or such other bank as the Administrative Agent may select which is reasonably satisfactory to the Borrower.

"L/C Subfacility" means that portion of the Total Revolving Credit Commitment equal to $15,000,000.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, regulations, ordinances, codes and binding guidelines, binding administrative or judicial precedents or authorities, including, where appropriate, the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

"Lease" means any lease of real property to which any Loan Party or any of its Subsidiaries is a party as lessor or lessee.

"Lender" has the meaning specified therefor in the preamble hereto.

"Letter of Credit" has the meaning specified therefor in Section 3.01(a).

"Letter of Credit Application" has the meaning specified therefor in Section 3.01(b).

"Letter of Credit Collateral Account" means an account under the sole and exclusive control of the Administrative Agent for the benefit of the Administrative Agent, the Lenders and/or the L/C Issuer.

"Letter of Credit Fee" has the meaning specified therefor in Section 3.02(a).

"Letter of Credit Obligations" means, at any time and without duplication, the sum of (i) the Reimbursement Obligations at such time, plus (ii) the aggregate maximum amount available for drawing under the Letters of Credit outstanding at such time.

"LIBOR" means, for an Interest Period for a LIBOR Rate Loan, (a) the LIBOR Index Rate for such Interest Period, if such rate is available, and (b) if the LIBOR Index Rate cannot be determined, the arithmetic average of the rates of interest per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) at which deposits in Dollars in immediately available funds are offered to the Administrative Agent at 11:00 a.m. (London, England time) two (2) Business Days before the beginning of such Interest Period by three (3) or more major banks in the interbank eurodollar market selected by the Administrative Agent for delivery on the first day of and for a period equal to such Interest Period and in an amount equal or comparable to the principal amount of the LIBOR Rate Loan scheduled to be made.

"LIBOR Index Rate" means, for any Interest Period, the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in Dollars for a period equal to such Interest Period, which appears on the LIBOR01 Page as of 11:00 a.m. (London, England time) on the day two (2) Business Days before the commencement of such Interest Period.

"LIBOR Rate" means a rate per annum equal to the greater of (a) 1.50% and (b) the rate determined in accordance with the following formula:

$$\text{LIBOR Rate} = \frac{\text{LIBOR}}{\text{1- Reserve Percentage}}$$

"LIBOR Rate Loan" means a Revolving Loan bearing interest calculated based upon the LIBOR Rate.

"Lien" means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

"Liquid Investments" means (i) securities issued, or directly, unconditionally and fully guaranteed or insured, by the United States, or any state or commonwealth thereof, or any agency or instrumentality thereof (provided that the full faith and credit of the United States, such state or commonwealth or such member nation, as applicable, is pledged in support thereof) having maturities of not more than one year from the date of acquisition by

such Person; (ii) time deposits and certificates of deposit of any Lender or any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, capital and surplus aggregating in excess of $500.0 million and a rating of "A" (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than six months from the date of acquisition by such Person; (iii) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (i) above entered into with any person meeting the qualifications specified in clause (ii) above, which repurchase obligations are secured by a valid perfected security interest in the underlying securities; (iv) commercial paper and fixed or variable notes issued by any Person meeting the qualifications specified in clause (ii) above or incorporated in the United States rated at least A1 or the equivalent thereof by Standard & Poor's Rating Service or at least P1 or the equivalent thereof by Moody's Investors Service Inc., and in each case maturing not more than six months after the date of acquisition by such Person; (v) investments in money market funds at least 95% of whose assets are comprised of securities of the types described in clauses (i) through (iv) above; (vi) demand deposit accounts maintained in the ordinary course of business with a commercial bank meeting the qualifications specified in clause (ii) above; and (vii) other high quality investments equivalent to those referred to in clauses (i) through (vi) above denominated in foreign currencies customarily used by persons for cash management purposes in any country outside of the United States and maturing not more than one year after the date of acquisition by such Person, provided that in any case such country is a member of the Organization for Economic Cooperation and Development.

"Loan Account" means an account maintained hereunder by the Administrative Agent on its books of account at the Payment Office, and with respect to the Borrower, in which the Borrower will be charged with all Revolving Loans made to, and all other Obligations incurred by, the Borrower.

"Loan Document" means this Agreement, the Fee Letter, any Guaranty, any Security Agreement, any Mortgage, any Letter of Credit Application, any Seller Note Subordination Agreement, and any other agreement, instrument, and other document executed and delivered pursuant hereto or thereto or otherwise evidencing or securing any Revolving Loan, any Letter of Credit Obligation or any other Obligation, any Hedging Liability, or any Funds Transfer and Deposit Account Liability.

"Loan Party" means the Borrower and any Guarantor.

"Management Services Agreement" shall mean the Advisory Services and Monitoring Agreement, dated as of January 8, 2008, by and among the Borrower and Avista Capital Holdings, LP.

"Material Adverse Effect" means a material adverse effect on any of (i) the operations, business, assets, properties or financial condition of the Loan Parties taken as a whole, (ii) the ability of the Loan Parties taken as a whole to perform any of their obligations

under any Loan Document to which it is a party, (iii) the legality, validity or enforceability of this Agreement or any other Loan Document, (iv) the rights and remedies of any Agent or any Lender under any Loan Document or (v) the validity, perfection or priority of a Lien in favor of the Collateral Agent for the benefit of the Lenders on any of the Collateral with a fair market value exceeding $5,000,000, except to the extent that any such loss of perfection or priority results solely and directly from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing Capital Stock pledged to it or to file Uniform Commercial Code continuation statements.

"Mortgage" means a mortgage (including, without limitation, a leasehold mortgage), deed of trust or deed to secure debt, in form and substance reasonably satisfactory to the Collateral Agent, made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, securing the Obligations and delivered to the Collateral Agent pursuant to Section 7.01(b), Section 7.01(m) or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which any Loan Party or any of its ERISA Affiliates has contributed to, or has been obligated to contribute, at any time during the preceding six (6) years.

"New Lending Office" has the meaning specified therefor in Section 2.08(d).

"Non-U.S. Lender" has the meaning specified therefor in Section 2.08(d).

"Normalized Moly Supply Level" means a supply level for the Loan Parties of Molybdenum-99 that results from the NRU reactor located in Chalk River, Ontario having returned to service and corresponds to (or exceeds) the supply level for Molybdenum-99 that existed before the shutdown of the NRU reactor located in Chalk River, Ontario.

"Notice of Borrowing" has the meaning specified therefor in Section 2.02(a).

"NRC" means the United States Nuclear Regulatory Commission.

"Obligations" means (i) all present and future indebtedness, obligations, and liabilities of each Loan Party to the Agents and the Lenders or any of them, whether or not the right of payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, unsecured, and whether or not such claim is discharged, stayed or otherwise affected by any proceeding referred to in Section 9.01, (ii) all Hedging Liability and (iii) all Funds Transfer and Deposit Account Liability. Without limiting the generality of the foregoing, the Obligations of each Loan Party under the Loan Documents include (a) the obligation to pay principal, interest, charges, expenses, fees, attorneys' fees (including the fees provided for in the Fee Letter) and disbursements, indemnities and other amounts payable by such Person under the Loan Documents, and (b) the obligation of such Person to reimburse any amount in respect of any of the foregoing that any Agent or any Lender (in its sole discretion) may elect to pay or advance on behalf of such Person.

"Other Taxes" has the meaning specified therefor in Section 2.08(b).

"Parent" has the meaning specified therefor in the preamble hereto.

"Participant Register" has the meaning specified therefor in Section 12.07(g).

"Participating Interest" has the meaning specified therefor in Section 3.01(e).

"Participating Lender" has the meaning specified therefor in Section 3.01(e).

"Payment Office" means the Administrative Agent's office located at Chicago, Illinois, or at such other office or offices of the Administrative Agent as may be designated in writing from time to time by the Administrative Agent to the Collateral Agent and the Borrower.

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Permitted Acquisition" means an Acquisition by the Borrower or any of its Subsidiaries if each of the following conditions shall have been satisfied:

(a) no Default or Event of Default then exists or would result therefrom;

(b) after giving effect to such Acquisition on a Pro Forma Basis, the Parent shall be in compliance with all covenants set forth in Section 7.03 recomputed as at the last day of the most recently ended fiscal quarter of the Parent for which financial statements are available (assuming, for purposes of Section 7.03, that such transaction, and all other Permitted Acquisitions consummated since the first day of the relevant period for the testing of each of the financial covenants set forth in Section 7.03 ending on or prior to the date of such transaction, had occurred on the first day of such relevant fiscal period);

(c) the Board of Directors of the Person to be acquired shall not have indicated publicly its opposition to the consummation of such Acquisition (which opposition has not been publicly withdrawn);

(d) all transactions in connection therewith shall be consummated in accordance with all applicable Laws;

(e) the Borrower shall have furnished to the Agents at least 3 Business Days prior to the consummation of such Acquisition (i) an executed term sheet and/or commitment letter (setting forth in reasonable detail the terms and conditions of such Acquisition) and, at the request of any Agent, such other information and documents that any Agent may reasonably request, including, without limitation, executed counterparts of the respective agreements, instruments or other documents pursuant to which such Acquisition is to be consummated (including, without limitation, any related management, non-compete, employment, option or other material agreements), any schedules to such agreements, instruments or other documents, all organizational documents of the Person or business to be

acquired (the "Target") and all other material ancillary agreements, instruments or other documents to be executed or delivered in connection therewith, (ii) if the Purchase Price for such Acquisition is more than $20,000,000, pro forma financial statements of the Parent and its Subsidiaries after the consummation of such Acquisition, and pro forma financial statements of the Target to the extent available, (iii) a certificate of a senior financial officer of the Parent, demonstrating on a Pro Forma Basis compliance with all covenants set forth in Section 7.03 hereof immediately after the consummation of such Acquisition, and (iv) copies of such other material agreements, instruments or other documents (including, without limitation, the Loan Documents required by Section 7.01(b)) as any Agent shall reasonably request;

(f) the Target and any Subsidiary formed as a result of such Acquisition shall be engaged in the same or a related business as the Loan Parties and as described in Section 7.02(d), and any such Subsidiary will be a direct, Wholly-Owned Subsidiary of a Loan Party;

(g) such Acquisition shall be effected in such a manner so that the acquired Capital Stock or assets are owned either by a Loan Party or a Wholly Owned Subsidiary of a Loan Party and, if effected by merger or consolidation involving a Loan Party, such Loan Party shall be the continuing or surviving Person;

(h) any such Target (and its equityholders) shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b);

(i) any such Target shall be an entity organized under the laws of the United States, any State thereof, Canada, any province thereof or any other country that is a member of the Organization for Economic Cooperation and Development; and

(j) the aggregate Purchase Price (i) for any such Acquisition effected after the Effective Date shall not exceed $50,000,000, and (ii) for all such Acquisitions effected after the Effective Date shall not exceed $100,000,000.

"Permitted Additional Debt" means Indebtedness incurred after the Effective Date, so long as (i) such Indebtedness is unsecured, (ii) the principal amount of such Indebtedness does not exceed $225,000,000 in the aggregate, (iii) no Event of Default exists after giving effect to the incurrence of such Indebtedness, (iv) the Consolidated Interest Coverage Ratio, calculated on a Pro Forma Basis after giving effect to the incurrence of such Indebtedness, is not less than 2.00:1.00, (v) such Indebtedness has no scheduled principal amortization and matures no sooner than one year following the Final Maturity Date and (vi) such Indebtedness is evidenced by documentation containing covenants and defaults that are not materially more onerous or burdensome to the Loan Parties taken as a whole than the covenants and defaults in respect of this Agreement or the Senior Notes.

"Permitted Holder" means (i) the Sponsor, (ii) the members of management of any Loan Party and such Person's Affiliates and Related Funds, and (iii) any limited partner of the Sponsor and any other Person that the Sponsor reasonably anticipates in good faith

will be a limited partner of the Sponsor (together with the Affiliates and Related Funds of the foregoing).

"Permitted Indebtedness" means:

(a) any Indebtedness owing to any Agent and any Lender under this Agreement and the other Loan Documents;

(b) the Senior Notes and any Permitted Refinancing Indebtedness in respect of the Senior Notes;

(c) any other Indebtedness listed on Schedule 7.02(b), and the Permitted Refinancing Indebtedness in respect of such Indebtedness;

(d) Indebtedness evidenced by Capitalized Lease Obligations entered into in order to finance Capital Expenditures made by the Subsidiaries of the Parent in accordance with the provisions of Section 7.02(g), which Indebtedness, when aggregated with the principal amount of all Indebtedness incurred under this clause (d) and clause (e) of this definition, does not exceed $25,000,000 at any time outstanding;

(e) Indebtedness permitted by clause (e) of the definition of "Permitted Lien";

(f) Indebtedness permitted under Section 7.02(e);

(g) Indebtedness of the Subsidiaries of the Parent that may be deemed to exist pursuant to any guaranties, bid, performance, surety, statutory or appeal bonds or similar obligations incurred in the ordinary course of business;

(h) Contingent Obligations of the Borrower or any of its Subsidiaries in respect of Indebtedness expressly permitted hereunder, provided that (i) the Borrower and the Subsidiary Guarantors may incur Contingent Obligations in respect of the Indebtedness of the Foreign Subsidiaries only if the aggregate principal amount of such Contingent Obligations, when combined with the investments, loans and investments outstanding pursuant to clause (ii) of Section 7.02(e), do not exceed $25,000,000 at any time, and (ii) a Subsidiary of the Parent shall not guarantee any Subordinated Indebtedness unless (A) such guarantee of the Subordinated Indebtedness is subordinated to the Obligations of such Subsidiary under the Loan Documents on terms no less favorable taken as a whole to the Lenders than the subordination provisions applicable to such Subordinated Indebtedness and (B) such guarantee of the Subordinated Indebtedness provides for the release and termination thereof, without action by any party, upon any release and termination of such guarantee of the Obligations in connection with the exercise by the Collateral Agent of any enforcement rights or powers under the Loan Documents after the occurrence and during the continuance of an Event of Default;

(i) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with deposit accounts and other cash management obligations, so

long as such Indebtedness (i) is not for borrowed money, (ii) is incurred in the ordinary course of business and (iii) is not outstanding for more than 5 Business Days;

(j) Indebtedness of the Subsidiaries of the Parent under any Hedging Agreement, provided that (i) such Hedging Agreements are used solely as part of its normal business operations as a risk management strategy or hedge against changes resulting from market operations, and not as a means to speculate for investments purposes and trends and shifts in financial or commodities markets or for taking a "market view", and (ii) such Hedging Agreements do not contain any provision exonerating the non-defaulting party from its obligation to make payments on outstanding transactions to the defaulting party;

(k) Indebtedness under Seller Notes issued by a Loan Party after the Effective Date in connection with a Permitted Acquisition, provided that (i) both immediately prior and after the issuance thereof no Default or Event of Default shall exist or result therefrom, (ii) no more than $25,000,000 aggregate principal amount of Indebtedness may be outstanding under this clause (k) at any time, (iii) such Seller Notes shall be unsecured and (iv) except for Seller Notes that do not require any principal amortization and mature no sooner than one year following the Final Maturity date, such Seller Notes shall be subject to a Seller Note Subordination Agreement;

(l) endorsement of items for deposit or collection of commercial paper received in the ordinary course of business;

(m) Indebtedness (i) owed to an insurance company or an Affiliate thereof for the financing of insurance premiums, or (ii) in the form of take-or-pay obligations contained in supply arrangements in the ordinary course of business;

(n) Indebtedness assumed in connection with any Permitted Acquisition; provided that (i) such Indebtedness is not incurred in contemplation of such Permitted Acquisition, (ii) such Indebtedness is not guaranteed in any respect by the Parent or any of its Subsidiaries, and any Permitted Refinancing Indebtedness in respect of such Indebtedness, and (iii) no more than $25,000,000 aggregate principal amount of Indebtedness may be outstanding under this clause (n) at any time;

(o) Indebtedness for indemnification, adjustment of purchase price or similar obligations of the Loan Parties arising under any agreement with respect to a Permitted Acquisition or a Disposition permitted by Section 7.02(c)(ii);

(p) unsecured Subordinated Indebtedness consisting of promissory notes issued by the Parent to current or former employees, officers or management personnel of the Loan Parties, or such employees', officers' or management personnel's respective estates, heirs, permitted transferees, spouses or former spouses to finance the purchase or redemption of Capital Stock of the Parent permitted by Section 7.02(h);

(q) Indebtedness with respect to a guarantee, surety bond or other Contingent Obligation, in form and substance sufficient to satisfy the requirements set forth

at 10 CFR 30.35 or comparable state regulations, as applicable, the face amount of which shall be adjusted from time to time in accordance with applicable regulations to reflect adjustments to the decommissioning funding plan for the Facility;

(r) Indebtedness of any Foreign Subsidiary of the Borrower for working capital owed to a third party (other than a Loan Party or an Affiliate of a Loan Party) in an aggregate principal amount at any time outstanding not to exceed $15,000,000 for all Foreign Subsidiaries;

(s) Indebtedness representing deferred compensation for employees and officers of the Parent or its Subsidiaries in an aggregate principal amount at any time outstanding not to exceed $5,000,000;

(t) Permitted Additional Debt;

(u) other Indebtedness of the Loan Parties and their Subsidiaries in an aggregate amount that does not exceed $15,000,000 at any time outstanding; and

(v) other unsecured Indebtedness, where (i) the Consolidated Total Leverage Ratio for the Parent and its Subsidiaries for the then most recently ended four full fiscal quarters for which internal financial statements are available, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom) as if the additional Indebtedness had been incurred and the application of proceeds therefrom had occurred at the beginning of such four-quarter period, is not greater than 3.00:1.00, (ii) no Event of Default exists after giving effect to the incurrence of such Indebtedness, (iii) such Indebtedness has no scheduled principal amortization and matures no sooner than one year following the Final Maturity Date and (iv) such Indebtedness is evidenced by documentation containing covenants and defaults that are not materially more onerous or burdensome to the Loan Parties taken as a whole than the covenants and defaults in respect of this Agreement or the Senior Notes.

"Permitted Liens" means:

(a) Liens securing the Obligations;

(b) Liens for taxes, assessments and governmental charges the payment of which is not yet required under Section 7.01(c);

(c) Liens (other than any Lien imposed by ERISA) imposed by law, such as carriers', warehousemen's, mechanics', landlord's, materialmen's and other similar Liens, in each case arising in the ordinary course of business and securing obligations (other than Indebtedness for borrowed money) that are not overdue by more than 30 days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and a reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens described on Schedule 7.02(a), provided that (i) no such Lien shall at any time be extended to cover any additional property not subject thereto on the Effective Date and improvements thereon, and (ii) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced other than in accordance with clause (c) of the definition of Permitted Indebtedness;

(e) (i) purchase money Liens on equipment acquired or held by any Loan Party or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such equipment or Indebtedness incurred solely for the purpose of financing the acquisition of such equipment or (ii) Liens existing on such equipment at the time of its acquisition; provided, however, that (A) no such Lien shall extend to or cover any other property of any Loan Party or any of its Subsidiaries, (B) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 100% of the fair market value or the cost of the property so held or acquired and (C) the aggregate principal amount of Indebtedness secured by any or all such Liens shall not exceed at any one time outstanding $25,000,000;

(f) deposits and pledges of cash securing (i) obligations incurred in respect of workers' compensation, unemployment insurance or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the payment of money) and statutory obligations or (iii) obligations on surety or appeal bonds, but only to the extent such deposits or pledges are made or otherwise arise in the ordinary course of business and secure obligations not past due;

(g) easements, zoning restrictions and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use by any Loan Party or any of its Subsidiaries in the normal conduct of such Person's business;

(h) Liens arising out of judgments, attachments or awards not constituting an Event of Default hereunder, so long as the enforcement of any such Lien on any Collateral is stayed;

(i) any interest or title of a lessor or sublessor under any operating lease or sublease to the Parent or any of its Subsidiaries and any contractual obligations relating thereto, in each case not involving the incurrence of Indebtedness, and any lease or sublease granted by the Borrower or any of its Subsidiaries in the ordinary course of its business that is not otherwise prohibited by this Agreement and not interfering in any respect with the ordinary conduct of the business of the Borrower or such Subsidiary;

(j) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property entered into in the ordinary course of business, in each case not involving the incurrence of Indebtedness;

(k) licenses or sublicenses of patents, trademarks and other intellectual property rights granted by the Parent or any of its Subsidiaries in the ordinary course of

business and not interfering in any respect with the ordinary conduct of the business of the Parent or such Subsidiary;

(l) Liens in favor of an insurer or an Affiliate thereof (or other Persons financing the payment of insurance premiums) for the premiums payable in respect of insurance policies issued by such insurer; provided that such Liens are limited to such insurance policies, premium refunds and the proceeds of such insurance policies;

(m) (i) customary bankers' Liens, rights of setoff and other similar Liens existing solely with respect to Cash and Cash Equivalents and Liquid Investments on deposit in one or more accounts maintained by the Parent or any of its Subsidiaries, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements; provided that unless such Liens are nonconsensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) any Indebtedness, and (ii) Liens of a collection bank arising under Section 4-210 of the UCC on items in the course of collection;

(n) Liens on property of a Person existing at the time (i) such Person is merged with or into or consolidated with a Subsidiary of the Parent or (ii) such Subsidiary of the Parent acquires the Capital Stock of such Person; provided that in each case such Liens (A) were in existence prior to and were not incurred in connection with or in contemplation of such merger, consolidation or acquisition, (B) do not secure Indebtedness other than Indebtedness permitted by clause (n) of the definition of Permitted Indebtedness and (C) do not encumber or extend to any Collateral or any other assets other than the assets acquired by, or the assets of, the Person merged into or consolidated with or acquired by such Subsidiary;

(o) Liens solely on any cash earnest money deposits made by a Subsidiary of the Parent in connection with any letter of intent or purchase agreement for a Permitted Acquisition;

(p) Liens on assets of Foreign Subsidiaries securing Indebtedness permitted by clause (r) of the definition of Permitted Indebtedness;

(q) Liens securing Indebtedness permitted by subsection (d) of the definition of Permitted Indebtedness; and

(r) other Liens not otherwise permitted by this Section, provided that the aggregate amount of obligations secured thereby does not exceed $15,000,000.

"Permitted Refinancing Indebtedness" means, in respect of any Indebtedness (the "Original Indebtedness"), Indebtedness the net proceeds of which are applied to refund, refinance, repurchase or retire such Original Indebtedness; provided that: (a) no Subsidiary of the Parent that shall not have been and shall not have been required to be liable (whether

as an obligor or under a guarantee) for such Original Indebtedness shall be liable for such Permitted Refinancing Indebtedness; (b) such Permitted Refinancing Indebtedness shall not include (i) restrictions on the payment of dividends or the making or repayment of loans or advances by Subsidiaries and (ii) default provisions, in each case that are materially less favorable to the Loan Parties or the Lenders than the corresponding restrictions, if any, and the default provisions contained in the documentation governing such Original Indebtedness; (c) if such Original Indebtedness shall have been subordinated to the Obligations, such Permitted Refinancing Indebtedness shall also be subordinated to the Obligations on customary terms not less favorable to the Lenders; (d) such Permitted Refinancing Indebtedness shall not mature, and shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof prior to the maturity of such Original Indebtedness (except, in each case, upon the occurrence of an event of default, a change in control or a similar event under the documentation governing such Permitted Refinancing Indebtedness) and such Permitted Refinancing Indebtedness shall not shorten the weighted average life of such Original Indebtedness; (e) such Permitted Refinancing Indebtedness shall be in an aggregate principal amount that is equal to or less than the aggregate principal amount of such Original Indebtedness then outstanding (plus accrued interest and premiums thereon and any reasonable fees and expenses related to the issuance of such Permitted Refinancing Indebtedness); (f) if such Original Indebtedness shall have been unsecured, such Permitted Refinancing Indebtedness shall also be unsecured; and (g) the interest rate and fees payable with respect to such Permitted Refinancing Indebtedness shall be on then current market terms.

"Permitted Tax Distributions" means payments, dividends or distributions by the Borrower to the Parent and by the Parent to the Ultimate Parent in order to permit the Ultimate Parent to pay consolidated, combined or unitary foreign, federal, state or local taxes not payable directly by the Parent, the Borrower or any of their Subsidiaries, which payments by the Parent and the Borrower to the Ultimate Parent are not in excess of the tax liabilities that would have been payable by the Parent, the Borrower and their Subsidiaries as if such entities reported and paid such taxes on a consolidated basis solely with one another.

"Person" means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other enterprise or entity or Governmental Authority.

"Plan" means any Employee Plan or Multiemployer Plan.

"Post-Default Rate" means a rate of interest per annum equal to the rate of interest otherwise in effect from time to time pursuant to the terms of this Agreement plus 2.0%, or, if a rate of interest is not otherwise in effect, interest at the highest rate specified herein for any Revolving Loan then outstanding prior to an Event of Default plus 2.0%.

"Pro Forma Basis" means on a basis in accordance with GAAP and Regulation S-X or on a basis that is otherwise reasonably satisfactory to the Administrative Agent

(including in a manner that includes such other pro forma expense and cost savings as are approved by the Administrative Agent in its reasonable discretion).

"Pro Rata Share" means the percentage obtained by dividing (i) such Lender's Revolving Credit Commitment, by (ii) the Total Revolving Credit Commitment, provided, that, if the Total Revolving Credit Commitment has been reduced to zero, the numerator shall be the aggregate unpaid principal amount of such Lender's Revolving Loans and its interest in the Letter of Credit Obligations and the denominator shall be the aggregate unpaid principal amount of all Revolving Loans and Letter of Credit Obligations.

"Products" means any radiopharmaceuticals, nuclear, ultrasound or other imaging agents, and technetium generators, including, without limitation, Ablavar, Cardiolite, Definity, Gallium, Miraluma, Neurolite, Technelite, Thallium, Xenon and any research and development pipeline products.

"Purchase Price" means, with respect to any Acquisition, an amount equal to the sum of (i) the aggregate consideration, whether cash, property or securities (including, without limitation, the fair market value of any Capital Stock of any Loan Party or any of its Subsidiaries issued in connection with such acquisition), paid or delivered by the Parent or any of its Subsidiaries (whether as initial consideration or through the payment or disposition of deferred consideration, including, without limitation, in the form of seller financing, royalty payments (other than bona fide royalty payments), payments allocated towards non-compete covenants, payments to principals for consulting services or other similar payments) in connection with such Acquisition, plus (ii) the aggregate principal amount of the Seller Notes issued in connection with such Acquisition.

"Qualified Capital Stock" of any person shall mean any Capital Stock of such Person that is not Disqualified Capital Stock.

"Rating Agencies" has the meaning specified therefor in Section 2.07.

"Reference Rate" means, for any day, the rate per annum equal to the greatest of: (a) the rate of interest announced or otherwise established by the Administrative Agent from time to time as its prime commercial rate, or its equivalent, for Dollar loans to borrowers located in the United States as in effect on such day, with any change in the Reference Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate (it being acknowledged and agreed that such rate may not be the Administrative Agent's best or lowest rate), (b) the sum of (i) the rate determined by the Administrative Agent to be the average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Administrative Agent at approximately 10:00 a.m. (Chicago time) (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Administrative Agent for sale to the Administrative Agent at face value of Federal funds in the secondary market in an amount equal or comparable to the principal amount for which such rate is being determined, *plus* (ii) 1/2 of 1% and (c) 2.50%.

"Reference Rate Loan" means a Revolving Loan bearing interest calculated based upon the Reference Rate.

"Register" has the meaning specified therefor in Section 12.07(d).

"Registered Loans" has the meaning specified therefor in Section 12.07(d).

"Regulation S-X" means Regulation S-X promulgated under the Securities Act.

"Regulation T", "Regulation U" and "Regulation X" mean, respectively, Regulations T, U and X of the Board or any successor, as the same may be amended or supplemented from time to time.

"Reimbursement Obligations" has the meaning specified therefor in Section 3.01(c).

"Related Fund" means, with respect to any Person, an Affiliate of such Person, or a fund or account managed by such Person or an Affiliate of such Person.

"Related Party Assignment" has the meaning specified therefor in Section 12.07(b).

"Related Party Register" has the meaning specified therefor in Section 12.07(d).

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, migrating, dumping or disposing of any Hazardous Material (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Material) into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through or in the ambient air, soil, surface or ground water, or property.

"Remedial Action" means all actions taken to (i) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (ii) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (iii) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (iv) perform any other actions authorized by 42 U.S.C. § 9601.

"Reportable Event" means an event described in Section 4043 of ERISA (other than an event not subject to the provision for 30-day notice to the PBGC or for which the 30-day notice period is waived under the regulations promulgated under such Section).

"Required Lenders" means Lenders whose Pro Rata Shares aggregate at least sixty-six and two thirds percent (66 2/3%).

"Reserve Percentage" means the maximum reserve percentage, expressed as a decimal, at which reserves (including, without limitation, any emergency, marginal, special, and supplemental reserves) are imposed by the Board of Governors of the Federal Reserve System (or any successor) on "eurocurrency liabilities", as defined in such Board's Regulation D (or any successor thereto), subject to any amendments of such reserve requirement by such Board or its successor, taking into account any transitional adjustments thereto. For purposes of this definition, the relevant Revolving Loans shall be deemed to be "eurocurrency liabilities" as defined in Regulation D without benefit or credit for any prorations, exemptions or offsets under Regulation D. The Eurodollar Reserve Percentage shall be adjusted automatically on and as of the effective date of any change in any such reserve percentage.

"Reuters Screen LIBOR01" means the display designated as "LIBOR01 Page" on the Reuters Service (or such other page as may replace the LIBOR01 Page on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying British Bankers' Association Interest Settlement Rates for Dollar deposits).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans to the Borrower in the amount set forth opposite such Lender's name in Schedule 1.01(A) hereto, as such amount may be terminated or reduced from time to time in accordance with the terms of this Agreement.

"Revolving Loan" means a loan made by a Lender to the Borrower pursuant to Section 2.01(a).

"SEC" means the Securities and Exchange Commission or any other similar or successor agency of the federal government administering the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect from time to time.

"Securitization" has the meaning specified therefor in Section 2.07.

"Security Agreement" means a Pledge and Security Agreement (as may be amended, restated, supplemented or otherwise modified from time to time) made by a Loan Party in favor of the Collateral Agent for the benefit of the Agents and the Lenders, substantially in the form of Exhibit B, securing the Obligations**,** and delivered to the Collateral Agent.

"Seller Note Subordination Agreement" means a Subordination Agreement among a holder of a Seller Note, the applicable Loan Party and the Administrative Agent, each in form and substance reasonably satisfactory to the Administrative Agent.

"Seller Notes" means any seller promissory note to be issued by the Parent or any of its Subsidiaries after the Effective Date in connection with a Permitted Acquisition.

"Senior Note Documents" means the Senior Note Indenture, the Senior Notes and all documents entered into in connection therewith.

"Senior Note Indenture" means the Indenture, dated as of May 10, 2010, between the Borrower, the subsidiary guarantors party thereto and Wilmington Trust FSB, as trustee, governing the Senior Notes.

"Senior Notes" means the 9.75% Senior Notes due 2017 issued by the Borrower in an aggregate principal amount of $250,000,000 pursuant to the Indenture and any exchange notes issued in respect thereof on substantially similar terms.

"Settlement Period" has the meaning specified therefor in Section 2.02(d)(i) hereof.

"Solvent" means, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is not less than the total amount of the liabilities of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its existing debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, and (iv) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital.

"Sponsor" means (i) Avista Capital Partners, LP and Avista Capital Partners (Offshore), LP, (ii) any Affiliate thereof and (iii) any Related Fund thereto.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

"Subject Indebtedness" means any of the Senior Notes, any Subordinated Indebtedness, any Permitted Additional Debt, and any Indebtedness incurred pursuant to clause (v) of the definition of Permitted Indebtedness.

"Subordinated Indebtedness" means Indebtedness of any Loan Party the terms of which are reasonably satisfactory to the Administrative Agent and which has been expressly subordinated in right of payment to all Obligations (i) by the execution and delivery of a subordination agreement, in form and substance reasonably satisfactory to the Administrative Agent, or (ii) otherwise on terms and conditions (including, without limitation, subordination provisions, payment terms, interest rates, covenants, remedies, defaults and other material terms) reasonably satisfactory to the Administrative Agent.

"Subsidiary" means, with respect to any Person at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity (i) the accounts of which would be consolidated with those of such Person in such Person's consolidated financial statements if such financial statements were prepared in accordance with GAAP or (ii) of which more than 50% of (A) the

outstanding Capital Stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such Person, (B) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (C) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

"Subsidiary Guarantor" means a Subsidiary of the Borrower that is a Guarantor.

"Taxes" has the meaning specified therefor in Section 2.08(a).

"Termination Event" means (i) a Reportable Event with respect to any Employee Plan, (ii) any event with respect to any Plan or any employee pension benefit plan (as defined in Section 3(2) of ERISA) covered by Title IV of ERISA in which any Loan Party or ERISA Affiliate was a participating employer at any time during the six (6) calendar years preceding the date of any borrowing hereunder that causes any Loan Party or any of its ERISA Affiliates to incur liability under Section 406, 409, 502(i), 502(l), 515, 4062, 4063, 4064, 4069, 4201, 4204 or 4212 of ERISA or Section 4971 or 4975 of the Internal Revenue Code, (iii) the provision by the administrator of any Employee Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such Employee Plan in a distress termination described in Section 4041(c) of ERISA or the treatment of an Employee Plan amendment as a termination under Section 4041 of ERISA, (iv) the institution of proceedings by the PBGC to terminate an Employee Plan, (v) any other event or condition that could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Employee Plan, or (vi) failure to make by its due date a required installment under Section 412 of the Internal Revenue Code.

"Title Insurance Policy" means a mortgagee's loan policy or marked-up unconditional binder for such insurance policy, in form and substance reasonably satisfactory to the Collateral Agent, together with all endorsements made from time to time thereto to the extent available is the applicable jurisdiction, issued by or on behalf of a title insurance company reasonably satisfactory to the Collateral Agent, insuring the Lien created by a Mortgage in an amount and on terms reasonably satisfactory to the Collateral Agent, delivered to the Collateral Agent.

"Total Revolving Credit Commitment" means the sum of the amounts of the Lenders' Revolving Credit Commitments.

"Transactions" means, collectively, (a) the issuance of the Senior Notes, (b) the repayment of all outstanding obligations under the Existing Credit Agreement, (c) the payment of the 2010 Dividend, (d) the execution, delivery and performance of the Loan Documents, and (e) the payment of all fees and expenses to be paid on or around the Effective Date and owing in connection with the foregoing.

"Transferee" has the meaning specified therefor in Section 2.08(a).

"Uniform Commercial Code" has the meaning specified therefor in Section 1.03.

"Ultimate Parent" means Lantheus MI Holdings, Inc., a Delaware corporation.

"Unused Line Fee" has the meaning specified therefor in Section 2.06(b).

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended or amended.

"WARN" has the meaning specified therefor in Section 6.01(x).

"Wholly Owned Subsidiary" means, as to any Person, any other Person all of the Capital Stock of which (other than directors' qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries of such Person.

Section 1.02 Terms Generally.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections , Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible. References in this Agreement to "determination" by any Agent include good faith estimates by such Agent (in the case of quantitative determinations) and good faith beliefs by such Agent (in the case of qualitative determinations).

Section 1.03 Accounting and Other Terms.

Unless otherwise expressly provided herein, each accounting term used herein shall have the meaning given it under GAAP. All terms used in this Agreement which are

defined in Article 8 or Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Uniform Commercial Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as any Agent may otherwise determine.

Section 1.04 Time References.

Unless otherwise indicated herein, all references to time of day refer to Central Standard Time or Central daylight saving time, as in effect in Chicago, Illinois on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to any Agent, any Lender or the L/C Issuer, such period shall in any event consist of at least one full day.

ARTICLE II

THE LOANS

Section 2.01 Revolving Credit Commitments.

(a) Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender severally agrees to make Revolving Loans to the Borrower at any time and from time to time on and after the Effective Date to the Final Maturity Date, or until the earlier reduction of its Revolving Credit Commitment to zero in accordance with the terms hereof, in an aggregate principal amount of Revolving Loans at any time outstanding not to exceed the amount of such Lender's Revolving Credit Commitment.

(b) Notwithstanding the foregoing, the aggregate principal amount of Revolving Loans outstanding at any time to the Borrower shall not exceed the difference between (x) the Total Revolving Credit Commitment and (y) the aggregate Letter of Credit Obligations. The Revolving Credit Commitment of each Lender shall automatically and permanently be reduced to zero on the Final Maturity Date. Within the foregoing limits, the Borrower may borrow, repay and reborrow the Revolving Loans, on or after the Effective Date and prior to the Final Maturity Date, subject to the terms, provisions and limitations set forth herein.

(c) The Borrower may request during the term of this Agreement an increase in the Total Revolving Credit Commitment in an aggregate principal amount of up to $15,000,000 (collectively, the "Facilities Increase"), provided that any request for any Facilities Increase shall be for a Facilities Increase in a minimum amount of $1,000,000 and shall be in an integral multiple of $1,000,000.

(i) The Borrower may request the Facilities Increase by giving to the Administrative Agent written notice of its request for the Facilities Increase (the "Facilities Increase Request"), which shall specify the date for the effectiveness of the Facilities Increase and the making of any revolving loan pursuant to the Facilities Increase (which shall be at least 7 Business Days after the receipt by the Administrative Agent of the Facilities Increase Request and shall otherwise be in accordance with the terms of Section 2.02 for the making of a Revolving Loan).

(ii) The Facilities Increase shall be subject to the satisfaction of the following conditions as of the date of the Facilities Increase becomes effective (the "Facilities Increase Effective Date") (and the Administrative Agent shall have received a certificate by a duly authorized officer of the Borrower, certifying as to the following): (A) no Default or Event of Default shall have occurred and be continuing under this Agreement, (B) the representations and warranties contained in this Agreement and in each other Loan Document, certificate, financial statement, report or statement of fact delivered to any Agent or any Lender pursuant hereto or thereto on or prior to each such date are true and correct in all material respects (except that such materiality qualifier shall not apply to any representation or warranty that already is qualified or modified by materiality in the text thereof) on and as of such date as though made on and as of such date (except to the extent any such representation or warranty relates specifically to a prior date, in which case such representation or warranty shall have been true and correct in all material respects (except that such materiality qualifier shall not apply to any representation or warranty that already is qualified or modified by materiality in the text thereof) as of such date), (C) the Parent and its Subsidiaries shall be in compliance, on a pro forma basis after giving effect to the incurrence of Indebtedness contemplated by the Facilities Increase, with the financial covenants set forth in Section 7.03, recomputed as at the last day of the most recently ended fiscal quarter of the Parent for which financial statements have been delivered pursuant to Section 7.01(a)(i) or (ii) are available, as if such Indebtedness had been incurred on the first day of each relevant period for testing such compliance, (D) at the time of the Facilities Increase, the conditions precedent to each extension of credit under the Loan Documents shall have been satisfied or waived in writing by the Administrative Agent and the Required Lenders, (E) the revolving loans contemplated by the Facilities Increase shall rank pari passu in right of payment and security with the Revolving Loans and the terms and conditions of such new revolving loans shall be substantially the same as the terms and conditions for the Revolving Loans (it being agreed and understood that if the interest rates applicable to the revolving loans contemplated by the Facilities Increase are greater than the interest rates for the Revolving Loans, then the interest rates for the Revolving Loans shall be increased to the extent necessary so that the interest rates applicable to the revolving loans contemplated by the Facilities Increase do not exceed the interest rates for the Revolving Loans), (F) the Lenders shall have agreed to provide the Facilities Increase (it being understood and agreed that no Lender has any obligation whatsoever to provide all or any portion of the Facilities Increase) or, if the Lenders do not provide the Facilities Increase, other financial

institutions, reasonably acceptable to the Administrative Agent and the Borrower, shall have committed to be Lenders under and fund the Facilities Increase, and (G) all reasonable out-of-pocket fees, costs and expenses of the Agents (including, without limitation, legal fees, costs and expenses) in respect of the Facilities Increase shall have been paid. In addition, the Agents shall have received such agreements, amendments, instruments, approvals, legal opinions and other documents, each in form and substance reasonably satisfactory to the Agents, as the Agents shall reasonably request.

(iii) Notwithstanding anything herein to the contrary, no Lender shall have any obligation to provide or otherwise participate in the Facilities Increase.

(iv) On any Facilities Increase Effective Date, (A) each Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Lender providing a portion of the Facilities Increase (each, a " Facilities Increase Lender") in respect of such increase, and each such Facilities Increase Lender will automatically and without further act be deemed to have assumed a portion of such Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit held by each Lender (including each such Facilities Increase Lender) will equal the percentage of the aggregate Revolving Credit Commitments of all Lenders represented by such Lender's Revolving Credit Commitment and (ii) if, on the date of such Facilities Increase, there are any Revolving Loans outstanding, such Revolving Loans shall on or prior to the effectiveness of such Facilities Increase be prepaid from the proceeds of additional Revolving Loans made hereunder (reflecting such increase in the Revolving Credit Commitments), which prepayment shall be accompanied by accrued interest on the Revolving Loans being prepaid and any costs incurred by any Lender in accordance with Section 2.10.

Section 2.02 Making the Revolving Loans.

(a) The Borrower shall give the Administrative Agent prior written notice in substantially the form of Exhibit D hereto (a " Notice of Borrowing"), not later than 12:00 noon (Chicago, Illinois time), with notice of such Notice of Borrowing to be provided by the Administrative Agent to the Lenders no later than the close of business (Chicago, Illinois time) on the Business Day received, (x) in the case of a borrowing consisting of a Reference Rate Loan, on the date which is one Business Day prior to the date of the proposed Revolving Loan and (y) in the case of a borrowing consisting of a LIBOR Rate Loan, on the date which is three Business Days prior to the date of the proposed Revolving Loan. Such Notice of Borrowing shall be irrevocable and shall specify (i) the principal amount of the proposed Revolving Loan, (ii) whether such Revolving Loan is requested to be a Reference Rate Loan or a LIBOR Rate Loan and, in the case of a LIBOR Rate Loan, the initial Interest Period with respect thereto, and (iii) the proposed borrowing date, which must be a Business Day. The Agents and the Lenders may act without liability upon the basis of written,

telecopied or telephonic notice believed by the Agents in good faith to be from the Borrower (or from any Authorized Officer thereof designated in writing purportedly from the Borrower to the Agents). Each Agent and each Lender shall be entitled to rely conclusively on any Authorized Officer's authority to request a Revolving Loan on behalf of the Borrower until the Agents receives written notice to the contrary. The Agents and the Lenders shall have no duty to verify the authenticity of the signature appearing on any written Notice of Borrowing.

(b) Each Notice of Borrowing pursuant to this Section 2.02 shall be irrevocable and the Borrower shall be bound to make a borrowing in accordance therewith. Each Revolving Loan shall be made in a minimum amount of $1,000,000 and shall be in an integral multiple of $500,000.

(c) (i) Except as otherwise provided in this subsection 2.02(c), all Revolving Loans under this Agreement shall be made by the Lenders simultaneously and proportionately to their Pro Rata Shares of the Total Revolving Credit Commitment, it being understood that no Lender shall be responsible for any default by any other Lender in that other Lender's obligations to make a Revolving Loan requested hereunder, nor shall the Revolving Credit Commitment of any Lender be increased or decreased as a result of the default by any other Lender in that other Lender's obligation to make a Revolving Loan requested hereunder, and each Lender shall be obligated to make the Revolving Loans required to be made by it by the terms of this Agreement regardless of the failure by any other Lender.

(ii) Notwithstanding any other provision of this Agreement, and in order to reduce the number of fund transfers among the Borrower, the Agents and the Lenders, the Borrower, the Agents and the Lenders agree that the Administrative Agent may (but shall not be obligated to), and the Borrower and the Lenders hereby irrevocably authorize the Administrative Agent to, fund, on behalf of the Lenders, Revolving Loans pursuant to Section 2.01, subject to the procedures for settlement set forth in subsection 2.02(d); provided, however, that (a) the Administrative Agent shall in no event fund any such Revolving Loans if the Administrative Agent shall have received written notice from the Required Lenders on the Business Day prior to the date of the proposed Revolving Loan that one or more of the conditions precedent contained in Section 5.02 will not be satisfied at the time of the proposed Revolving Loan, and (b) the Administrative Agent shall not otherwise be required to determine that, or take notice whether, the conditions precedent in Section 5.02 have been satisfied. If the Borrower gives a Notice of Borrowing requesting a Revolving Loan and the Administrative Agent elects not to fund such Revolving Loan on behalf of the Lenders, then promptly after receipt of the Notice of Borrowing requesting such Revolving Loan, the Administrative Agent shall notify each Lender that it will not be funding the requested Revolving Loan on behalf of the Lenders. If the Administrative Agent notifies the Lenders that it will not fund a requested Revolving Loan on behalf of the Lenders, each Lender shall make its Pro Rata Share of the Revolving Loan available to the Administrative Agent, in immediately available funds, in the Administrative Agent's Account no later than 3:00 p.m. (Chicago, Illinois time) (provided that the Administrative Agent requests payment from such Lender not

later than 12:00 noon (Chicago, Illinois time)) on the date of the proposed Revolving Loan. The Administrative Agent will make the proceeds of such Revolving Loans available to the Borrower on the day of the proposed Revolving Loan by causing an amount, in immediately available funds, equal to the proceeds of all such Revolving Loans received by the Administrative Agent in the Administrative Agent's Account or the amount funded by the Administrative Agent on behalf of the Lenders to be deposited in an account designated by the Borrower.

(iii) If the Administrative Agent has notified the Lenders that the Administrative Agent, on behalf of the Lenders, will not fund a particular Revolving Loan pursuant to subsection 2.02(c)(ii), the Administrative Agent may assume that each such Lender has made such amount available to the Administrative Agent on such day and the Administrative Agent, in its sole discretion, may, but shall not be obligated to, cause a corresponding amount to be made available to the Borrower on such day. If the Administrative Agent makes such corresponding amount available to the Borrower and such corresponding amount is not in fact made available to the Administrative Agent by any such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three Business Days and thereafter at the Reference Rate. During the period in which such Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account.

(iv) Nothing in this subsection 2.02(c) shall be deemed to relieve any Lender from its obligations to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

(d) (i) With respect to all periods for which the Administrative Agent has funded Revolving Loans pursuant to subsection 2.02(c), on Friday of each week, or if the applicable Friday is not a Business Day, then on the following Business Day, or such shorter period as the Administrative Agent may from time to time select (any such week or shorter period being herein called a " Settlement Period"), the Administrative Agent shall notify each Lender of the unpaid principal amount of the Revolving Loans outstanding as of the last day of each such Settlement Period. In the event that such amount is greater than the unpaid principal amount of the Revolving Loans outstanding on the last day of the Settlement Period immediately preceding such Settlement Period (or, if there has been no preceding Settlement Period, the amount of the Revolving Loans made on the date of such Lender's initial funding), each Lender shall promptly (and in any event not later than 2:00 p.m. (Chicago,

Illinois time) if the Administrative Agent requests payment from such Lender not later than 12:00 noon (Chicago, Illinois time) on such day) make available to the Administrative Agent its Pro Rata Share of the difference in immediately available funds. In the event that such amount is less than such unpaid principal amount, the Administrative Agent shall promptly pay over to each Lender its Pro Rata Share of the difference in immediately available funds. In addition, if the Administrative Agent shall so request at any time when a Default or an Event of Default shall have occurred and be continuing, or any other event shall have occurred as a result of which the Administrative Agent shall determine that it is desirable to present claims against the Borrower for repayment, each Lender shall promptly remit to the Administrative Agent or, as the case may be, the Administrative Agent shall promptly remit to each Lender, sufficient funds to adjust the interests of the Lenders in the then outstanding Revolving Loans to such an extent that, after giving effect to such adjustment, each such Lender's interest in the then outstanding Revolving Loans will be equal to its Pro Rata Share thereof. The obligations of the Administrative Agent and each Lender under this subsection 2.02(d) shall be absolute and unconditional. Each Lender shall only be entitled to receive interest on its Pro Rata Share of the Revolving Loans which have been funded by such Lender.

(ii) In the event that any Lender fails to make any payment required to be made by it pursuant to subsection 2.02(d)(i), the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from the date such payment was due until the date such amount is paid to the Administrative Agent, at the Federal Funds Rate for three Business Days and thereafter at the Reference Rate. During the period in which such Lender has not paid such corresponding amount to the Administrative Agent, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the amount so advanced by the Administrative Agent to the Borrower shall, for all purposes hereof, be a Revolving Loan made by the Administrative Agent for its own account. Upon any such failure by a Lender to pay the Administrative Agent, the Administrative Agent shall promptly thereafter notify the Borrower of such failure and the Borrower shall immediately pay such corresponding amount to the Administrative Agent for its own account. Nothing in this subsection 2.02(d)(ii) shall be deemed to relieve any Lender from its obligation to fulfill its Revolving Credit Commitment hereunder or to prejudice any rights that the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

Section 2.03 Repayment of Revolving Loans; Evidence of Debt .

(a) The outstanding principal of all Revolving Loans shall be due and payable on the Final Maturity Date.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Revolving Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Revolving Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) Subject to the Register described in Section 12.07(d), the entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Revolving Loans in accordance with the terms of this Agreement.

(e) Any Lender may request that Revolving Loans made by it be evidenced by a promissory note. In such event, the Borrower shall execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form furnished by the Collateral Agent and reasonably acceptable to the Borrower. Thereafter, the Revolving Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 12.07) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

Section 2.04 Interest.

(a) Reference Rate Loans. Each Reference Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Revolving Loan until such principal amount becomes due, at a rate per annum equal to the Reference Rate plus 3.00%.

(b) LIBOR Rate Loans. Each LIBOR Rate Loan shall bear interest on the principal amount thereof from time to time outstanding, from the date of such Revolving Loan until such principal amount becomes due, at a rate per annum equal to the LIBOR Rate plus 4.00%.

(c) Default Interest. To the extent permitted by law, upon the occurrence and during the continuance of an Event of Default and the giving of notice by the Administrative Agent to the Borrower (which the Administrative Agent shall provide at the election of, and upon direction from, the Required Lenders), (i) the principal of, and all accrued and unpaid interest on, all Revolving Loans, fees, indemnities, outstanding Reimbursement Obligations or any other Obligations of the Loan Parties under this Agreement and the other Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is cured or waived in writing in accordance herewith, at a rate per annum equal at all times to the Post-Default Rate, and (ii) the Letter of Credit Fees shall be increased by two percentage points above the per annum rate otherwise applicable hereunder.

(d) Interest Payment. Interest on each Reference Rate Loan shall be payable quarterly, in arrears, on the last day of each quarter (commencing on June 30, 2010), and at maturity (whether upon demand, by acceleration or otherwise). Interest on each LIBOR Rate Loan shall be payable in arrears, on the last day of each Interest Period of such LIBOR Rate Loan, at maturity (whether upon demand, by acceleration or otherwise), and, if the applicable Interest Period is longer than three months, on each day occurring every three (3) months after the commencement of such Interest Period. Interest on Reimbursement Obligations shall be payable when such Reimbursement Obligation is due and payable. Interest at the Post-Default Rate shall be payable on demand. Each Borrower hereby authorizes the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 with the amount of any interest payment due hereunder.

(e) General. All interest shall be computed (i) with respect to LIBOR Rate Loans, on the basis of a year of 360 days for the actual number of days, including the first day but excluding the last day, elapsed and (ii) with respect to Reference Rate Loans, on the basis of a year of 365 or 366 days, as applicable, for the actual number of days, including the first day but excluding the last day, elapsed.

Section 2.05 Reduction of Revolving Credit Commitment; Prepayment of Revolving Loans.

(a) Reduction of Revolving Credit Commitments. The Total Revolving Credit Commitment shall terminate on the Final Maturity Date. The Borrower may, without premium or penalty, reduce the Total Revolving Credit Commitment to an amount (which may be zero) not less than the sum of (A) the aggregate unpaid principal amount of all Revolving Loans then outstanding, (B) the aggregate principal amount of all Revolving Loans not yet made as to which a Notice of Borrowing has been given by the Borrower under Section 2.02, (C) the Letter of Credit Obligations at such time and (D) the stated amount of all Letters of Credit not yet issued as to which a request has been made and not withdrawn. Each such reduction shall be in an amount which is an integral multiple of $1,000,000 (unless the Total Revolving Credit Commitment in effect immediately prior to such reduction is less than $1,000,000), shall be made by providing not less than three (3) Business Days' prior written notice to the Administrative Agent and shall be irrevocable, provided that such notice delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied, provided further that the Borrower shall remain obligated to make any payments pursuant to Section 2.10 as though they had failed to repay a LIBOR Rate Loan. Once reduced, the Total Revolving Credit Commitment may not be increased. Each such reduction of the Total Revolving Credit Commitment shall reduce the Revolving Credit Commitment of each Lender proportionately in accordance with its Pro Rata Share thereof.

(b) Optional Prepayment of Revolving Loans. The Borrower may prepay without penalty or premium the principal of any Revolving Loan, in whole or in part.

(i) Prepayment In Full. The Borrower may, upon at least three (3) Business Days prior written notice to the Administrative Agent, terminate this Agreement by paying to the Administrative Agent, in cash, the Obligations then due and payable (including either (A) Cash Collateralization of the Letter of Credit Obligations or (B) causing the original Letters of Credit to be returned to the Administrative Agent), in full. If the Borrower has sent a notice of termination pursuant to this clause (iii), then the Lenders' obligations to extend credit hereunder shall terminate and the Borrower shall be obligated to repay the Obligations then outstanding (including either (A) Cash Collateralization of the Letter of Credit Obligations or (B) causing the original Letters of Credit to be returned to the Administrative Agent), in full, on the date set forth as the date of termination of this Agreement in such notice, except that such notice may be conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied, provided that the Borrower shall indemnify the Lenders against any loss or expense incurred therefrom in accordance with Section 2.10.

(c) Mandatory Prepayment. The Borrower will immediately prepay the Revolving Loans at any time when the aggregate principal amount of all Revolving Loans plus the outstanding amount of all Letter of Credit Obligations exceeds the Total Revolving Credit Commitment, to the full extent of any such excess.

(d) Interest and Fees. Any prepayment made pursuant to this Section 2.05 (other than prepayments made pursuant to subsection (c) of this Section 2.05) shall be accompanied by accrued interest on the principal amount being prepaid to the date of prepayment, and if such prepayment would reduce the amount of the outstanding Revolving Loans to zero at a time when the Total Revolving Credit Commitment has been terminated, such prepayment shall be accompanied by the payment of all fees accrued to such date pursuant to Section 2.06. Any prepayment of a LIBOR Rate Loan shall be accompanied by any payment required under Section 2.10.

Section 2.06 Fees.

(a) Closing Fee to Lenders; Fee Letter. The Borrower shall pay to the Administrative Agent, for the account of each Lender, a closing fee in an amount equal to 2.00% of such Lender's Revolving Credit Commitment as of the Effective Date. As and when due and payable under the terms of the Fee Letter, the Borrower shall pay the fees set forth in the Fee Letter.

(b) Unused Line Fee. From and after the Effective Date and until the Final Maturity Date, the Borrower shall pay to the Administrative Agent for the account of the Lenders, in accordance with their Pro Rata Shares, an unused line fee (the " Unused Line Fee"), which shall accrue at the rate per annum of 0.75% on the excess, if any, of the Total Revolving Credit Commitment over the sum of the average principal amount of all Revolving Loans and Letter of Credit Obligations outstanding from time to time for the

immediately preceding quarter and shall be payable quarterly in arrears on the last day of each quarter commencing June 30, 2010.

Section 2.07 [Reserved.]

Section 2.08 Taxes.

(a) Any and all payments by any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all interest, penalties, additions to tax or other liabilities with respect thereto, excluding (i) taxes imposed on the net income of, and any franchise taxes imposed on (in lieu of net income taxes), any Agent, any Lender or the L/C Issuer (or any assignee or any participation holder thereof (any such entity, a " Transferee")) (A) by the jurisdiction (or any political subdivision thereof) in which such Person is organized or has its principal lending office or (B) by reason of a present or former connection between the recipient and the jurisdiction imposing such tax (other than such connection arising solely from such recipient having executed, delivered or performed its obligations under, or enforced, this Agreement or any other Loan Documents), (ii) branch profits tax imposed by a jurisdiction described in clause (i), (iii) United States backup withholding tax resulting from the failure to comply with Section 2.08(d), (iv) taxes, penalties or backup withholding tax imposed due to a failure by any Agent, any Lender or the L/C Issuer (or any Transferee) or any foreign financial institution through which payments under this Agreement are made to comply with any applicable certification, documentation, information or other reporting requirement concerning the nationality, residence, identity, direct or indirect ownership of or investment in, or connection with the United States of America of the Agent, any Lender or the L/C Issuer (or any Transferee) or any foreign financial institution through which payments under this Agreement are made if such compliance is required by the Foreign Account Tax Compliance provisions included in the Hiring Incentives to Restore Employment Act (Pub. L. 111-147) or any federal regulation promulgated or Revenue Ruling, Revenue Procedure, or Notice (to the extent such Notice provides formal, definitive guidance) issued by the U.S. Internal Revenue Service thereunder as a precondition to relief or exemption from such tax, assessment or other governmental charge, or (v) any obligation to withhold amounts with respect to United States withholding tax existing on the date any Agent, Lender, or the L/C Issuer (or any Transferee) became a party to this Agreement (or in the case of a Transferee, on the date such Transferee became a Transferee hereunder) or, with respect to payments to a New Lending Office, the date such Non-U.S. Lender designated such New Lending Office with respect to a Revolving Loan (provided, that this clause (v) shall only be applicable to a Transferee or upon a designation of a New Lending Office with respect to United States withholding taxes that are in excess of the United States withholdings taxes that were already applicable to the transferor or the Non-U.S. Lender prior to the designation of the New Lending Office and this clause (v) shall not apply with respect to a designation of a New Lending Office solely made at the request of the Borrower or one of its Affiliates) (all such nonexcluded taxes, levies, imposts, deductions, charges withholdings and liabilities, collectively or individually, " Taxes"; all such excluded taxes, levies, imposts, deductions, charges withholdings and liabilities, collectively or individually, "Excluded Taxes"). If any Loan Party shall be required to

deduct any Taxes from or in respect of any sum payable hereunder to any Agent, any Lender or the L/C Issuer (or any Transferee), (i) the sum payable shall be increased by the amount (an "Additional Amount") necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.08) such Agent, such Lender or the L/C Issuer (or such Transferee) shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, each Loan Party agrees to pay to the relevant Governmental Authority in accordance with applicable law any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document (" Other Taxes"). Each Loan Party shall deliver to each Agent, each Lender, each Transferee and the L/C Issuer official receipts (or, if an official receipt is not available, such other evidence of payment as shall be reasonably satisfactory to the Collateral Agent, Lender, Transferee or L/C Issuer) in respect of any Taxes or Other Taxes payable hereunder promptly after payment of such Taxes or Other Taxes.

(c) The Loan Parties hereby jointly and severally indemnify and agree to hold each Agent, each Lender, each Transferee and the L/C Issuer harmless from and against Taxes and Other Taxes (including, without limitation, Taxes and Other Taxes imposed on any amounts payable under this Section 2.08) paid by such Person, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Person makes written demand therefore specifying in reasonable detail the nature and amount of such Taxes or Other Taxes.

(d) Each Lender (or Transferee), Agent and L/C Issuer that is organized under the laws of a jurisdiction outside the United States (a "Non-U.S. Lender") agrees that it shall, no later than the Effective Date (or, in the case of a Transferee which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Transferee becomes a party hereto) deliver to the Agents (or in the case of an assignee of a Lender which (x) is an Affiliate of such Lender or a Related Fund of such Lender and (y) does not deliver an Assignment and Acceptance to the Administrative Agent pursuant to the last sentence of Section 12.07(b), to the assigning Lender only, and in the case of a participant, to the Lender (or Transferee) granting the participation only) two properly completed and duly executed originals of either U.S. Internal Revenue Service Form W-8BEN, W-8ECI or W-8IMY, as applicable, or any subsequent versions thereof or successors thereto, in each case claiming complete exemption from, or reduced rate of, U.S. federal withholding tax with respect to payments hereunder. In addition, in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Internal Revenue Code, such Non-U.S. Lender hereby represents to the Agents (or, (i) in the case of an assignee of a Lender which is an Affiliate of such Lender or a Related Fund of such Lender to the assigning Lender only and (ii) in the case of a participant, to the Lender or Transferee granting such participation) that such Non-

U.S. Lender is not a bank for purposes of Section 881(c) of the Internal Revenue Code, is not a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of the Borrower and is not a controlled foreign corporation related to the Borrower (within the meaning of Section 864(d)(4) of the Internal Revenue Code), and such Non-U.S. Lender agrees that it shall promptly notify the Agents, assigning Lender or Lender (or Transferee) granting the participation, as applicable, in the event any such representation is no longer accurate. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of a Transferee, on or before the date such Transferee becomes a Transferee hereunder) and on or before the date, if any, such Non-U.S. Lender changes its applicable lending office by designating a different lending office (a "New Lending Office"). In addition, such Non-U.S. Lender shall deliver such forms within 20 days after receipt of a written request therefor from any Agent, the assigning Lender or the Lender granting a participation, as applicable. Notwithstanding any other provision of this Section 2.08, a Non-U.S. Lender shall not be required to deliver any form pursuant to this Section 2.08(d) that such Non-U.S. Lender is not legally able to deliver. Each Lender (or Transferee), Agent and L/C Issuer that is a United States person as that term is defined in Section 7701(a)(30) of the Internal Revenue Code (a " U.S. Lender"), other than a Lender (or Transferee), Agent and L/C Issuer that may be treated as an exempt recipient based on the indicators described in Treasury Regulation Section 1.6049-4(c)(1)(ii), hereby agrees that it shall, no later than the Effective Date (or, in the case of a Transferee which becomes a party hereto pursuant to Section 12.07 hereof after the Effective Date, promptly after the date upon which such Transferee becomes a party hereto), deliver to the Agents (or in the case of an assignee of a Lender which (x) is an Affiliate of such Lender or a Related Fund of such Lender and (y) does not deliver an Assignment and Acceptance to the Administrative Agent pursuant to the last sentence of Section 12.07(b), to the assigning Lender only, and in the case of a participant, to the Lender (or Transferee) granting the participation only) two properly completed and duly executed originals of U.S. Internal Revenue Service Form W-9 or successor form, certifying that such Lender (or Transferee), Agent or L/C Issuer, as the case may be, is on the date of delivery thereof entitled to an exemption from United States backup withholding tax. Notwithstanding any other provision of this Section 2.08, a U.S. Lender shall not be required to deliver any form pursuant to this Section 2.08(d) that such U.S. Lender is not legally able to deliver.

(e) The Loan Parties shall not be required to indemnify any Non-U.S. Lender, or pay any Additional Amounts to any Non-U.S. Lender, in respect of U.S. federal withholding tax pursuant to this Section 2.08 to the extent that the obligation to pay such Additional Amounts would not have arisen but for a failure by such Non-U.S. Lender to comply with the provisions of clause (d) above.

(f) Any Agent, any Lender or the L/C Issuer (or Transferee) claiming any indemnity payment or additional payment amounts payable pursuant to this Section 2.08 shall use reasonable efforts (consistent with legal and regulatory restrictions) to file any certificate or document reasonably requested in writing by the Borrower or to change the jurisdiction of its applicable lending office if the making of such a filing or change would avoid the need for or reduce the amount of any such indemnity payment or Additional

Amount that may thereafter accrue, would not require such Agent, such Lender or the L/C Issuer (or Transferee) to disclose any information such Agent, such Lender or the L/C Issuer (or Transferee) deems confidential and would not, in the sole determination of such Agent, such Lender or the L/C Issuer (or Transferee), be otherwise disadvantageous to such Agent, such Lender or the L/C Issuer (or Transferee).

(g) If an Agent, Lender (or Transferee) or L/C Issuer determines, in its reasonable discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid Additional Amounts pursuant to this Section, it shall pay to the Borrower an amount equal to such refund (but only to the extent of the amounts paid by the Borrower to such Agent, Lender (or Transferee) or L/C Issuer in respect of the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of such Agent, Lender (or Transferee) or L/C Issuer, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower, upon the request of such Agent, Lender (or Transferee) or L/C Issuer, agrees to repay the amount paid over to the Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Agent, Lender or L/C Issuer in the event such Agent, Lender (or Transferee) or L/C Issuer is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require an Agent, Lender or L/C Issuer to make available its tax returns (or any other information that it deems confidential in its sole discretion) to Borrower or any other person. Notwithstanding anything to the contrary, in no event will any Agent, Lender (or Transferee) or L/C Issuer be required to pay any amount to a Loan Party the payment of which would place such Agent, Lender (or Transferee) or L/C Issuer in a less favorable net after-tax position than such Agent, Lender (or Transferee) or L/C Issuer would have been in if the Additional Amounts giving rise to such refund of any Taxes or Other Taxes had never been paid.`

(h) The obligations of the Loan Parties under this Section 2.08 shall survive the termination of this Agreement and the payment of the Revolving Loans and all other amounts payable hereunder.

Section 2.09 LIBOR Not Determinable; Illegality .

(a) Unavailability of Deposits or Inability to Ascertain, or Inadequacy of, LIBOR . If on or prior to the first day of any Interest Period for any borrowing of LIBOR Rate Loans:

(i) the Administrative Agent determines that deposits in Dollars (in the applicable amounts) are not being offered to it in the interbank eurodollar market for such Interest Period, or that by reason of circumstances affecting the interbank eurodollar market adequate and reasonable means do not exist for ascertaining the applicable LIBOR, or

(ii) the Required Lenders advise the Administrative Agent that (i) LIBOR as determined by the Administrative Agent will not adequately and fairly

reflect the cost to such Lenders of funding their LIBOR Rate Loans for such Interest Period or (ii) that the making or funding of LIBOR Rate Loans become impracticable,

then the Administrative Agent shall forthwith give notice thereof to the Borrower and the Lenders, whereupon until the Administrative Agent notifies the Borrower that the circumstances giving rise to such suspension no longer exist, the obligations of the Lenders to make LIBOR Rate Loans shall be suspended.

(b) Change of Law. Notwithstanding any other provisions of this Agreement or any other Loan Document, if at any time any change in applicable law or regulation or in the interpretation thereof makes it unlawful for any Lender to make or continue to maintain any LIBOR Rate Loans or to perform its obligations as contemplated hereby, such Lender shall promptly give notice thereof to the Borrower and such Lender's obligations to make or maintain LIBOR Rate Loans under this Agreement shall be suspended until it is no longer unlawful for such Lender to make or maintain LIBOR Rate Loans. The Borrower shall prepay on demand the outstanding principal amount of any such affected LIBOR Rate Loans, together with all interest accrued thereon and all other amounts then due and payable to such Lender under this Agreement; provided, however, subject to all of the terms and conditions of this Agreement, the Borrower may then elect to borrow the principal amount of the affected LIBOR Rate Loans from such Lender by means of Reference Rate Loans from such Lender, which Reference Rate Loans shall not be made ratably by the Lenders but only from such affected Lender.

Section 2.10 Funding Indemnity.

If any Lender shall incur any loss, cost or expense (including, without limitation, any loss, cost or expense incurred by reason of the liquidation or re-employment of deposits or other funds acquired by such Lender to fund or maintain any LIBOR Rate Loan or the relending or reinvesting of such deposits or amounts paid or prepaid to such Lender) as a result of:

(a) any payment, prepayment or conversion of a LIBOR Rate Loan or on a date other than the last day of its Interest Period,

(b) any failure (because of a failure to meet the conditions of ARTICLE V or otherwise) by the Borrower to borrow or continue a LIBOR Rate Loan, or to convert a Reference Rate Loan into a LIBOR Rate Loan on the date specified in a notice given pursuant to Section 2.02 hereof,

(c) any failure by the Borrower to make any payment of principal on any LIBOR Rate Loan when due (whether by acceleration or otherwise), or

(d) any acceleration of the maturity of a LIBOR Rate Loan as a result of the occurrence of any Event of Default hereunder,

then, upon the demand of such Lender, the Borrower shall pay to such Lender such amount as will reimburse such Lender for such loss, cost or expense. If any Lender makes such a

claim for compensation, it shall provide to the Borrower, with a copy to the Administrative Agent, a certificate setting forth the amount of such loss, cost or expense in reasonable detail (including an explanation of the basis for and the computation of such loss, cost or expense) and the amounts shown on such certificate shall be conclusive if reasonably determined.

Section 2.11 Continuation and Conversion of Revolving Loans .

(a) The Borrower may from time to time request LIBOR Rate Loans or may request that a Revolving Loan that is a Reference Rate Loan be converted to a LIBOR Rate Loan or that any existing LIBOR Rate Loans continue for an additional Interest Period. Such request from the Borrower shall be in writing and shall specify the amount of the LIBOR Rate Loans or the amount of the Reference Rate Loans to be converted to LIBOR Rate Loans or the amount of the LIBOR Rate Loans to be continued (subject to the limits set forth below) and the Interest Period to be applicable to such LIBOR Rate Loans. Subject to the terms and conditions contained herein, three (3) Business Days after receipt by the Administrative Agent of such a request from the Borrower, such LIBOR Rate Loans shall be made or Reference Rate Loans shall be converted to LIBOR Rate Loans or such LIBOR Rate Loans shall continue, as the case may be, provided, that, (i) no Event of Default shall exist or have occurred and be continuing, (ii) no party hereto shall have sent any notice of termination of this Agreement, (iii) no more than five Interest Periods may be in effect at any one time, (iv) the aggregate amount of the LIBOR Rate Loans must be in an amount not less than $1,000,000 or an integral multiple of $500,000 in excess thereof, and (v) the Administrative Agent shall not have notified the Borrower that LIBOR Rate Loans are unavailable pursuant to Section 2.09. Any request by or on behalf of the Borrower for LIBOR Rate Loans or to convert Reference Rate Loans to LIBOR Rate Loans or to continue any existing LIBOR Rate Loans shall be irrevocable. Notwithstanding anything to the contrary contained herein, the Agents and Lenders shall not be required to purchase United States Dollar deposits in the London interbank market or other applicable LIBOR Rate market to fund any LIBOR Rate Loans, but the provisions hereof shall be deemed to apply as if the Agents and Lenders had purchased such deposits to fund the LIBOR Rate Loans.

(b) Any LIBOR Rate Loans shall automatically convert to Reference Rate Loans upon the last day of the applicable Interest Period, unless the Administrative Agent has received a request to continue such LIBOR Rate Loans at least three (3) Business Days prior to such last day in accordance with the terms hereof.

Section 2.12 Lending Offices**.**

Each Lender may, at its option, elect to make its Revolving Loans hereunder at the branch, office or affiliate specified on the appropriate signature page hereof (each a "Lending Office") for each type of Revolving Loan available hereunder or at such other of its branches, offices or affiliates as it may from time to time elect and designate in a written notice to the Borrower and the Administrative Agent. To the extent reasonably possible, a Lender shall designate an alternative branch or funding office with respect to its LIBOR Rate Loans to reduce any liability of the Borrower to such Lender under Section 4.05 hereof or to

avoid the unavailability of LIBOR Rate Loans under Section 2.09(a) hereof, so long as such designation is not otherwise disadvantageous to the Lender.

Section 2.13 Discretion of Lender as to Manner of Funding .

Notwithstanding any other provision of this Agreement, each Lender shall be entitled to fund and maintain its funding of all or any part of its Revolving Loans in any manner it sees fit, it being understood, however, that for the purposes of this Agreement all determinations hereunder with respect to LIBOR Rate Loans shall be made as if each Lender had actually funded and maintained each LIBOR Rate Loan through the purchase of deposits in the interbank eurodollar market having a maturity corresponding to such Revolving Loan's Interest Period, and bearing an interest rate equal to LIBOR for such Interest Period.

Section 2.14 Defaulting Lenders.

Anything contained herein to the contrary notwithstanding, in the event that any Lender at any time is a Defaulting Lender, then (a) during any Defaulting Lender Period with respect to such Defaulting Lender, such Defaulting Lender shall be deemed not to be a "Lender" for purposes of voting on any matters (including the granting of any consents or waivers) with respect to any of the Loan Documents and such Defaulting Lender's Revolving Credit Commitments shall be excluded for purposes of determining "Required Lenders" (provided that the foregoing shall not permit an increase in such Lender's Revolving Credit Commitments or an extension of the maturity date of such Lender's Revolving Loans or other Obligations without such Lender's consent); (b) to the extent permitted by applicable law, until such time as the Defaulting Lender Excess with respect to such Defaulting Lender shall have been reduced to zero, any voluntary prepayment of the Revolving Loans shall, if the Administrative Agent so directs at the time of making such voluntary prepayment, be applied to the Revolving Loans of other Lenders as if such Defaulting Lender had no Revolving Loans outstanding; (c) such Defaulting Lender's Revolving Credit Commitments and outstanding Revolving Loans shall be excluded for purposes of calculating any Unused Line Fee payable to Lenders pursuant to Section 2.06(b) in respect of any day during any Defaulting Lender Period with respect to such Defaulting Lender, and such Defaulting Lender shall not be entitled to receive any Unused Line Fee pursuant to Section 2.06(b) with respect to such Defaulting Lender's Revolving Credit Commitment in respect of any Defaulting Lender Period with respect to such Defaulting Lender (and any Letter of Credit fee otherwise payable to a Lender who is a Defaulting Lender shall instead be paid to the L/C Issuer for its use and benefit); (d) the utilization of Revolving Credit Commitments as at any date of determination shall be calculated as if such Defaulting Lender had funded all Revolving Loans of such Defaulting Lender; and (e) if so requested by the L/C Issuer at any time during the Defaulting Lender Period with respect to such Defaulting Lender, the Borrower shall deliver to the Administrative Agent cash collateral in an amount equal to such Defaulting Lender's Percentage of Letter of Credit Obligations then outstanding. No Revolving Credit Commitment of any Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 2.14, performance by the Borrower of its obligations hereunder and the other Loan Documents shall not be excused or otherwise modified as a result of the operation of this Section 2.14. The rights and remedies against a

Defaulting Lender under this Section 2.14 are in addition to other rights and remedies which the Borrower may have against such Defaulting Lender and which the Administrative Agent or any Lender may have against such Defaulting Lender.

ARTICLE III

LETTERS OF CREDIT

Section 3.01 Letters of Credit.

(a) General Terms. Subject to the terms and conditions hereof, as part of the Total Revolving Credit Commitments, the L/C Issuer shall issue standby letters of credit (each a "Letter of Credit") for the account of the Borrower or for the account of the Borrower and one or more of its Subsidiaries in an aggregate undrawn face amount up to the L/C Subfacility. Each Letter of Credit shall be issued by the L/C Issuer, but each Lender shall be obligated to reimburse the L/C Issuer for such Lender's Pro Rata Share of the amount of each drawing thereunder and, accordingly, each Letter of Credit shall constitute usage of the Revolving Credit Commitment of each Lender pro rata in an amount equal to its Pro Rata Share of the Letter of Credit Obligations then outstanding.

(b) Applications. At any time before the Final Maturity Date, the L/C Issuer shall, at the request of the Borrower, issue one or more Letters of Credit in Dollars, in a form satisfactory to the L/C Issuer, with expiration dates no later than the earlier of 12 months from the date of issuance (or which are cancelable not later than 12 months from the date of issuance and each renewal) or thirty (30) days prior to the Final Maturity Date, in an aggregate face amount as set forth above, upon the receipt of an application duly executed by the Borrower and, if such Letter of Credit is for the account of one of its Subsidiaries, such Subsidiary for the relevant Letter of Credit in the form then customarily prescribed by the L/C Issuer for the Letter of Credit requested (each a "Letter of Credit Application"). In the event of any conflict between a Letter of Credit Application and this Agreement, this Agreement shall govern to the extent of such conflict. Notwithstanding anything contained in any Letter of Credit Application to the contrary: (i) the Borrower shall pay fees in connection with each Letter of Credit as set forth in Section 3.02 below, and (ii) if the L/C Issuer is not timely reimbursed for the amount of any drawing under a Letter of Credit on the date such drawing is paid, the Borrower's obligation to reimburse the L/C Issuer for the amount of such drawing shall bear interest (which the Borrower hereby promises to pay) from and after the date such drawing is paid at a rate per annum equal to the sum of the Reference Rate plus three percent (3.0%) (computed on the basis of a year of 360 days, and the actual number of days elapsed). If the L/C Issuer issues any Letter of Credit with an expiration date that is automatically extended unless the L/C Issuer gives notice that the expiration date will not so extend beyond its then scheduled expiration date, unless the Administrative Agent or the Required Lenders instruct the L/C Issuer otherwise, the L/C Issuer will give such notice of non-renewal before the time necessary to prevent such automatic extension if before such required notice date: (i) the expiration date of such Letter of Credit if so extended would be after the Final Maturity Date, (ii) the Revolving Credit Commitments have been terminated, or (iii) a Default or an Event of Default exists and either

the Administrative Agent or the Required Lenders (with notice to the Administrative Agent) have given the L/C Issuer instructions not to so permit the extension of the expiration date of such Letter of Credit. The L/C Issuer agrees to issue amendments to the Letter(s) of Credit increasing the amount, or extending the expiration date, thereof at the request of the Borrower subject to the conditions of ARTICLE V hereof and the other terms of this ARTICLE III. Notwithstanding anything contained herein to the contrary, the L/C Issuer shall be under no obligation to issue, extend or amend any Letter of Credit if a default of any Lender's obligations to fund under Section 3.01(c) exists or any Lender is at such time a Defaulting Lender hereunder, unless the L/C Issuer has entered into arrangements with Borrower or such Lender satisfactory to the L/C Issuer to eliminate the L/C Issuer's risk with respect to such Lender.

(c) The Reimbursement Obligations. Subject to Section 3.01(b) hereof, the obligation of the Borrower to reimburse the L/C Issuer for all drawings under a Letter of Credit (a "Reimbursement Obligation") shall be governed by the Letter of Credit Application related to such Letter of Credit, except that reimbursement shall be made by no later than 12:00 Noon (Chicago time) on the date when each drawing is to be paid if the Borrower has been informed of such drawing by the L/C Issuer on or before 11:00 a.m. (Chicago time) on the date when such drawing is to be paid or, if notice of such drawing is given to the Borrower after 11:00 a.m. (Chicago time) on the date when such drawing is to be paid, by no later than 12:00 Noon (Chicago time) on the following Business Day, in immediately available funds at the Administrative Agent's principal office in Chicago, Illinois, or such other office as the Administrative Agent may designate in writing to the Borrower (who shall thereafter cause to be distributed to the L/C Issuer such amount(s) in like funds). If the Borrower does not make any such reimbursement payment on the date due and the Participating Lenders fund their participations therein in the manner set forth in Section 3.01(e) below, then all payments thereafter received by the Administrative Agent in discharge of any of the relevant Reimbursement Obligations shall be distributed in accordance with Section 3.01(e) below.

(d) Obligations Absolute. The Borrower's obligation to reimburse Letter of Credit Obligations as provided above in this Section 3.01 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement and the relevant Letter of Credit Application under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the L/C Issuer under a Letter of Credit against presentation of a draft or other document that does not strictly comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, or the L/C Issuer shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to

make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the L/C Issuer ; provided that the foregoing shall not be construed to excuse the L/C Issuer from liability to the Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by the L/C Issuer 's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the L/C Issuer (as finally determined by a court of competent jurisdiction), the L/C Issuer shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the L/C Issuer may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(e) The Participating Interests. Each Lender (other than the Lender acting as L/C Issuer in issuing the relevant Letter of Credit), by its acceptance hereof, severally agrees to purchase from the L/C Issuer, and the L/C Issuer hereby agrees to sell to each such Lender (a " Participating Lender"), an undivided percentage participating interest (a "Participating Interest"), to the extent of its Pro Rata Share thereof, in each Letter of Credit issued by, and each Reimbursement Obligation owed to, the L/C Issuer. Upon any failure by the Borrower to pay any Reimbursement Obligation at the time required on the date the related drawing is to be paid, as set forth in Section 3.01(c) above, or if the L/C Issuer is required at any time to return to the Borrower or to a trustee, receiver, liquidator, custodian or other Person any portion of any payment of any Reimbursement Obligation, each Participating Lender shall, not later than the Business Day it receives a written demand from the L/C Issuer (with a copy to the Administrative Agent) to such effect, if such written demand is received before 1:00 p.m. (Chicago time), or not later than 1:00 p.m. (Chicago time) the following Business Day, if such certificate is received after such time, pay to the Administrative Agent for the account of the L/C Issuer an amount equal to such Participating Lender's Pro Rata Share of such unpaid or recaptured Reimbursement Obligation together with interest on such amount accrued from the date the related payment was made by the L/C Issuer to the date of such payment by such Participating Lender at a rate per annum equal to: (i) from the date the related payment was made by the L/C Issuer to the date two (2) Business Days after payment by such Participating Lender is due hereunder, the Federal Funds Rate for each such day and (ii) from the date two (2) Business Days after the date such payment is due from such Participating Lender to the date such payment is made by such Participating Lender, the Reference Rate in effect for each such day. Each such Participating

Lender shall thereafter be entitled to receive its Pro Rata Share of each payment received in respect of the relevant Reimbursement Obligation and of interest paid thereon, with the L/C Issuer retaining its Pro Rata Share thereof as a Lender hereunder. The several obligations of the Participating Lenders to the L/C Issuer under this Section 3.01 shall be absolute, irrevocable, and unconditional under any and all circumstances whatsoever and shall not be subject to any set-off, counterclaim or defense to payment which any Participating Lender may have or have had against the Borrower, the L/C Issuer, the Administrative Agent, any Lender or any other Person whatsoever. Without limiting the generality of the foregoing, such obligations shall not be affected by any Default or Event of Default or by any reduction or termination of any Commitment of any Lender, and each payment by a Participating Lender under this Section 3.01 shall be made without any offset, abatement, withholding or reduction whatsoever.

(f) Indemnification. The Participating Lenders shall, to the extent of their respective Pro Rata Shares, indemnify the L/C Issuer (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such L/C Issuer's gross negligence or willful misconduct) that the L/C Issuer may suffer or incur in connection with any Letter of Credit issued by it. The obligations of the Participating Lenders under this Section 3.01(f) and all other parts of this Section 3.01 shall survive termination of this Agreement and of all Letter of Credit Applications, Letters of Credit, and all drafts and other documents presented in connection with drawings thereunder.

(g) Manner of Requesting a Letter of Credit. The Borrower shall provide at least five (5) Business Days' advance written notice to the Administrative Agent of each request for the issuance of a Letter of Credit, such notice in each case to be accompanied by a Letter of Credit Application for such Letter of Credit properly completed and executed by the Borrower and, in the case of an extension or amendment or an increase in the amount of a Letter of Credit, a written request therefor, in a form acceptable to the Administrative Agent and the L/C Issuer, in each case, together with the fees called for by this Agreement. The Administrative Agent shall promptly notify the L/C Issuer of the Administrative Agent's receipt of each such notice (and the L/C Issuer shall be entitled to assume that the conditions precedent to any such issuance, extension, amendment or increase have been satisfied unless notified to the contrary by the Administrative Agent or the Required Lenders) and the L/C Issuer shall promptly notify the Administrative Agent and the Lenders of the issuance of the Letter of Credit so requested.

(h) Replacement of L/C Issuer. The L/C Issuer may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced L/C Issuer and the successor L/C Issuer. The Administrative Agent shall notify the Lenders of any such replacement of the L/C Issuer. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced L/C Issuer. From and after the effective date of any such replacement (i) the successor L/C Issuer shall have all the rights and obligations of the L/C Issuer under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "L/C Issuer" shall be deemed to refer to such successor or to any previous L/C Issuer, or to

such successor and all previous L/C Issuer s, as the context shall require. After the replacement of a L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of a L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

Section 3.02 Letters of Credit Fees, L/C Issuer Charges and Charges to the Loan Account .

(a) Letter of Credit Fees. The Borrower shall pay to the Administrative Agent for the account of the Lenders, in accordance with the Lenders' Pro Rata Shares for any Letter of Credit issued hereunder, a non-refundable fee equal to 4.00% per annum of the daily balance (as of the end of each day during the relevant period) of the undrawn amount of all outstanding Letters of Credit, payable in arrears on the last day of each quarter (the " Letter of Credit Fees").

(b) L/C Issuer Charges. The Borrower shall pay to the L/C Issuer a fronting fee as charged by the L/C Issuer (but not to exceed 0.125% per annum) and other standard charges as are assessed by the L/C Issuer in connection with the issuance, administration, amendment, payment or cancellation of Letters of Credit.

(c) Charges to the Loan Account. The Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account pursuant to Section 4.02 of this Agreement with the amount of any Letter of Credit fees or charges due under this Section 3.02.

ARTICLE IV

FEES, PAYMENTS AND OTHER COMPENSATION

Section 4.01 [intentionally omitted]

Section 4.02 Payments; Computations and Statements .

(a) The Borrower will make each payment under this Agreement not later than 12:00 noon (Chicago, Illinois time) on the day when due, in lawful money of the United States of America and in immediately available funds, to the Administrative Agent's Account. All payments received by the Administrative Agent after 12:00 noon (Chicago, Illinois time) on any Business Day will be credited to the Loan Account on the next succeeding Business Day. All payments shall be made by the Borrower without set-off, counterclaim, deduction or other defense to the Agents and the Lenders. Except as provided in Section 2.02, after receipt, the Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal ratably to the Lenders in accordance with their Pro Rata Shares and like funds relating to the payment of any other amount payable to any Lender to such Lender, in each case to be applied in accordance with the terms of this Agreement, provided that the Administrative Agent will cause to be

distributed all interest and fees received from or for the account of the Borrower not less than once each month and in any event promptly after receipt thereof. The Lenders and the Borrower hereby authorize the Administrative Agent to, and the Administrative Agent may, from time to time, charge the Loan Account of the Borrower with any amount due and payable by the Borrower under any Loan Document. Each of the Lenders and the Borrower agree that the Administrative Agent shall have the right to make such charges whether or not any Default or Event of Default shall have occurred and be continuing or whether any of the conditions precedent in Section 5.02 have been satisfied. Any amount charged to the Loan Account of the Borrower shall be deemed a Revolving Loan hereunder made by the Lenders to the Borrower, funded by the Administrative Agent on behalf of the Lenders and subject to Section 2.02 of this Agreement. The Lenders and the Borrower confirm that any charges which the Administrative Agent may so make to the Loan Account of the Borrower as herein provided will be made as an accommodation to the Borrower and solely at the Administrative Agent's discretion. Whenever any payment to be made under any such Loan Document shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. All computations of fees shall be made by the Administrative Agent on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable. Each determination by the Administrative Agent of an interest rate or fees hereunder shall be conclusive and binding for all purposes in the absence of manifest error.

(b) The Administrative Agent shall provide the Borrower, promptly after the end of each calendar month during which any Revolving Loans were advanced or Letters of Credit issued, a summary statement (in the form from time to time used by the Administrative Agent) of the opening and closing daily balances in the Loan Account of the Borrower during such month, the amounts and dates of all Revolving Loans made to the Borrower during such month, the amounts and dates of all payments on account of the Revolving Loans to the Borrower during such month and the Revolving Loans to which such payments were applied, the amount of interest accrued on the Revolving Loans to the Borrower during such month, any Letters of Credit issued by the L/C Issuer for the account of the Borrower during such month, specifying the face amount thereof, the amount of charges to the Loan Account and/or Revolving Loans made to the Borrower during such month to reimburse the Lenders for drawings made under Letters of Credit, and the amount and nature of any charges to the Loan Account made during such month on account of fees, commissions, expenses and other Obligations. All entries on any such statement shall be presumed to be correct and, thirty (30) days after the same is sent, shall be final and conclusive absent manifest error. Within 30 days of its receipt of any notice of any charge or any statement by the Borrower, the Borrower shall deliver to the Agents any written objection thereto, describing the error or errors contained in such notice or statement. Promptly after receipt of such written objection and the Agents' evaluation thereof, the Administrative Agent shall credit the Loan Account for amounts (if any) contained in such statements that the Agents agree (in their sole discretion) were charged in error. The Administrative Agent agrees to use reasonable efforts to notify the Borrower of any charge to

the Loan Account and to notify the Borrower promptly after any charge to the Loan Account, provided that the failure to provide such notice shall not adversely affect the validity and effectiveness of any such charge to the Loan Account.

Section 4.03 Sharing of Payments, Etc.

Except as provided in Section 2.02 hereof, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of any Obligation in excess of its ratable share of payments on account of similar obligations obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in such similar obligations held by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender of any interest or other amount paid by the purchasing Lender in respect of the total amount so recovered). The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 4.03 may, to the fullest extent permitted by law, exercise all of its rights (including the Lender's right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

Section 4.04 Apportionment of Payments.

Subject to Section 2.02 hereof and to any written agreement among the Agents and/or the Lenders:

(a) all payments of principal and interest in respect of outstanding Revolving Loans, all payments in respect of the Reimbursement Obligations, all payments of fees (other than the fees set forth in Section 2.06 hereof to the extent set forth in a written agreement among the Agents and the Lenders, fees with respect to Letters of Credit provided for in Section 3.02(b)) and all other payments in respect of any other Obligations, shall be allocated by the Administrative Agent among such of the Lenders as are entitled thereto, in proportion to their respective Pro Rata Shares or otherwise as provided herein or, in respect of payments not made on account of Revolving Loans or Letter of Credit Obligations, as designated by the Person making payment when the payment is made.

(b) After the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the direction of the Required Lenders shall, apply all payments in respect of any Obligations and all proceeds of the Collateral, subject to the provisions of this Agreement, (i) first, ratably to pay the Obligations in respect of any fees, expense reimbursements, indemnities and other amounts then due to the Agents or the L/C Issuer until paid in full; (ii) second, ratably to pay the Obligations in respect of any fees and indemnities then due to the Lenders until paid in full; (iii) third, ratably to pay interest

due in respect of the Revolving Loans and Reimbursement Obligations until paid in full; (iv) fourth, ratably to pay principal of the Revolving Loans, Letter of Credit Obligations (or, to the extent such Obligations are contingent, to provide cash collateral in respect of such Obligations), Hedging Liability and Funds Transfer and Deposit Account Liability until paid in full; and (v) fifth, to the ratable payment of all other Obligations then due and payable.

(c) For purposes of Section 4.04(b) (other than clause (v) thereof), "paid in full" means payment of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including in each case interest and such fees accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements irrespective of whether a claim is allowable in such Insolvency Proceeding, except to the extent that default interest (but not any other interest) and fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for the purposes of such clause (v) thereof, "paid in full" means payment of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest and fees accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(d) In the event of a direct conflict between the priority provisions of this Section 4.04 and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in 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 that cannot be resolved as aforesaid, the terms and provisions of this Section 4.04 shall control and govern.

Section 4.05 Increased Costs and Reduced Return.

(a) If, on or after the date hereof, the adoption of any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its Lending Office) or the L/C Issuer with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency;

(i) shall subject any Lender (or its Lending Office) or the L/C Issuer to any tax, duty or other charge (except overall net income or franchise taxes of general application or the rates thereof imposed by the jurisdiction in which such Lender's or L/C Issuer's principal executive office or Lending Office is located) with respect to its LIBOR Rate Loans, its Notes, its Letter(s) of Credit, or its participation in any thereof, any Reimbursement Obligations owed to it or its obligation to make LIBOR Rate Loans, issue a Letter of Credit, or to participate therein, or shall change the basis of taxation of payments to any Lender (or its Lending Office) or the L/C Issuer of the principal of or interest on its LIBOR Rate

Loans, Letter(s) of Credit, or participations therein or any other amounts due under this Agreement or any other Loan Document in respect of its LIBOR Rate Loans, Letter(s) of Credit, any participation therein, any Reimbursement Obligations owed to it, or its obligation to make LIBOR Rate Loans, or issue a Letter of Credit, or acquire participations therein (except overall net income or franchise taxes of general application or the rates thereof imposed by the jurisdiction in which such Lender's or the L/C Issuer's principal executive office or Lending Office is located); or

(ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System, but excluding with respect to any LIBOR Rate Loans any such requirement included in an applicable Eurodollar Reserve Percentage) against assets of, deposits with or for the account of, or credit extended by, any Lender (or its Lending Office) or the L/C Issuer or shall impose on any Lender (or its Lending Office) or the L/C Issuer or on the interbank market any other condition affecting its LIBOR Rate Loans, its Letter(s) of Credit, or its participation in any thereof, any Reimbursement Obligation owed to it, or its obligation to make LIBOR Rate Loans, or to issue a Letter of Credit, or to participate therein;

and the result of any of the foregoing is to increase the cost to such Lender (or its Lending Office) or the L/C Issuer of making or maintaining any LIBOR Rate Loan, issuing or maintaining a Letter of Credit, or participating therein, or to reduce the amount of any sum received or receivable by such Lender (or its Lending Office) or the L/C Issuer under this Agreement or under any other Loan Document with respect thereto, by an amount deemed by such Lender or L/C Issuer to be material, then, within 15 days after demand by such Lender or L/C Issuer (with a copy to the Administrative Agent), the Borrower shall be obligated to pay to such Lender or L/C Issuer such Additional Amount or amounts as will compensate such Lender or L/C Issuer for such increased cost or reduction (provided, that the Borrower shall not be obligated to pay amounts of the type described in Section 4.05(a)(i) above which are duplicative of, or are specifically excluded from, amounts payable in accordance with Section 2.08).

(b) If, after the date hereof, any Lender, the L/C Issuer, or the Administrative Agent shall have determined that the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its Lending Office) or the L/C Issuer or any corporation controlling such Lender or L/C Issuer with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency (each a " Change in Law"), has had the effect of reducing the rate of return on such Lender's or L/C Issuer 's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or L/C Issuer or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or L/C Issuer 's or such corporation's policies with respect to capital adequacy) by an amount

deemed by such Lender or L/C Issuer to be material, then from time to time, within 15 days after demand by such Lender or L/C Issuer (with a copy to the Administrative Agent), the Borrower shall pay to such Lender or L/C Issuer, as applicable, such Additional Amount or amounts as will compensate such Lender or L/C Issuer for such reduction.

(c) A certificate of a Lender or L/C Issuer claiming compensation under this Section 4.05(c) and setting forth the Additional Amount or amounts to be paid to it hereunder shall be conclusive if reasonably determined. In determining such amount, such Lender or L/C Issuer may use any reasonable averaging and attribution methods.

(d) Notwithstanding anything to the contrary contained in this Section 4.05, the Borrower shall not be required to compensate any Lender, any Agent or the L/C Issuer pursuant to this Section 4.05 for any amounts incurred more than 180 days prior to the date that such Lender, such Agent or such L/C Issuer notifies the Borrower of such Lender's, such Agent's or the L/C Issuer's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, then such 180 day period shall be extended to include the period of such retroactive effect.

ARTICLE V

CONDITIONS TO LOANS

Section 5.01 Conditions Precedent to Effectiveness.

The effectiveness of this Agreement is subject to the satisfaction of each of the following conditions precedent (the date such conditions shall have been satisfied is hereinafter referred to as the "Effective Date"):

(a) Payment of Fees, Etc. The Borrower shall have paid on or before the date of this Agreement all fees, costs, expenses and taxes then payable pursuant to Section 2.06(a) and Section 12.04.

(b) Delivery of Documents. The Collateral Agent shall have received on or before the Effective Date the following, each in form and substance reasonably satisfactory to the Collateral Agent and, unless indicated otherwise, dated the Effective Date:

(i) a Security Agreement, duly executed by each Loan Party, together with (A) the original stock certificates representing all of the Capital Stock of each Domestic Subsidiary and 65% of the voting equity and 100% of the non-voting equity of the Capital Stock of any Loan Party's direct Foreign Subsidiary, and (B) all intercompany promissory notes of such Loan Parties, in each case accompanied by undated stock or note powers executed in blank and other proper instruments of transfer;

(ii) the Fee Letter, duly executed by the Borrower;

(iii) appropriate financing statements on Form UCC-1 duly filed in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by each Security Agreement;

(iv) results of UCC searches, listing all effective financing statements which name as debtor any Loan Party and which are filed in the offices referred to in paragraph (iv) above, together with copies of such financing statements, none of which, except as otherwise agreed in writing by the Collateral Agent, shall cover any of the Collateral and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Collateral Agent, shall not show any such Liens;

(v) a copy of the resolutions of each Loan Party, certified as of the Effective Date by an Authorized Officer thereof, authorizing (A) the borrowings hereunder and the transactions contemplated by the Loan Documents to which such Loan Party is or will be a party, (B) the execution, delivery and performance by such Loan Party of each Loan Document to which such Loan Party is or will be a party and the execution and delivery of the other documents to be delivered by such Person in connection herewith and therewith, and (C) the execution and delivery of the other documents to be delivered by such Person in connection herewith;

(vi) a certificate of an Authorized Officer of each Loan Party, certifying the names and true signatures of the representatives of such Loan Party authorized to sign each Loan Document to which such Loan Party is or will be a party and the other documents to be executed and delivered by such Loan Party in connection herewith and therewith, together with evidence of the incumbency of such authorized officers;

(vii) a certificate of the appropriate official(s) of the state of organization of each Loan Party, each dated within ten (10) days of the Effective Date or otherwise reasonably acceptable to the Collateral Agent, certifying as to the good standing of, and the payment of taxes by, such Loan Party in such states;

(viii) a true and complete copy of the charter, certificate of formation, certificate of limited partnership or other publicly filed organizational document of each Loan Party certified as of a recent date not more than 30 days prior to the Effective Date by an appropriate official of the state of organization of such Loan Party which shall set forth the same complete name of such Loan Party as is set forth herein and the organizational number of such Loan Party, if an organizational number is issued in such jurisdiction;

(ix) a copy of the Governing Documents of each Loan Party, together with all amendments thereto, certified as of the Effective Date by an Authorized Officer of such Loan Party;

(x) an opinion of Weil, Gotshal & Manges LLP counsel to the Loan Parties, in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent;

(xi) a certificate of an Authorized Officer of each Loan Party, certifying as to the matters set forth in subsection (a) of Section 5.02 and as to an accurate listing as of the Effective Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof);

(xii) a certificate of an Authorized Officer of the Parent, certifying that that the Parent and its Subsidiaries on a consolidated basis are Solvent;

(xiii) evidence of the insurance coverage required by Section 7.01 and the terms of each Security Agreement; and

(xiv) a certificate of an Authorized Officer of the Borrower, certifying the names and true signatures of the persons that are authorized to provide Notices of Borrowing, Letter of Credit Applications and all other notices under this Agreement and the other Loan Documents.

(c) Revolving Loan Balance. The Revolving Loan Balance shall be zero on the date upon which the Senior Notes are issued.

(d) USA Patriot Act. The Lenders shall have received, to the extent requested by the Lenders in writing at least three (3) Business Days prior to the Effective Date, all documentation and other information that may be required by the Agents and the Lenders in order to enable compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the United States PATRIOT Act including, without limitation, the information described in Section 12.21.

(e) Senior Notes. The Borrower shall have received $250,000,000 in gross proceeds from the issuance of the Senior Notes.

(f) Consolidated Adjusted Total Leverage Ratio. The Consolidated Adjusted Total Leverage Ratio for the Parent and its Subsidiaries for the four fiscal quarters ending March 31, 2010 is not greater than 3.00:1.00, determined on a pro forma basis for the Transactions.

Section 5.02 Conditions Precedent to All Revolving Loans and Letters of Credit.

The obligation of any Agent or any Lender to make any Revolving Loan or of the L/C Issuer to issue any Letter of Credit is subject to the fulfillment of each of the following conditions precedent:

(a) Representations and Warranties; No Event of Default; Maximum Leverage. The following statements shall be true and correct, and the submission by the Borrower to the Administrative Agent of a Notice of Borrowing with respect to each such Revolving Loan, and the Borrower's acceptance of the proceeds of such Revolving Loan, or the submission by the Borrower of a Letter of Credit Application with respect to a Letter of Credit, and the issuance of such Letter of Credit, shall each be deemed to be a representation and warranty by each Loan Party on the date of such Revolving Loan or the date of issuance of such Letter of Credit that: (i) the representations and warranties contained in ARTICLE VI and in each other Loan Document, certificate, financial statement, report or statement of fact delivered to any Agent or any Lender pursuant hereto or thereto on or prior to the date of such Revolving Loan or such Letter of Credit are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date except to the extent that any such representation or warranty expressly relates solely to an earlier date (in which case such representation or warranty shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), (ii) no Default or Event of Default has occurred and is continuing or would result from the making of the Revolving Loan to be made, or the issuance of such Letter of Credit to be issued, on such date and (iii) the Consolidated Total Leverage Ratio (with Consolidated Funded Indebtedness calculated as of the date of such requested Revolving Loan or Letter of Credit after giving effect to the making of such Revolving Loan or issuance of such Letter of Credit, and Annualized EBITDA calculated for the most recently ended 4 fiscal quarter period for which the Administrative Agent has received financial statements pursuant to the terms hereof) does not exceed the maximum permitted ratio under Section 7.03 for the most recently ended fiscal quarter (or, with respect to periods prior to the first test date under Section 7.03, the maximum permitted ratios under Section 7.03 for such first test date).

(b) Legality. The making of such Revolving Loan or the issuance of such Letter of Credit shall not contravene any law, rule or regulation applicable to any Agent, any Lender or the L/C Issuer.

(c) Notices. The Administrative Agent shall have received (i) a Notice of Borrowing pursuant to Section 2.02 hereof and (ii) a Letter of Credit Application pursuant to Section 3.01(g) hereof, if applicable.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties.

Each Loan Party hereby represents and warrants to the Agents, the Lenders and the L/C Issuer as follows:

(a) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and, in the case of the Borrower, to make the borrowings hereunder, to execute and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated thereby and the other Transactions, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except, in the case of clause (iii), where the failure to be so qualified and in good standing, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization, Etc. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or will be a party, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clauses (ii)(B), (ii)(C) and (iv) to the extent such could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(c) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of any Loan Document to which it is or will be a party except for (i) consents, authorizations, notices and filings which have been obtained or made and are in full force and effect, (ii) filings to perfect the Liens created by the Loan Documents and (iii) consents, authorizations, filings, notices or other acts the failure to make or obtain could not reasonably be expected, either individually or in the aggregate, to be adverse in any material respect to the rights or interests of the Agents, the Lenders or the L/C Issuer.

(d) Enforceability of Loan Documents. This Agreement is, and each other Loan Document to which any Loan Party is or will be a party, when delivered hereunder,

will be, a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or principles of equity.

(e) Subsidiaries. Schedule 6.01(e) is a complete and correct description of the name, jurisdiction of incorporation and ownership of the outstanding Capital Stock of such Subsidiaries of the Parent in existence on the date hereof. All of the issued and outstanding shares of Capital Stock of such Subsidiaries have been validly issued and are fully paid and nonassessable, and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. As of the Effective Date, except as indicated on such Schedule, all such Capital Stock is owned by the Parent or one or more of its wholly-owned Subsidiaries, free and clear of all Liens. As of the Effective Date, there are no outstanding debt or equity securities of the Parent or any of its Subsidiaries and no outstanding obligations of the Parent or any of its Subsidiaries convertible into or exchangeable for, or warrants, options or other rights for the purchase or acquisition from the Parent or any of its Subsidiaries, or other obligations of any Subsidiary to issue, directly or indirectly, any shares of Capital Stock of any Subsidiary of the Parent.

(f) Litigation; Commercial Tort Claims. Except as set forth in Schedule 6.01(f), (i) there is no pending or, to the best knowledge of any Loan Party, threatened action, suit or proceeding affecting any Loan Party before any court or other Governmental Authority or any arbitrator that (A) could reasonably be expected to have a Material Adverse Effect or (B) relates to this Agreement or any other Loan Document or any transaction contemplated hereby or thereby and (ii) as of the Effective Date, none of the Loan Parties holds any commercial tort claims in respect of which a claim has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(g) Financial Condition.

(i) The audited financial statements of the Parent and its Subsidiaries for the fiscal year ended December 31, 2009, copies of which have been delivered to each Agent and each Lender, fairly present in all material respects the consolidated financial condition of the Parent and its Subsidiaries as at the date thereof and the consolidated results of operations of the Parent and its Subsidiaries for the fiscal period ended on such date, all in accordance with GAAP (except as set forth in the notes to such audited financial statements). Since December 31, 2009, no event, change, circumstance or development has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

(ii) The Parent has heretofore delivered to the Lenders the unaudited *pro forma* consolidated balance sheet of the Parent and its Subsidiaries as of March 31, 2010 (the "Pro Forma Balance Sheet") after giving effect to the Transactions as if they had occurred on such date. Such Pro Forma Balance Sheet accurately reflects all adjustments required to be made to give effect to the Transactions and present fairly in all material respects the *pro forma* consolidated financial position of the Parent and

its Subsidiaries as of such date, assuming that the Transactions had occurred at such date.

(iii) The Parent has heretofore furnished to each Agent and each Lender projected annual balance sheets, income statements and statements of cash flows of the Parent and its Subsidiaries for the Fiscal Years ending in 2010 through 2014, which projected financial statements shall be updated from time to time pursuant to Section 7.01(a)(v). Such projections, as so updated, shall be believed by the Parent at the time furnished to be reasonable, shall have been prepared on a reasonable basis and in good faith by the Parent, and shall have been based on assumptions believed by the Parent to be reasonable at the time made and upon the best information then reasonably available to the Parent, it being understood that actual results may vary from such forecasts and that such variations may be material.

(h) Compliance with Law, Etc. No Loan Party is in violation of (i) its Governing Documents, (ii) any Law, judgment or order of any Governmental Authority applicable to it or any of its property or assets, or (iii) any term of any Contractual Obligation binding on or otherwise affecting it or any of its properties, except, in the case of clauses (ii) and (iii), to the extent such violations could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, and no Default or Event of Default has occurred and is continuing.

(i) ERISA. Except as set forth on Schedule 6.01(i), (i) each Employee Plan is in compliance in all material respects with the applicable provisions of ERISA and the Internal Revenue Code, (ii) no Termination Event has occurred or is reasonably expected to occur with respect to any Employee Plan that could reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, (iii) except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, the most recent annual report (Form 5500 Series) with respect to each Employee Plan, including any required Schedule B (Actuarial Information) thereto, copies of which have been filed with the Internal Revenue Service and delivered to the Agents, is complete and correct and fairly presents the funding status of such Employee Plan, and since the date of such report there has been no material adverse change in such funding status, (iv) copies of each agreement entered into by a Loan Party or any ERISA Affiliate with the PBGC, the U.S. Department of Labor or the Internal Revenue Service with respect to any Employee Plan (other than agreements in the ordinary course of business) have been delivered to the Agents, (v) except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, no Employee Plan had an accumulated or waived funding deficiency or permitted decrease which would create a deficiency in its funding standard account or has applied for an extension of any amortization period within the meaning of Section 412 of the Internal Revenue Code at any time during the previous 60 months, and (vi) except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, no Lien imposed under the Internal Revenue Code or ERISA exists or is reasonably likely to arise on account of any Employee Plan within the meaning of Section 412 of the Internal Revenue Code. Except as set forth on Schedule 6.01(i), no Loan Party or any of its ERISA Affiliates has incurred any withdrawal

liability under ERISA with respect to any Multiemployer Plan, or is aware of any facts indicating that it or any of its ERISA Affiliates may reasonably be likely to incur any such withdrawal liability in the future. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, no Loan Party or any of its ERISA Affiliates nor any fiduciary of any Employee Plan has incurred any liability to the PBGC which remains outstanding other than the payment of premiums, and there are no premium payments which have become due which are unpaid. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, there are no pending or, to the best knowledge of any Loan Party, threatened claims, actions, proceedings or lawsuits (other than claims for benefits in the normal course) asserted or instituted against (i) any Employee Plan or its assets, (ii) any fiduciary with respect to any Employee Plan, or (iii) any Loan Party or any of its ERISA Affiliates with respect to any Employee Plan. Except as required by Section 4980B of the Internal Revenue Code, no Loan Party or any of its ERISA Affiliates maintains an employee welfare benefit plan (as defined in Section 3(1) of ERISA) which provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Loan Party or any of its ERISA Affiliates or coverage after a participant's termination of employment except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect.

(j) Taxes, Etc. All federal and all material foreign, state and local tax returns and other reports required by applicable law to be filed by any Loan Party have been filed, or extensions have been obtained, and all federal and all material foreign, state and local taxes, assessments and other governmental charges imposed upon any Loan Party or any property of any Loan Party and which have become due and payable on or prior to the date hereof have been paid, except (1) those not overdue by more than ten (10) Business Days, (2) those contested in good faith by proper proceedings which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof on the books and records of such Loan Party in accordance with GAAP or (3) those that are not adverse to the Lenders in any material respect (it being agreed and understood that, without limiting the generality of the foregoing, amounts in respect of which a Lien has arisen that has, or could reasonably be expected to have, priority over the Liens in favor of the Collateral Agent arising under the Loan Documents (including by virtue of a Uniform Commercial Code financing statement having been recorded against a Loan Party in respect of such Lien), shall be deemed materially adverse to the Lenders).

(k) Regulations T, U and X. No Loan Party is or will be engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X), and no proceeds of any Revolving Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

(l) [Reserved.]

(m) Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements and accreditations, or has entered into contractual arrangement with third parties that are in full force and effect, required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person (including, without limitation, any such permit, license, authorization, approval, entitlement and accreditation issued or required by the FDA, the NRC and any similar state Governmental Authority), except where noncompliance could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, no condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, could reasonably be expected to result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and to the knowledge of the Loan Parties there is no claim that any thereof is not in full force and effect.

(n) Properties.

(i) Each Loan Party has good and marketable title to, valid leasehold interests in, or valid licenses to use, all property and assets material to its business, free and clear of all Liens, except Permitted Liens. All its tangible properties and assets are in good working order and condition, ordinary wear and tear, casualty and loss excepted, except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect.

(ii) Schedule 6.01(n) sets forth a complete and accurate list, as of the Effective Date, of the location of all real property owned or leased by each Loan Party

(o) Full Disclosure. None of the other reports, financial statements, certificates or other written information furnished by or on behalf of any Loan Party to the Agents in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which it was made, not materially misleading; provided that, with respect to projected financial information, each Loan Party represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time prepared.

(p) Environmental Matters. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, (i) the operations of each Loan Party are in compliance in all respects with all Environmental Laws; (ii) there has been no Release at any of the properties owned or operated by any Loan Party or a predecessor in interest, or at any disposal or treatment facility which received Hazardous Materials generated by any Loan Party or any predecessor in interest; (iii) no Environmental Action has been asserted against any Loan Party or any predecessor in interest nor does any

Loan Party have knowledge or notice of any threatened or pending Environmental Action against any Loan Party or any predecessor in interest; (iv) no Environmental Actions have been asserted against any facilities that may have received Hazardous Materials generated by any Loan Party or any predecessor in interest; (v) no property now or formerly owned or operated by a Loan Party has been used as a treatment or disposal site for any Hazardous Material; (vi) no Loan Party has failed to report to the proper Governmental Authority any Release which is required to be so reported by any Environmental Laws; (vii) each Loan Party holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of the business carried on by it; and (viii) no Loan Party has received any notification pursuant to any Environmental Laws that (A) any work, repairs, construction or Capital Expenditures are required to be made in respect as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto or (B) any license, permit or approval referred to above is about to be reviewed, made, subject to limitations or conditions, revoked, withdrawn or terminated.

(q) Insurance. Each Loan Party keeps its property adequately insured and maintains (i) insurance to such extent and against such risks, including fire, as is customary with companies in the same or similar businesses, (ii) worker's compensation insurance in the amount required by applicable law, (iii) public liability insurance, which shall include product liability insurance, in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (iv) such other insurance as may be required by law. Schedule 6.01(q) sets forth a list of all insurance maintained by each Loan Party on the Effective Date.

(r) Use of Proceeds. The Letters of Credit and the proceeds of the Revolving Loans shall be used to fund working capital and for other general corporate purposes.

(s) Solvency. After giving effect to the transactions contemplated by this Agreement and before and after giving effect to each Revolving Loan and Letter of Credit, the Parent and its Subsidiaries on a consolidated basis are Solvent.

(t) [Reserved.]

(u) Intellectual Property. Except as set forth on Schedule 6.01(u), each Loan Party owns or licenses or otherwise has the right to use all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications and other intellectual property rights that are necessary for the operation of its business, without infringement upon or conflict with the rights of any other Person with respect thereto, except for such infringements and conflicts which, individually or in the aggregate, could not have a Material Adverse Effect. Set forth on Schedule 6.01(u) is a complete and accurate list as of the Effective Date of all such material licenses and all such registered or applied for patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications and other intellectual property rights of each Loan Party. To the knowledge of each Loan Party, no slogan or other advertising device, product, process, method, substance, part or other material now

employed, or now contemplated to be employed, by any Loan Party infringes upon or conflicts with any rights owned by any other Person, and no claim or litigation regarding any of the foregoing is pending or threatened by or against a Loan Party, except for such infringements and conflicts which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(v) [Reserved.]

(w) Investment Company Act. None of the Loan Parties is an "investment company" or an "affiliated person" or "promoter" of, or "principal underwriter" of or for, an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended.

(x) Employee and Labor Matters. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, there is (i) no unfair labor practice complaint pending or, to the best knowledge of any Loan Party, threatened against any Loan Party before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party which arises out of or under any collective bargaining agreement, (ii) to the knowledge of any Loan Party, no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened against any Loan Party or (iii) to the best knowledge of any Loan Party, no union representation question existing with respect to the employees of any Loan Party and no union organizing activity taking place with respect to any of the employees of any Loan Party. No Loan Party or any of its ERISA Affiliates has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act ("WARN") or similar state law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of any Loan Party have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(y) Security Interests.

(i) Schedule 6.01(y)(i) sets forth a complete and accurate list as of the date hereof of (i) the exact legal name of each Loan Party, (ii) the jurisdiction of organization of each Loan Party, (iii) the organizational identification number of each Loan Party (or indicates that such Loan Party has no organizational identification number), (iv) the chief executive office of each Loan Party and (v) the federal employer identification number of each Loan Party.

(ii) Each Security Agreement creates in favor of the Collateral Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 5.01(d)(ii) and the recording of the Collateral Assignments for Security referred to in each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security

interests in and Liens on all material Collateral granted thereby shall be perfected, first priority security interests (subject only to Permitted Liens), and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (i) the filing of continuation statements in accordance with applicable law, (ii) the recording of the Collateral Assignments for Security pursuant to each Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights and (iii) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign intellectual property.

ARTICLE VII

COVENANTS OF THE LOAN PARTIES

Section 7.01 Affirmative Covenants.

So long as any principal of or interest on any Revolving Loan, Reimbursement Obligation, Letter of Credit Obligation or any other Obligation (whether or not due, other than Contingent Indemnification Obligations) shall remain unpaid or any Lender shall have any Revolving Credit Commitment hereunder, each Loan Party will, unless the Required Lenders shall otherwise consent in writing:

(a) Reporting Requirements. Furnish to each Agent and each Lender:

(i) as soon as available and in any event within 60 days after the end of the first three fiscal quarters of Fiscal Year 2010 of the Parent and its Subsidiaries (commencing with the fiscal quarter of the Parent and its Subsidiaries ending June 30, 2010) and 45 days after the end of the first three fiscal quarters of each Fiscal Year of the Parent and its Subsidiaries thereafter, consolidated balance sheets, consolidated statements of operations and retained earnings and consolidated statements of cash flows of the Parent and its Subsidiaries as at the end of such quarter, and for the lapsed portions of such Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the figures for the corresponding date or period of the immediately preceding Fiscal Year, together with a management analysis and discussion related thereto (to the extent available), all in reasonable detail and certified by an Authorized Officer of the Parent as fairly presenting, in all material respects, the financial position of the Parent and its Subsidiaries as of the end of such quarter and the results of operations and cash flows of the Parent and its Subsidiaries for such quarter, in accordance with GAAP, subject to normal year-end adjustments and the absence of footnotes;

(ii) as soon as available and in any event within 120 days after the end of each Fiscal Year of the Parent and its Subsidiaries (commencing with the Fiscal Year ending December 31, 2010), consolidated balance sheets, consolidated

statements of operations and retained earnings and consolidated statements of cash flows of the Parent and its Subsidiaries as at the end of such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the immediately preceding Fiscal Year, in each case all in reasonable detail and prepared in accordance with GAAP, and accompanied by a report and an opinion, prepared in accordance with generally accepted auditing standards, of Deloitte & Touche USA LLP or other independent certified public accountants of recognized national standing selected by the Parent (which opinion shall be without a "going concern" or other like qualification or exception);

(iii) as soon as available, and in any event within 30 days after the end of each fiscal month of the Parent and its Subsidiaries, internally prepared summary financial reports reviewed by an Authorized Officer of the Parent;

(iv) simultaneously with the delivery of the financial statements of the Parent and its Subsidiaries required by clauses (i) and (ii) of this Section 7.01(a), a Compliance Certificate of an Authorized Officer of the Parent (A) stating that such Authorized Officer has reviewed the provisions of this Agreement and the other Loan Documents and has made or caused to be made under his or her supervision a review of the condition and operations of the Parent and its Subsidiaries during the period covered by such financial statements with a view to determining whether the Parent and its Subsidiaries were in compliance with all of the provisions of this Agreement and such Loan Documents at the times such compliance is required hereby and thereby, and that such review has not disclosed, and such Authorized Officer has no knowledge of, the existence and continuance of an Event of Default or Default as of the last day of the applicable fiscal period or, if such an Event of Default or Default existed, describing the nature thereof and the action which the Parent and its Subsidiaries propose to take or have taken with respect thereto and (B) attaching a schedule showing the calculations specified in Section 7.03;

(v) as soon as available and in any event not later than 60 days after the end of each Fiscal Year, a budget for the Parent and its Subsidiaries including unaudited or estimated financial statements for such Fiscal Year most recently ended and including balance sheets, statements of income and sources and uses of cash, for the immediately succeeding Fiscal Year (commencing with the Fiscal Year ending December 31, 2011) prepared in detail on a quarterly basis, with appropriate presentation and discussion of the principal assumptions upon which such budgets are based, accompanied by the statement of an Authorized Officer of Parent to the effect that the budget of the Parent is a reasonable estimate for the periods covered thereby, prepared on a reasonable basis and in good faith by such Authorized Officer based on assumptions believed to be reasonable at the time such budget was furnished to the Lenders and upon the best information then reasonably available to the Parent;

(vi) promptly after submission to any Governmental Authority, a summary in reasonable detail of all documents and information furnished to such Governmental Authority in connection with any investigation of any Loan Party or

any Subsidiary of a Loan Party (other than routine inquiries by such Governmental Authority) if such investigation could reasonably be expected to have a Material Adverse Effect;

(vii) as soon as possible, and in any event within 5 Business Days after knowledge of an Authorized Officer of the Borrower of the occurrence of an Event of Default or Default or the occurrence of any event or development that could reasonably be expected to have a Material Adverse Effect, the written statement of an Authorized Officer of the Borrower setting forth the details of such Event of Default or Default or other event or development having a Material Adverse Effect and the action which the affected Loan Party proposes to take with respect thereto;

(viii) solely to the extent that any Loan Party has and maintains a material Plan and solely in respect of any such material Plans, (A) as soon as possible and in any event within 10 Business Days after any Loan Party or ERISA Affiliate thereof knows that (1) any Termination Event with respect to any Employee Plan has occurred, or (2) an accumulated funding deficiency has been incurred or an application has been made to the Secretary of the Treasury for a waiver or modification of the minimum funding standard (including installment payments) or an extension of any amortization period under Section 412 of the Internal Revenue Code with respect to an Employee Plan, a statement of an Authorized Officer of the Administrative Borrower setting forth the details of such occurrence and the action, if any, which such Loan Party or such ERISA Affiliate proposes to take with respect thereto, (B) promptly and in any event within 10 Business Days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from the PBGC, copies of each notice received by any Loan Party or any ERISA Affiliate thereof of the PBGC's intention to terminate any Plan or to have a trustee appointed to administer any Plan, (C) promptly and in any event within 10 Business Days after any Loan Party or any ERISA Affiliate thereof knows that a required installment within the meaning of Section 412 of the Internal Revenue Code has not been made when due with respect to an Employee Plan, (D) promptly and in any event within 10 Business Days after receipt thereof by any Loan Party or any ERISA Affiliate thereof from a sponsor of a Multiemployer Plan or from the PBGC, a copy of each notice received by any Loan Party or any ERISA Affiliate thereof concerning the imposition or amount of withdrawal liability under Section 4202 of ERISA or indicating that such Multiemployer Plan may enter reorganization status under Section 4241 of ERISA, and (E) promptly and in any event within 10 Business Days after any Authorized Officer of any Loan Party or any ERISA Affiliate thereof sends notice of a plant closing or mass layoff (as defined in WARN) to employees, copies of each such notice sent by such Loan Party or such ERISA Affiliate thereof;

(ix) promptly after the commencement thereof but in any event not later than 5 Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by, any Loan Party, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory

body or any arbitrator that could reasonably be expected to have a Material Adverse Effect;

(x) [reserved];

(xi) promptly after the sending or filing thereof, copies of all statements, reports and other information any Loan Party files with the SEC or any national (domestic or foreign) securities exchange; and

(xii) promptly upon request, such other information concerning the condition or operations, financial or otherwise, of any Loan Party or any Subsidiary as any Agent may from time to time may reasonably request.

Notwithstanding anything to the contrary contained herein, if (i) the Parent's financial statements are consolidated with the financial statements of any direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties, then the requirements to deliver statements, reports and other information pursuant to clauses (a)(i) and (a)(ii) hereof may be satisfied by delivering such consolidated statements, reports and other information of such direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties accompanied by a schedule showing, in reasonable detail, consolidating adjustments, if any, attributable solely to the Parent and its Subsidiaries, and (ii) the Parent or any direct or indirect parent thereof is subject to the periodic reporting requirements of the Exchange Act, all statements, reports and other information required to be delivered pursuant to clauses (a)(i), (a)(ii) and (a)(xi) hereof shall be deemed to have been delivered to the extent such statements, reports and other information are otherwise filed with the SEC and included in a link that is delivered electronically by the Borrower to the Administrative Agent within the deadlines set forth in such clauses.

(b) Additional Guaranties and Collateral Security . Cause:

(i) each Domestic Subsidiary of any Loan Party not in existence on the Effective Date to execute and deliver to the Collateral Agent promptly and in any event within 14 days (or such later date as may be agreed by the Collateral Agent) after the formation, acquisition or change in status thereof (A) a Guaranty guaranteeing the Obligations, (B) a Security Agreement, together with (x) certificates evidencing all (or, in the case of a direct Foreign Subsidiary owned by such Domestic Subsidiary, 65% of the voting equity and 100% of the non-voting equity) of the Capital Stock of any Person owned by such Subsidiary, if certificated, (y) undated stock powers executed in blank with signature guaranteed, and (z) such opinion of counsel and such approving certificate of such Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate, (C) one or more Mortgages creating on any owned real property with a Current Value of more than $20,000,000 of such Subsidiary a perfected, first priority Lien on such real property, together with one or more Title Insurance Policies covering such real property, each in form and substance reasonably satisfactory to the Collateral Agent, together with such other agreements, instruments and documents as the Collateral Agent may

reasonably require whether comparable to the documents required under Section 7.01(m) or otherwise; and (D) such other agreements, instruments, approvals, legal opinions or other documents reasonably requested by the Collateral Agent in order to create, perfect, establish the first priority of or otherwise protect any Lien purported to be covered by any such Security Agreement or otherwise to effect the intent that such Subsidiary shall become bound by all of the terms, covenants and agreements applicable to the Loan Parties contained in the Loan Documents and that all property and assets of such Subsidiary shall become Collateral for the Obligations;

(ii) each owner of the Capital Stock of any such Subsidiary to execute and deliver promptly and in any event within 14 days (or such later date as may be agreed by the Collateral Agent) after the formation or acquisition of such Subsidiary a supplement to the Security Agreement, together with (A) certificates evidencing all (or, in the case of such direct Foreign Subsidiary of a Loan Party, 65% of the voting equity and 100% of the non-voting equity) of the Capital Stock of such Subsidiary, (B) undated stock powers or other appropriate instruments of assignment executed in blank with signature guaranteed, (C) such opinion of counsel and such approving certificate of such Subsidiary as the Collateral Agent may reasonably request in respect of complying with any legend on any such certificate and (D) such other agreements, instruments, approvals, legal opinions or other documents reasonably requested by the Collateral Agent; and

(iii) without limiting the generality of Section 7.02(a), no Loan Party will create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any consensual Lien upon or with respect to the Capital Stock of any Foreign Subsidiary to any Person (except for the pledge of 65% of the voting Capital Stock and 100% of the non-voting Capital Stock of a direct Foreign Subsidiary to the Collateral Agent, for the benefit of itself and the Lenders, as contemplated in this Section 7.01(b)).

(c) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply, with (i) its Governing Documents, (ii) all applicable Laws (including, without limitation, any Laws of the FDA, NRC and any Applicable State Regulatory Authority and any Environmental Laws), orders, judgments and awards (including any settlement of any claim that, if breached, could give rise to any of the foregoing), and (iii) all Contractual Obligations, except in the case of clauses (ii) and (iii) to the extent any noncompliance could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or upon any of its properties, and (ii) paying all lawful claims which if unpaid might become a Lien or charge upon any of its properties, except in each case to the extent contested in good faith by proper proceedings and in the case of any tax, assessment, charge, levy or claim that has or may become a Lien against any Collateral, which stay the imposition of any Lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof in accordance with GAAP.

(d) Preservation of Existence, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, (i) its existence, rights and privileges, and (ii) become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except in the case of clause (ii) to the extent that the failure to do so could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(e) Keeping of Records and Books of Account. Keep, and cause each of its Subsidiaries to keep, adequate records and books of account, with complete entries made to permit the preparation of financial statements in accordance with GAAP.

(f) Inspection Rights. Permit, and cause each of its Subsidiaries to permit, the agents and representatives of any Agent at any time and from time to time during normal business hours, at the reasonable expense of the Borrower, to examine and make copies of and abstracts from its records and books of account, to visit and inspect its properties, to verify materials, leases, notes, accounts receivable, deposit accounts and its other assets, to conduct audits, physical counts, valuations, appraisals, environmental site assessments or examinations and to discuss its affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives. In furtherance of the foregoing, each Loan Party hereby authorizes its independent accountants, and the independent accountants of each of its Subsidiaries, to discuss the affairs, finances and accounts of such Person (independently or together with representatives of such Person) with the agents and representatives of any Agent in accordance with this Section 7.01(f), provided that (A) the Borrower or a representative of the Borrower shall be present for such communications, and (B) if no Event of Default has occurred and is continuing, (i) only the Administrative Agent on behalf of the Lenders may exercise the visitation and inspections rights, and (ii) the Administrative Agent may visit and inspect only one time during any calendar year.

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its tangible properties which are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty excepted, and comply, and cause each of its Subsidiaries to comply, at all times with the provisions of all leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent the failure to so maintain and preserve or so comply could not reasonably be expected to result in a Material Adverse Effect.

(h) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, product liability, hazard, rent, worker's compensation and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any Governmental Authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by

companies in similar businesses similarly situated. All policies covering the Collateral are to be made payable to the Collateral Agent for the benefit of the Lenders, as its interests may appear, in case of loss, under a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as the Collateral Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to any payments to be made under such policies. All certificates of insurance are to be delivered to the Collateral Agent and the policies are to be premium prepaid, with the loss payable endorsement and, with respect to policies of liability insurance, additional insured endorsement, in favor of the Collateral Agent and such other Persons as the Collateral Agent may designate from time to time, and shall provide for not less than 30 days' prior written notice to the Collateral Agent of the exercise of any right of cancellation. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, the Collateral Agent may arrange for such insurance, but at the Borrower's expense and without any responsibility on the Collateral Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, and in respect of recoveries under a policy of property and casualty insurance in excess of $10,000,000, the Collateral Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies and the Collateral Agent will use commercially reasonable efforts to promptly notify the Borrower if the Collateral Agent undertakes any of the foregoing actions. Amounts received by the Collateral Agent pursuant to the immediately preceding sentence shall be applied to reduce the Obligations in such manner as the Collateral Agent shall elect (with any such application against the principal amount of the Revolving Loans to cause a corresponding reduction of the Total Revolving Credit Commitment if elected by Collateral Agent).

(i) Obtaining of Permits, Etc. Except as could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, obtain, maintain and preserve, and cause each of its Subsidiaries to obtain, maintain and preserve, and take all necessary action to timely renew, all permits, licenses, authorizations, approvals, entitlements and accreditations which are necessary or useful in the proper conduct of its business (including, without limitation, any permit, license, authorization, approval, entitlement and accreditation required by the FDA, NRC or Applicable State Regulatory Authority).

(j) Environmental. (i) Keep any property either owned or operated by it or any of its Subsidiaries free of any Environmental Liens; (ii) except to the extent such failure to comply could reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect, comply, and cause each of its Subsidiaries to comply, in all respects with Environmental Laws (such compliance to include, without limitation, (A) the maintenance of the financial assurance required by the Nuclear Regulatory Commission and Department of Public Health of the Commonwealth of Massachusetts with respect to the

Facility, covering the estimated amount needed to decontaminate and decommission the Facility at the end of the Facility's use as a nuclear facility, and (B) the appropriate use, handling, generation, storage, treatment, Release and disposal of Hazardous Materials at any property owned or leased by it or any of its Subsidiaries in accordance with applicable Environmental Laws) and provide to the Collateral Agent any documentation of such compliance which the Collateral Agent may reasonably request; (iii) provide the Agents written notice within ten (10) days of the Borrower obtaining knowledge of any Release of a Hazardous Material in excess of any reportable quantity from or onto property at any time owned or operated by it or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect and take any Remedial Actions required to abate said Release; (iv) provide the Agents with written notice within ten (10) days of the receipt of any of the following: (A) notice that an Environmental Lien has been filed against any property of any Loan Party or any of its Subsidiaries; (B) commencement of any Environmental Action or notice that an Environmental Action will be filed against any Loan Party or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect; and (C) notice of a violation, citation or other administrative order which could reasonably be expected to have a Material Adverse Effect; (v) not incur any Environmental Liabilities and Costs the payment of which could reasonably be expected to have a Material Adverse Effect; and (vi) defend, indemnify and hold harmless the Agents and the Lenders and their transferees, and their respective employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses) arising out of (A) the generation, presence, disposal, Release or threatened Release of any Hazardous Materials on, under, in, originating or emanating from any property at any time owned or operated by any Loan Party or any of its Subsidiaries (or its predecessors in interest or title), (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the presence or Release of such Hazardous Materials, (C) any request for information, investigation, lawsuit brought or threatened, settlement reached or order by a Governmental Authority relating to the presence or Release of such Hazardous Materials, (D) any violation of any Environmental Law by any Loan Party or any of its Subsidiaries and/or (E) any Environmental Action filed against any Agent or any Lender.

(k) Further Assurances. Take such action and execute, acknowledge and deliver, and cause each of its Subsidiaries to take such action and execute, acknowledge and deliver, at its sole cost and expense, such agreements, instruments or other documents as any Agent may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement and the other Loan Documents, (ii) to subject to valid and perfected first priority Liens (subject to Permitted Liens) any of the Collateral or any other property of any Loan Party, (iii) to establish and maintain the validity and effectiveness of any of the Loan Documents and the validity, perfection and priority of the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer and confirm unto each Agent, each Lender and the L/C Issuer the rights now or hereafter intended to be granted to it under this Agreement or any other Loan Document. In furtherance of the foregoing, to the maximum extent permitted by applicable law, each Loan Party

(i) authorizes each Agent to execute any such agreements, instruments or other documents in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each Agent to file any financing statement required hereunder or under any other Loan Document, and any continuation statement or amendment with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (iii) ratifies the filing of any financing statement, and any continuation statement or amendment with respect thereto, filed without the signature of such Loan Party prior to the date hereof.

(l) Deposit Account Control Agreements. On any Bank Account Trigger Date, the Collateral Agent shall have the option to require that the Loan Parties cause all collection accounts and other deposit accounts (other than Excluded Accounts) of the Loan Parties to become subject to deposit account control agreements in favor of the Collateral Agent. Such control agreements, if required, must provide the Collateral Agent with "control" over such deposit accounts within the meaning of the Uniform Commercial Code and shall be otherwise reasonably acceptable to the Collateral Agent in form and content. If such requirement is imposed by the Collateral Agent, the Loan Parties shall have 60 days from the date upon which such requirement is communicated by the Collateral Agent to the Loan Parties to comply therewith; provided, that in the case of such requirement having been imposed on the basis of a Bank Account Trigger Date described in clause (ii) of the definition thereof, such requirement shall be considered satisfied if the Loan Parties use all commercially reasonable efforts to comply with the same.

(m) After Acquired Real Property. Upon the acquisition by any Loan Party after the date hereof of any fee interest in any real property (wherever located) (each such interest being an "After Acquired Property") with a Current Value (as defined below) in excess of $20,000,000 in the case of a fee interest, immediately so notify the Collateral Agent, setting forth with specificity a description of the interest acquired, the location of the real property, any structures or improvements thereon and either an appraisal or such Loan Party's good-faith estimate of the current value of such real property (for purposes of this Section, the "Current Value"). The Collateral Agent shall notify such Loan Party whether it intends to require a Mortgage and the other documents referred to below. Upon receipt of such notice requesting a Mortgage, the Person which has acquired such After Acquired Property shall promptly furnish to the Collateral Agent the following, each in form and substance reasonably satisfactory to the Collateral Agent: (i) a Mortgage with respect to such real property and related assets located at the After Acquired Property, each duly executed by such Person and in recordable form; (ii) evidence of the recording of the Mortgage referred to in clause (i) above in such office or offices as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to create and perfect a valid and enforceable first priority lien on the property purported to be covered thereby or to otherwise protect the rights of the Agents and the Lenders thereunder, (iii) a Title Insurance Policy, and (iv) such other documents or instruments (including guarantees and opinions of counsel) as the Collateral Agent may reasonably require. The Borrowers shall pay all fees and expenses, including reasonable attorneys' fees and expenses, and all title insurance charges and premiums, in connection with each Loan Party's obligations under this Section 7.01(m).

(n) [Reserved.]

(o) Post-Closing Deliveries. Cause to be delivered to the Collateral Agent each of the following, within the time specified (or such later date as may be agreed by the Collateral Agent in its reasonable discretion) and in form and substance reasonably satisfactory to the Collateral Agent:

(i) as soon as possible but in any event within 60 days after the Effective Date, a Mortgage, duly executed by each applicable Loan Party, with respect to the Facility;

(ii) as soon as possible but in any event within 60 days after the Effective Date, evidence of the recording of the Mortgage in such office or offices as may be necessary or, in the opinion of the Collateral Agent, desirable to perfect the Lien purported to be created thereby or to otherwise protect the rights of the Collateral Agent and the Lenders thereunder;

(iii) as soon as possible but in any event within 60 days after the Effective Date, a Title Insurance Policy or bring-down of the existing Title Insurance Policy with respect to the Mortgage with respect to the Facility; and

(iv) as soon as possible but in any event within 60 days after the Effective Date, such legal opinions or other documents reasonably requested by the Collateral Agent in connection with the Mortgage with respect to the Facility.

Section 7.02 Negative Covenants.

So long as any principal of or interest on any Revolving Loan, Reimbursement Obligation, Letter of Credit Obligation or any other Obligation (whether or not due, other than Contingent Indemnification Obligations) shall remain unpaid or any Lender shall have any Revolving Credit Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien upon or with respect to any of its properties, whether now owned or hereafter acquired, other than Permitted Liens.

(b) Indebtedness. Create, incur, assume, guarantee or suffer to exist, or otherwise become or remain liable with respect to, or permit any of its Subsidiaries to create, incur, assume, guarantee or suffer to exist or otherwise become or remain liable with respect to, any Indebtedness other than Permitted Indebtedness.

(c) Fundamental Changes; Dispositions. Wind-up, liquidate or dissolve, or merge, consolidate or amalgamate with any Person, or convey, sell, lease or sublease, transfer or otherwise dispose of, whether in one transaction or a series of related transactions, all or any part of its business, property or assets, whether now owned or hereafter acquired (or agree to do any of the foregoing), or purchase or otherwise acquire, whether in one

transaction or a series of related transactions, all or substantially all of the assets of any Person (or any division thereof) (or agree to do any of the foregoing), or permit any of its Subsidiaries to do any of the foregoing; provided, however, that

(i) any wholly-owned Subsidiary of any Loan Party (other than the Borrower) may be merged into such Loan Party or another wholly-owned Subsidiary of such Loan Party, or may consolidate with another wholly-owned Subsidiary of such Loan Party, so long as (A) no other provision of this Agreement would be violated thereby, (B) such Loan Party gives the Agents at least 3 Business Days' prior written notice of such merger or consolidation, (C) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, (D) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such merger or consolidation, (E) the Borrower is the surviving Person in the case of any merger or consolidation involving the Borrower, and a Subsidiary Guarantor is the surviving Person and remains a Domestic Subsidiary and a wholly-owned Subsidiary in case of any merger or consolidation involving a Subsidiary Guarantor, and (F) if the surviving entity is a Domestic Subsidiary, the surviving Subsidiary is joined as a Loan Party hereunder and is a party to a Guaranty and a Security Agreement and the Capital Stock of which Subsidiary is pledged to the Collateral Agent, in each case, which is in full force and effect on the date of and immediately after giving effect to such merger or consolidation;

(ii) any Loan Party and its Subsidiaries may:

(A) sell Inventory in the ordinary course of business,

(B) dispose of obsolete, worn-out, condemned or surplus equipment or equipment no longer useful in the ordinary course conduct of the business of the Parent and its Subsidiaries, in each case in the ordinary course of business,

(C) abandon or otherwise dispose of immaterial Intellectual Property in the ordinary course of business,

(D) enter into leases, sub-leases, licenses or sub-licenses of, or other grants of rights to use, real or personal property (including Intellectual Property) in the ordinary course of business,

(E) enter into investments to the extent permitted by Section 7.02(e),

(F) (I) any Subsidiary of the Parent that is not a Loan Party may dispose of any or all of its assets to a Loan Party or to a wholly-owned Subsidiary, and (II) any Loan Party may dispose of any or all of its assets to any other Loan Party, provided that (x) the Agents shall have received at least

60 days' prior written notice of such disposal, (y) no Default or Event of Default shall have occurred and be continuing either before or after giving effect to such transaction, and (z) the Lenders' rights in any Collateral, including, without limitation, the existence, perfection and priority of any Lien thereon, are not adversely affected by such disposition,

(G) dispose of, settle and write off delinquent accounts receivable in the ordinary course of business for purposes of settlement or collection only (but not any bulk sale or securitization transaction),

(H) sell or otherwise dispose of a nominal amount of Capital Stock issued by the Parent or any Subsidiary in order to qualify members of the board of directors or equivalent governing body of such Person to the extent required by applicable law (subject to the other provisions of the Loan Documents),

(I) dispose of property which constitutes, or which is subject to, a Casualty Event,

(J) dispose of property listed on Schedule 7.02(c) for cash in an amount not less than the fair market value of such property, and

(K) sell or otherwise dispose of other property or assets for cash in an aggregate amount not less than the fair market value of such property or assets,

provided that the net cash proceeds of such Dispositions in the case of clauses (J) and (K) above, do not exceed $15,000,000 in the aggregate in any twelve-month period.

(d) Change in Nature of Business. Engage, or cause any of its Subsidiaries to engage, directly or indirectly in any business, other than those businesses in which the Borrower and its Subsidiaries are engaged on the Effective Date (consisting of the development, manufacture, distribution, marketing and sale of the Products and the preparation and distribution of diagnostic and therapeutic agents) or which are similar or reasonably related thereto.

(e) Revolving Loans, Advances, Investments, Etc. Make or commit or agree to make any loan, advance guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any shares of the Capital Stock, bonds, notes, debentures or other securities of, or make or commit or agree to make any other investment in, any other Person, or purchase or own any futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, or permit any of its Subsidiaries to do any of the foregoing, except for:

(i) investments existing on the date hereof, as set forth on Schedule 7.02(e) hereto, but not any increase in the amount thereof as set forth in this paragraph or in such Schedule;

(ii) loans, advances and investments (x) by any Loan Party in any other Loan Party (other than the Parent), (y) by any Subsidiary that is not a Loan Party in any Loan Party (other than the Parent) or any other Subsidiary that is also not a Loan Party, and (z) by any Loan Party in any Subsidiary that is not a Loan Party in an aggregate amount not to exceed (when combined with Contingent Obligations of the Borrower and such Subsidiary Guarantors in respect of any Subsidiary that is not a Loan Party) at any one time outstanding $25,000,000;

(iii) Liquid Investments;

(iv) Permitted Acquisitions;

(v) investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss, and investments in the form of deposits, prepayments and other credits to suppliers made in the ordinary course of business;

(vi) investments consisting of deposit accounts and the acceptance and endorsements of checks or other negotiable instruments for deposit or collection, in each case in the ordinary course of business;

(vii) Hedging Agreements permitted by Section 7.02(a) and the other provisions of this Agreement;

(viii) loans and advances to directors, employees and officers of the Parent and its Subsidiaries for travel, entertainment, relocation or similar business purposes, in each case in the ordinary course of business, in an aggregate amount not to exceed $5,000,000 at any time outstanding;

(ix) loans and advances to the Parent in lieu of, and not in excess of the amount of (after giving effect to any other loans, advances or dividends in respect thereof), dividends to the extent permitted to be made to the Parent in accordance with Section 7.02(h);

(x) investments consisting of noncash loans to directors, officers or employees of the Parent or a Subsidiary that are used solely by such employees to simultaneously purchase Capital Stock of the Parent; provided that any such loan shall be evidenced by a promissory note and shall be pledged to the Collateral Agent in accordance with the Security Agreement;

(xi) investments by the Borrower or any of its Subsidiaries in a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form, other than a Subsidiary of the Parent (a " Joint Venture"), in each case to the extent (A) the Loan Parties collectively do not loan, advance or invest more than $20,000,000 at any time outstanding for all such Joint Ventures combined, (B) after giving effect to such Joint Venture on a Pro Forma Basis, the Parent shall be in compliance with all covenants set forth in Section 7.03 recomputed as at the last day of the most recently ended fiscal quarter of the Parent for which financial statements are available (assuming, for purposes of Section 7.03, that such transaction, and all Permitted Acquisitions consummated since the first day of the relevant period for the testing of each of the financial covenants set forth in Section 7.03 ending on or prior to the date of such transaction, had occurred on the first day of such relevant fiscal period), (C) such Joint Venture will be engaged in the same or a related business as the Loan Parties and as described in Section 7.02(d) and (D) the Loan Parties holding the equity of any such Joint Venture shall execute and deliver the agreements, instruments and other documents required by Section 7.01(b); and

(xii) investments consisting of purchases of the Borrower of the Senior Notes in the open market (or otherwise), in each case so long as (x) no Event of Default exists at the time thereof, (y) Availability is not less than $25,000,000 after giving effect thereto and (z) such Senior Notes, upon such purchase by the Borrower, are cancelled.

In determining the amount of investments, acquisitions, loans, and advances permitted under this Section, the amount of any investment or acquisition outstanding at any time shall be the aggregate cash investment less all cash returns, cash dividends and cash distributions (or the fair market value of any non-cash returns, dividends and distributions) received by such Person in respect of the capital thereof, and any loan or advance outstanding shall be calculated without regard to any write downs or write-offs.

(f) [intentionally omitted]

(g) Capital Expenditures. Make or commit or agree to make, or permit any of its Subsidiaries to make or commit or agree to make, any Capital Expenditure (by purchase or Capitalized Lease) that would cause the aggregate amount of all Capital Expenditures made by the Loan Parties and their Subsidiaries to exceed $20,000,000 in any Fiscal Year (the "Specified Annual Limit"). Notwithstanding the foregoing, (i) the Specified Annual Limit for any Fiscal Year may be increased by an amount, at the time such Capital Expenditure was made, up to the Available Equity Issuance Amount (to the extent such Capital Expenditure conforms with the notice provided by the Borrower to the Collateral Agent pursuant to the definition of " Earmarked Equity Issuance"), and (ii) 100% of the Specified Annual Limit (disregarding any increase by reason of clause (i) and the Available Equity Issuance Amount from any Earmarked Equity Issuance), if not so expended in any Fiscal Year for which it is permitted, may be added (the " Carryover Amount") to the amount of Capital Expenditure permitted for the immediately succeeding (but not any other) Fiscal

Year for expenditure in any succeeding Fiscal Year. Capital Expenditures made pursuant to this Section during any Fiscal Year shall be deemed made, first, in respect of the Specified Annual Limit permitted for such Fiscal Year without regard to clauses (i) and (ii) above, second, in respect of the Carryover Amount from the immediately preceding Fiscal Year, and third, in respect of the Available Equity Issuance Amount pursuant to clause (i) above.

(h) Restricted Payments. (i) Declare or pay any dividend or other distribution, direct or indirect, on account of any Capital Stock of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any Capital Stock of any Loan Party or any direct or indirect parent of any Loan Party, now or hereafter outstanding, (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of Capital Stock of any Loan Party, now or hereafter outstanding, (iv) return any Capital Stock to any shareholders or other equity holders of any Loan Party or any of its Subsidiaries, or make any other distribution of property, assets, shares of Capital Stock, warrants, rights, options, obligations or securities thereto as such or (v) pay any management fees or any other fees or expenses (including the reimbursement thereof by any Loan Party or any of its Subsidiaries) pursuant to any management, consulting or other services agreement to any of the shareholders or other equityholders of any Loan Party or any of its Subsidiaries or other Affiliates, or to any other Subsidiaries or Affiliates of any Loan Party (each, a " Restricted Payment"); provided, however, that:

(A) the Borrower may pay dividends to the Parent and the Parent may pay dividends to any direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties to the extent actually used by the Parent or such direct or indirect parent (1) to pay customary franchise taxes and other fees that are required to maintain the legal existence of such Person in the ordinary course of its business as a holding company, (2) to pay reasonable out-of-pocket legal, accounting and filing costs and other reasonable expenses that would otherwise constitute an operating expense of the Borrower and in the nature of customary overhead in the ordinary course of business of such Person and to enable such Person to pay reasonable and customary fees and expenses (including, without limitation, salary, bonus, contributions to pension and 401(k) plans, deferred compensation and other benefits) owing to directors, officers and employees of such Person, to the extent such amounts are attributable to the ownership or operation of the Borrower and its Subsidiaries provided that the aggregate amount of all payments pursuant to this clause (2) shall not exceed $10,000,000 in any Fiscal Year, (3) to enable the Parent, the Ultimate Parent or any direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties to make payments to directors, officers or employees of such Person with respect to actual, out-of-pocket indemnities (including without limitation, attorneys' fees, other expenses, reimbursements and other out-of-pocket disbursements), provided that, at the election of the Collateral Agent, which

the Collateral Agent may and, upon the direction of the Required Lenders, shall make by notice to the Borrower, no such payment shall be made if a Default under Section 9.01(a), (f) or (g) shall have occurred and be continuing or would result from the making of any such payment, and (4) any amounts required for the Parent, the Ultimate Parent, or any direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties to pay reasonable fees and expenses, other than to Affiliates of the Borrower, related to any equity or debt offering of such Person where such transaction would not be prohibited by the terms hereof (whether or not such transaction is successful),

(B) the Borrower may pay dividends to the Parent and the Parent may pay dividends to any direct or indirect parent thereof to the extent not previously distributed under this Section 7.02(h), in amounts necessary to make Permitted Tax Distributions,

(C) any Subsidiary of the Borrower may pay dividends to the Borrower (but not to the Parent),

(D) the Parent may pay dividends in the form of common Capital Stock,

(E) the Borrower or any Subsidiary of the Borrower may, or may pay dividends to the Parent so that the Parent may, repurchase or redeem Qualified Capital Stock of the Parent, the Ultimate Parent or any direct or indirect parent thereof that is a holding company solely in respect of the Loan Parties owned by employees of the Parent, the Borrower or any of its Subsidiaries in connection with the exercise of stock options, stock appreciation rights or similar equity incentives or equity based incentives pursuant to management incentive plans or in connection with the death, disability, severance or termination of such employees, provided that, (i) the aggregate amount of such payments shall not exceed $5,000,000 in any Fiscal Year (provided that 100% of such amount, if not paid in any Fiscal Year for which it is permitted, may be added to the amount of such payments permitted for any succeeding Fiscal Year) and (ii) to the extent that the consideration for its Capital Stock is not in the form of a promissory note, no such payment shall be made if an Event of Default shall have occurred and be continuing or would arise as a result of such payment,

(F) non-cash repurchases of Capital Stock in the Parent or any direct or indirect parent thereof deemed to occur upon exercise of stock options or warrants if such Capital Stock represent a portion of the exercise price of such options or warrants,

(G) to the extent constituting restricted payments under this Section 7.02(h), any Loan Party may enter into and consummate transactions

and pay any amounts expressly permitted under Section 7.02(c)(i) and Section 7.02(j),

(H) the Loan Parties and their Subsidiaries may pay management, consulting, monitoring and advisory fees to the Sponsor pursuant to the Management Services Agreement in the amounts and at the times specified in the Management Services Agreement (as in effect on the Effective Date) and actual, out-of-pocket indemnities, reimbursements and reasonable expenses related thereto in accordance with the Management Services Agreement (as in effect on the Effect Date), provided that at the election of the Collateral Agent, which the Collateral Agent may and, upon the direction of the Required Lenders, shall make by notice to the Borrower, no payment referred to in this clause (H) shall be made if any Default or Event of Default under Section 9.01(a), Section 9.01(c) (as a result of the failure to comply with any provision of Section 7.02 or Section 7.03), Section 9.01(f) or Section 9.01(g) shall have occurred and be continuing or would result from the making of any such payment,

(I) the Borrower and the Parent may pay the 2010 Dividend,

(J) the Borrower and the Parent may make Restricted Payments using the proceeds of Permitted Additional Debt, so long as (x) no Event of Default exists at the time any such Restricted Payment is made and (y) immediately after giving effect to each such Restricted Payment on a pro forma basis, the Consolidated Adjusted Total Leverage Ratio for the Parent and its Subsidiaries for the most recently ended four full fiscal quarters for which financial statements have been delivered to the Administrative Agent hereunder is not greater than 2.75:1.00, and

(K) the Borrower and the Parent may make additional Restricted Payments, in each case so long as (x) no Event of Default exists at the time thereof, (y) Availability is not less than $25,000,000 after giving effect thereto and (z) after giving effect thereto and any Indebtedness incurred in connection therewith on a pro forma basis, the Consolidated Adjusted Total Leverage Ratio for the Parent and its Subsidiaries for the most recently ended four full fiscal quarters for which financial statements have been delivered to the Administrative Agent hereunder is not greater than 2.00:1.00.

(i) Federal Reserve Regulations. Permit any Revolving Loan or the proceeds of any Revolving Loan under this Agreement to be used for any purpose that would cause such Revolving Loan to be a margin loan under the provisions of Regulation T, U or X of the Board.

(j) Transactions with Affiliates. Enter into, renew, extend or be a party to, or permit any of its Subsidiaries to enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease,

transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except:

(i) in the ordinary course of business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof;

(ii) transactions among the Borrower and its Subsidiaries (to the extent not otherwise restricted herein),

(iii) transactions expressly permitted by Section 7.02(e)(ii), 7.02(e)(viii) and 7.02(h),

(iv) sales of Qualified Capital Stock of the Parent to Affiliates of the Parent not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith, and

(v) transactions in the ordinary course of business with Joint Ventures in which the Borrower or any of its Subsidiaries holds or acquires an ownership interest (whether by way of Capital Stock or otherwise) so long as the terms of any such transactions are arms'-length and no less favorable to the Borrower or such Subsidiary than they are to other Joint Venture partners.

(k) Limitations on Dividends and Other Payment Restrictions Affecting Subsidiaries . Create or otherwise cause, incur, assume, suffer or permit to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of any Loan Party (i) to pay dividends or to make any other distribution on any shares of Capital Stock of such Subsidiary owned by any Loan Party or any of its Subsidiaries, (ii) to pay or prepay or to subordinate any Indebtedness owed to any Loan Party or any of its Subsidiaries, (iii) to make loans or advances to any Loan Party or any of its Subsidiaries or (iv) to transfer any of its property or assets to any Loan Party or any of its Subsidiaries, or permit any of its Subsidiaries to do any of the foregoing; provided, however, that nothing in any of clauses (i) through (iv) of this Section 7.02(k) shall prohibit or restrict compliance with:

(A) this Agreement, the other Loan Documents and the Senior Note Documents;

(B) any agreements in effect on the date of this Agreement and described on Schedule 7.02(k);

(C) any applicable law, rule or regulation (including, without limitation, applicable currency control laws and applicable state corporate statutes restricting the payment of dividends in certain circumstances);

(D) in the case of clause (iv) any agreement setting forth customary restrictions on the subletting, assignment or transfer of any property

or asset that is a lease, license, conveyance or contract of similar property or assets;

(E) in the case of clause (iv) any agreement, instrument or other document evidencing a Permitted Lien from restricting on customary terms the transfer of any property or assets subject thereto, or

(F) any agreement, instrument or other document evidencing Permitted Indebtedness, so long as such agreement, instrument or other document does not contain encumbrances and restrictions that are more restrictive taken as a whole to the Parent and its Subsidiaries than any such similar encumbrances and restrictions contained in this Agreement or the Senior Note Documents.

(l) Modifications of Indebtedness, Organizational Documents and Certain Other Agreements; Etc. (i) Amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subsidiaries' Subordinated Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture or loan agreement) relating to any such Subordinated Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subordinated Indebtedness, would increase the interest rate applicable to such Subordinated Indebtedness, would change any subordination provision of such Subordinated Indebtedness, or would otherwise be adverse to any Agent, any Lender, the L/C Issuer or the issuer of such Subordinated Indebtedness in any respect; (ii) make any voluntary or optional payment, prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subordinated Indebtedness (including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), or refund, refinance, replace or exchange any other Indebtedness for any such Subordinated Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness"), or make any payment, prepayment, redemption, defeasance, sinking fund payment or repurchase of any outstanding Subordinated Indebtedness as a result of any asset sale, change of control, issuance and sale of debt or equity securities or similar event, or give any notice with respect to any of the foregoing; (iii) amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) any of the provisions of any of its or its Subject Indebtedness or of any instrument or agreement (including, without limitation, any purchase agreement, indenture or loan agreement) relating to any such Subject Indebtedness if such amendment, modification or change would shorten the final maturity or average life to maturity of, or require any payment to be made earlier than the date originally scheduled on, such Subject Indebtedness; (iv) refund, refinance, replace or exchange any other Indebtedness for any Subject Indebtedness (except to the extent such Indebtedness is otherwise expressly permitted by the definition of "Permitted Indebtedness"); (v) make any voluntary or optional payment, prepayment, redemption, defeasance, sinking fund payment or other acquisition for value of any of its or its Subsidiaries' Subject Indebtedness

(including, without limitation, by way of depositing money or securities with the trustee therefor before the date required for the purpose of paying any portion of such Subordinated Indebtedness when due), except where (x) no Event of Default exists at the time thereof and (y) Availability is not less than $25,000,000 after giving effect thereto; or (vi) amend, modify or otherwise change any of its Governing Documents, including, without limitation, by the filing or modification of any certificate of designation, or any agreement or arrangement entered into by it, with respect to any of its Capital Stock (including any shareholders' agreement), or enter into any new agreement with respect to any of its Capital Stock, except any such amendment, modification or change or any such new agreement or arrangement pursuant to this clause (vi) that, either individually or in the aggregate, could not adversely affect any Agent, any Lender or the L/C Issuer in any material respect.

(m) [intentionally omitted]

(n) No Further Negative Pledge. Enter into, incur or permit to exist, or permit any Subsidiary to enter into, incur or permit to exist, directly or indirectly, any agreement, instrument, deed, lease or other arrangement that prohibits, restricts or imposes any condition upon the ability of the Parent, the Borrower or any Subsidiary of the Borrower to create, incur or permit to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, or that requires the grant of any security for an obligation if security is granted for another obligation, except the following: (i) this Agreement and the other Loan Documents, (ii) restrictions or conditions imposed by the Senior Note Documents, (iii) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 7.02(a) of this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (iv) any customary restrictions and conditions contained in agreements relating to the sale or other disposition of assets or of a Subsidiary pending such sale or other disposition; provided that such restrictions and conditions apply only to the assets or Subsidiary to be sold or disposed of and such sale or disposition is permitted hereunder, (v) customary provisions in leases restricting the assignment or sublet thereof and (vi) restrictions or conditions imposed by any agreement relating to Permitted Indebtedness if such restrictions or conditions are not more restrictive taken as a whole to the Parent and its Subsidiaries than the restrictions and conditions contained in this Agreement or the Senior Note Documents.

(o) Management Agreement. Agree to any amendment, modification or other change to the Management Services Agreement that either (i) increases or otherwise changes the payment obligations of any Loan Party or any of their Subsidiaries, or (ii) either individually or in the aggregate, could reasonably be expected to adversely affect any Agent or Lender in any respect.

(p) Parent. Allow the Parent to (i) Incur, directly or indirectly, any Indebtedness or any other obligation or liability whatsoever other than the Indebtedness and obligations under this Agreement, the other Loan Documents and the Senior Note Documents, (ii) create, incur or suffer to exist any consensual Lien upon any property or assets now owned or hereafter acquired, leased or licensed by it other than the Liens created under the Loan Documents to which it is a party, (iii) engage in any business or activity or

own any assets, other than in the case of clauses (i) and (iii) above, (A) holding 100% of the Capital Stock of the Borrower, (B) performing its obligations and activities incidental thereto under the Loan Documents and the Senior Note Documents, (C) making restricted payments and investments to the extent expressly permitted by this Agreement, (D) maintaining its corporate existence and activities incidental thereto, and (E) incurring Indebtedness under clauses (q), (t) and (v) of the definition of Permitted Indebtedness; (iv) consolidate with or merge with or into, or convey, transfer, lease or license all or any substantial portion of its assets to, any Person, (v) sell or otherwise dispose of any Capital Stock of the Borrower; or (vi) create or acquire any Subsidiary or make or own any investment in any Person other than the Borrower.

(q) Fiscal Year. Change the ending date of the Fiscal Year of the Parent and its Subsidiaries without the prior written consent of the Agents (such consent not to be unreasonably withheld but with appropriate related changes to the Agreement).

(r) Sale and Lease Back Transaction. Create, incur or suffer to exist, or permit any of its Subsidiaries to create, incur or suffer to exist, any obligations as lessee for the payment of rent for any real or personal property in connection with any sale and leaseback transaction.

Section 7.03 Financial Covenants.

So long as any principal of or interest on any Revolving Loan, Reimbursement Obligation, Letter of Credit Obligation or any other Obligation (whether or not due) shall remain unpaid or any Lender shall have any Revolving Credit Commitment hereunder, each Loan Party shall not, unless the Required Lenders shall otherwise consent in writing:

(a) Consolidated Total Leverage Ratio. Permit the Consolidated Total Leverage Ratio of the Parent and its Subsidiaries as of the last day of each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries to be greater than the applicable ratio set forth below:

Fiscal Quarter End	Consolidated Total Leverage Ratio
The end of each fiscal quarter during Fiscal Year 2010 (commencing with the fiscal quarter ending September 30, 2010) and the end of the first three fiscal quarters in Fiscal Year 2011	3.75:1.00
The end of the last fiscal quarter in Fiscal Year 2011 and the end of the first three fiscal quarters during Fiscal Year 2012	3.50:1.00
The end of the last fiscal quarter in 2012 and the end of each fiscal quarter thereafter	3.25:1.00

(b) Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio of the Parent and its Subsidiaries as of the last day of each period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries to be less than the applicable ratio set forth below:

Fiscal Quarter End	Consolidated Interest Coverage Ratio
The end of each fiscal quarter during Fiscal Year 2010 (commencing with the fiscal quarter ending September 30, 2010), the end of each fiscal quarter during Fiscal Year 2011 and the end of the first three fiscal quarters during Fiscal Year 2012	2.25:1.00
The end of the last fiscal quarter in 2012 and the end of each fiscal quarter thereafter	2.50:1.00

ARTICLE VIII

[Reserved.]

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01 Events of Default.

If any of the following Events of Default shall occur and be continuing:

(a) the Borrower shall (i) fail to pay any principal of any Revolving Loan, any Reimbursement Obligation when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) or (ii) fail to pay any interest on any Revolving Loan, any Reimbursement Obligation, or any fee, indemnity or other amount payable under this Agreement or any other Loan Document when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and in the case of clause (ii), such failure shall continue for more than three Business Days;

(b) or any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate, financial statement, report or statement of fact delivered to any Agent, any Lender or the L/C Issuer pursuant to any Loan Document shall have been incorrect in any material respect when made or deemed made;

(c) any Loan Party shall fail to perform or comply with:

(i) any covenant or agreement contained in clause (vii) of paragraph (a) of Section 7.01, or any covenant or agreement contained in Section 7.02 or Section 7.03;

(ii) any covenant or agreement contained in paragraph (h) (with respect to policies of property insurance) of Section 7.01, and such failure shall remain unremedied for a period of 5 Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party; or

(iii) any covenant or agreement contained in clauses (i) though (v) of paragraph (a), or paragraph (c) or (d)(i) (with respect to the Parent or the Borrower), of Section 7.01, and such failure shall remain unremedied for a period of 10 Business Days after the earlier of the date a senior officer of any Loan Party becomes aware of such failure and the date written notice of such default shall have been given by any Agent to such Loan Party;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for 30 days after the date written notice of such default shall have been given by any Agent to such Loan Party;

(e) the Parent or any of its Subsidiaries shall fail to pay any principal of or interest or premium on any of its Indebtedness (excluding Indebtedness evidenced by this Agreement), to the extent that the aggregate principal amount of all such Indebtedness exceeds $10,000,000, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) the Parent or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against the Parent or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) any Security Agreement, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Lenders on any Collateral purported to be covered thereby, except to the extent that any such loss of perfection or priority results solely from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing Capital Stock pledged to it or to file Uniform Commercial Code continuation statements;

(j) one or more judgments, orders or awards (or any settlement of any claim that, if breached, could result in a judgment, order or award) for the payment of money exceeding $10,000,000 in the aggregate shall be rendered against any Loan Party and remain unsatisfied and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement, (ii) there shall be a period of 45 consecutive days after entry thereof during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) at any time during which a stay of enforcement of any such judgment, order, award or settlement, by reason of a pending appeal or otherwise, is in effect, such judgment, order, award or settlement is not bonded in the full amount of such judgment, order, award or settlement; provided, however, that any such judgment, order, award or settlement shall not give rise to an Event of Default under this subsection (j) if and for so long as (A) the amount of such judgment, order, award or settlement is covered by a valid and binding policy of insurance between the defendant and the insurer covering full payment thereof and (B) such insurer has been notified, and has not disputed the claim made for payment, of the amount of such judgment, order, award or settlement;

(k) [reserved];

(l) any Loan Party or any of its ERISA Affiliates shall have made a complete or partial withdrawal from a Multiemployer Plan, and, as a result of such complete or partial withdrawal, any Loan Party or any of its ERISA Affiliates incurs a withdrawal liability in an annual amount exceeding $10,000,000; or a Multiemployer Plan enters reorganization status under Section 4241 of ERISA, and, as a result thereof any Loan Party's or any of its ERISA Affiliates' annual contribution requirements with respect to such Multiemployer Plan increases in an annual amount exceeding $10,000,000;

(m) any Termination Event with respect to any Employee Plan shall have occurred, and, 30 days after notice thereof shall have been given to any Loan Party by any Agent, (i) such Termination Event (if correctable) shall not have been corrected, and (ii) as a result of such Termination Event any Loan Party or any of its ERISA Affiliates incurs liability in excess of $10,000,000; or

(n) a Change of Control shall have occurred;

then, and in any such event, the Administrative Agent may, and shall at the request of the Required Lenders, by written notice to the Borrower, (i) terminate or reduce all Revolving Credit Commitments, whereupon all Revolving Credit Commitments shall immediately be so terminated or reduced, (ii) declare all or any portion of the Revolving Loans and Reimbursement Obligations then outstanding to be due and payable, whereupon all or such portion of the aggregate principal of all Revolving Loans and Reimbursement Obligations, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, without presentment, demand, protest or further notice of any kind, all of which, to the extent permitted by applicable law, are hereby expressly waived by each Loan Party and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Revolving Credit Commitments shall automatically terminate and all Revolving Loans and Reimbursement Obligations then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents shall become due and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party. Subject to Section 4.04(b), the Administrative Agent may, after the occurrence and during the continuation of any Event of Default, require the Borrower to deposit with the Administrative Agent with respect to each Letter of Credit then outstanding cash in an amount equal to 105% of the greatest amount for which such Letter of Credit may be drawn. Such deposits shall be held by the Administrative Agent in the Letter of Credit Collateral Account as security for, and to provide for the payment of, the Letter of Credit Obligations.

ARTICLE X

THE AGENTS

Section 10.01 Appointment and Authorization of Administrative Agent and Collateral Agent.

Each Lender and the L/C Issuer hereby appoints Bank of Montreal as the Administrative Agent and Harris N.A. the Collateral Agent under the Loan Documents and hereby authorizes each Agent to take such action as such Agent on its behalf and to exercise such powers under the Loan Documents as are delegated to such Agent by the terms thereof, together with such powers as are reasonably incidental thereto. The Lenders and L/C Issuer expressly agree that no Agent is acting as a fiduciary of the Lenders or the L/C Issuer in respect of the Loan Documents, the Borrower or otherwise, and nothing herein or in any of the other Loan Documents shall result in any duties or obligations on any Agent or any of the Lenders or L/C Issuer except as expressly set forth herein.

Section 10.02 Agents and Affiliates.

Each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any other Lender and may exercise or refrain from exercising such rights and power as though it were not an Agent, and each Agent and its affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Affiliate of the Borrower as if it were not an Agent under the Loan Documents. The term "Lender" as used herein and in all other Loan Documents, unless the context otherwise clearly requires, includes each Agent in its individual capacity as a Lender (if applicable).

Section 10.03 Action by Agents.

If the Administrative Agent receives from the Borrower a written notice of an Event of Default pursuant to and in compliance with the notice provisions hereof, the Administrative Agent shall promptly give each of the Lenders and L/C Issuer written notice thereof. The obligations of the Agents under the Loan Documents are only those expressly set forth therein. Without limiting the generality of the foregoing, no Agent shall be required to take any action hereunder with respect to any Default or Event of Default, except as otherwise expressly provided for herein. Upon the occurrence of an Event of Default, the Collateral Agent shall take such action to enforce its Lien on the Collateral and to preserve and protect the Collateral as may be directed by the Required Lenders. Unless and until the Required Lenders give such direction, the Collateral Agent may (but shall not be obligated to) take or refrain from taking such actions as it deems appropriate and in the best interests of the Lenders and L/C Issuer. In no event, however, shall an Agent be required to take any action in violation of applicable law or of any provision of any Loan Document, and each Agent shall in all cases be fully justified in failing or refusing to act hereunder or under any other Loan Document unless it first receives any further assurances of its indemnification from the Lenders that it may require, including prepayment of any related expenses and any

other protection it requires against any and all costs, expense, and liability which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall be entitled to assume that no Default or Event of Default exists unless notified in writing to the contrary by a Lender, the L/C Issuer, or the Borrower. In all cases in which the Loan Documents do not require each Agent to take specific action, the Administrative Agent shall be fully justified in using its discretion in failing to take or in taking any action thereunder. Any instructions of the Required Lenders, or of any other group of Lenders called for under the specific provisions of the Loan Documents, shall be binding upon all the Lenders and the holders of the Obligations.

Section 10.04 Consultation with Experts.

Each Agent may consult with legal counsel, independent public accountants, and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 10.05 Liability of Agents; Credit Decision.

Neither any Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or not taken by it in connection with the Loan Documents: (i) with the consent or at the request of the Required Lenders or (ii) in the absence of its own gross negligence or willful misconduct. Neither any Agent nor any of its directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify: (i) any statement, warranty or representation made in connection with this Agreement, any other Loan Document or any extension of credit hereunder; (ii) the performance or observance of any of the covenants or agreements of any Loan Party contained herein or in any other Loan Document; (iii) the satisfaction of any condition specified in ARTICLE V hereof, except receipt of items required to be delivered to the Administrative Agent; or (iv) the validity, effectiveness, genuineness, enforceability, perfection, value, worth or collectability hereof or of any other Loan Document or of any other documents or writing furnished in connection with any Loan Document or of any Collateral; and no Agent makes any representation of any kind or character with respect to any such matter mentioned in this sentence. Each Agent may execute any of its duties under any of the Loan Documents by or through employees, agents, and attorneys-in-fact and shall not be answerable to the Lenders, the L/C Issuer, the Borrower, or any other Person for the default or misconduct of any such agents or attorneys-in-fact selected with reasonable care. No Agent shall incur any liability by acting in reliance upon any notice, consent, certificate, other document or statement (whether written or oral) believed by it to be genuine or to be sent by the proper party or parties. In particular and without limiting any of the foregoing, no Agent shall have any responsibility for confirming the accuracy of any compliance certificate or other document or instrument received by it under the Loan Documents. Each Agent may treat the payee of any Obligation as the holder thereof until written notice of transfer shall have been filed with the Administrative Agent signed by such payee in form satisfactory to the Administrative Agent. Each Lender and L/C Issuer acknowledges that it has independently and without reliance on any Agent or any other Lender or L/C Issuer, and

based upon such information, investigations and inquiries as it deems appropriate, made its own credit analysis and decision to extend credit to the Borrower in the manner set forth in the Loan Documents. It shall be the responsibility of each Lender and L/C Issuer to keep itself informed as to the creditworthiness of the Borrower and the other Loan Parties, and the Agents shall have no liability to any Lender or L/C Issuer with respect thereto.

Section 10.06 Indemnity.

The Lenders shall ratably, in accordance with their respective Pro Rata Shares, indemnify and hold each Agent, and its directors, officers, employees, agents, and representatives harmless from and against any liabilities, losses, costs or expenses suffered or incurred by it under any Loan Document or in connection with the transactions contemplated thereby, regardless of when asserted or arising, except to the extent they are promptly reimbursed for the same by the Borrower and except to the extent that any event giving rise to a claim was caused by the gross negligence or willful misconduct of the party seeking to be indemnified. The obligations of the Lenders under this Section shall survive termination of this Agreement. Each Agent shall be entitled to offset amounts received for the account of a Lender under this Agreement against unpaid amounts due from such Lender to such Agent or any L/C Issuer hereunder (whether as fundings of participations, indemnities or otherwise, and with any amounts offset for the benefit of an Agent to be held by it for its own account and with any amounts offset for the benefit of a L/C Issuer to be remitted by the Administrative Agent to of for the account of such L/C Issuer, as applicable), but shall not be entitled to offset against amounts owed to any Agent or any L/C Issuer by any Lender arising outside of this Agreement and the other Loan Documents.

Section 10.07 Resignation of Agents and Successor Agents.

Any Agent may resign at any time by giving at least 30 days prior written notice thereof to the Lenders, the L/C Issuer, and the Borrower. Upon any such resignation of such Agent, the Required Lenders shall have the right to appoint a successor to such Agent with the consent to of the Borrower (not to be unreasonably withheld or delayed, and not to be required if an Event of Default then exists). If no such successor Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Agent's giving of notice of resignation then the retiring Agent may, with the consent to of the Borrower (not to be unreasonably withheld or delayed, and not to be required if an Event of Default then exists), on behalf of the Lenders, appoint a successor Agent, which may be any Lender hereunder or any commercial bank, or an Affiliate of a commercial bank, having an office in the United States of America and having a combined capital and surplus of at least $200,000,000. Upon the acceptance of its appointment as the Administrative Agent and/or Collateral Agent hereunder, as applicable, such successor Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Agent under the Loan Documents, and the retiring Agent shall be discharged from its duties and obligations thereunder in its capacity as such. After any retiring Agent's resignation hereunder in such capacity, the provisions of this ARTICLE X and all protective provisions of the other Loan Documents shall inure to its benefit as to any actions taken or omitted to be taken by it while it was an Agent, but no successor Agent shall

in any event be liable or responsible for any actions of its predecessor. If an Agent resigns in such capacity and no successor is appointed, the rights and obligations of such Agent shall be automatically assumed by the Required Lenders and (i) in the case of the Administrative Agent, the Borrower shall be directed to make all payments due each Lender and L/C Issuer hereunder directly to such Lender or L/C Issuer and (ii) in the case of the Collateral Agent, the Administrative Agent's rights in the Loan Documents shall be assigned without representation, recourse or warranty to the Lenders and L/C Issuer as their interests may appear.

Section 10.08 L/C Issuer.

The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. The L/C Issuer shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Section 11 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the Letter of Credit Applications pertaining to such Letters of Credit as fully as if the term "Administrative Agent", as used in this Section 11, included the L/C Issuer with respect to such acts or omissions and (ii) as additionally provided in this Agreement with respect to such L/C Issuer.

Section 10.09 Hedging Liability and Funds Transfer and Deposit Account Liability Arrangements .

By virtue of a Lender's execution of this Agreement or an assignment agreement pursuant to Section 12.07 hereof, as the case may be, any Affiliate of such Lender with whom any Loan Party has entered into an agreement creating Hedging Liability or Funds Transfer and Deposit Account Liability shall be deemed a Lender party hereto for purposes of any reference in a Loan Document to the parties for whom the Administrative Agent is acting, it being understood and agreed that the rights and benefits of such Affiliate under the Loan Documents consist exclusively of such Affiliate's right to share in payments and collections out of the Collateral and the Guaranties as more fully set forth herein. In connection with any such distribution of payments and collections, or any request for the release of the Guaranties and the Collateral Agent's Liens in connection with the termination of the Commitments and the payment in full of the Obligations, the Agents shall be entitled to assume no amounts are due to any Lender or its Affiliate with respect to Hedging Liability or Funds Transfer and Deposit Account Liability unless such Lender has notified the Administrative Agent in writing of the amount of any such liability owed to it or its Affiliate prior to such distribution or payment or release of Guaranties and Liens.

Section 10.10 Joint Lead Arrangers, Etc.

The Joint Lead Arrangers, the Joint Bookrunners, the Syndication Agent and the Documentation Agent shall not have any rights, duties or responsibilities hereunder in their respective capacity as such.

Section 10.11 Authorization to Release or Subordinated or Limited Liens .

The Collateral Agent is hereby irrevocably authorized by each of the Lenders and the L/C Issuer to (a) release any Lien covering any Collateral that is sold, transferred, or otherwise disposed of in accordance with the terms and conditions of this Agreement and the relevant Loan Documents (including a sale, transfer, or disposition permitted by the terms of Section 7.02(c) hereof or which has otherwise been consented to in accordance with Section 12.02 hereof), (b) release or subordinate any Lien on Collateral consisting of goods financed with purchase money indebtedness or under a Capitalized Lease to the extent such purchase money indebtedness or Capitalized Lease Obligation, and the Lien securing the same, are permitted hereunder, (c) reduce or limit the amount of the indebtedness secured by any particular item of Collateral to an amount not less than the estimated value thereof to the extent necessary to reduce mortgage registry, filing and similar tax, and (d) release Liens on the Collateral following termination or expiration of the Commitments and payment in full in cash of the Obligations.

Section 10.12 Authorization to Enter into, and Enforcement of, the Loan Documents .

Each Agent is hereby irrevocably authorized by each of the Lenders and the L/C Issuer to execute and deliver the Loan Documents on behalf of each of the Lenders and their Affiliates and the L/C Issuer and to take such action and exercise such powers under the Loan Documents as such Agent considers appropriate, provided the Agents shall not amend the Loan Documents unless such amendment is agreed to in writing by the Required Lenders. Each Lender and L/C Issuer acknowledges and agrees that it will be bound by the terms and conditions of the Loan Documents upon the execution and delivery thereof by an Agent. Except as otherwise specifically provided for herein, no Lender (or its Affiliates) or L/C Issuer, other than Collateral Agent, shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure or other realization upon any Collateral or for the execution of any trust or power in respect of the Collateral or for the appointment of a receiver or for the enforcement of any other remedy under the Loan Documents; it being understood and intended that no one or more of the Lenders (or their Affiliates) or L/C Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the Liens of the Collateral Agent (or any security trustee therefor) under the Loan Documents by its or their action or to enforce any right thereunder, and that all proceedings at law or in equity shall be instituted, had, and maintained by the Collateral Agent (or its security trustee) in the manner provided for in the relevant Loan Documents for the benefit of the Lenders, the L/C Issuer, and their Affiliates.

ARTICLE XI

GUARANTY

Section 11.01 Guaranty.

Each Guarantor hereby jointly and severally and unconditionally and irrevocably guarantees the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all Obligations of the Borrower now or hereafter existing under any Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding of the Borrower, whether or not a claim for post-filing interest is allowed in such Insolvency Proceeding), Letter of Credit Obligations, Hedging Liability, Funds Transfer and Deposit Account Liability, fees, commissions, expense reimbursements, indemnifications or otherwise (such obligations, to the extent not paid by the Borrower, being the "Guaranteed Obligations"), and agrees to pay any and all expenses (including reasonable counsel fees and expenses) incurred by the Agents, the Lenders and the L/C Issuer in enforcing any rights under the guaranty set forth in this ARTICLE XI. Without limiting the generality of the foregoing, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Agents, the Lenders and the L/C Issuer under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Borrower.

Section 11.02 Guaranty Absolute.

Each Guarantor jointly and severally guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents, the Lenders or the L/C Issuer with respect thereto. Each Guarantor agrees that this ARTICLE XI constitutes a guaranty of payment when due and not of collection and waives, to the extent permitted by applicable law, any right to require that any resort be made by any Agent or any Lender to any Collateral. The obligations of each Guarantor under this ARTICLE XI are independent of the Guaranteed Obligations, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce such obligations, irrespective of whether any action is brought against any Loan Party or whether any Loan Party is joined in any such action or actions. The liability of each Guarantor under this ARTICLE XI shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives, to the extent permitted by applicable law, any defenses it may now or hereafter have in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or

any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

(d) the existence of any claim, set-off, defense or other right that any Guarantor may have at any time against any Person, including, without limitation, any Agent, any Lender or the L/C Issuer;

(e) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(f) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents, the Lenders or the L/C Issuer that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This ARTICLE XI shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders, the L/C Issuer or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

Section 11.03 Waiver.

Each Guarantor hereby waives, to the extent permitted by applicable law, (i) promptness and diligence, (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this ARTICLE XI and any requirement that the Agents, the Lenders or the L/C Issuer exhaust any right or take any action against any Loan Party or any other Person or any Collateral, (iii) any right to compel or direct any Agent, any Lender or the L/C Issuer to seek payment or recovery of any amounts owed under this ARTICLE XI from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral, (iv) any requirement that any Agent, any Lender or the L/C Issuer protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right to take any action against any Loan Party, any other Person or any Collateral, and (v) any other defense available to any Guarantor. Each Guarantor agrees that the Agents, the Lenders and the L/C Issuer shall have no obligation to marshal any assets in favor of any Guarantor or against, or in payment of, any or all of the Obligations. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and that the waiver set forth in this Section 11.03 is knowingly made in contemplation of such benefits. Each Guarantor hereby waives, to the extent permitted by applicable law, any right to revoke this

ARTICLE XI, and acknowledges that this ARTICLE XI is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

Section 11.04 Continuing Guaranty; Assignments .

This ARTICLE XI is a continuing guaranty and shall (a) remain in full force and effect until the later of the cash payment in full of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this ARTICLE XI and the Final Maturity Date, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Agents, the Lenders and the L/C Issuer and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Revolving Credit Commitments, its Revolving Loans, the Reimbursement Obligations and the Letter of Credit Obligations owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted such Lender herein or otherwise, in each case as provided in Section 12.07.

Section 11.05 Subrogation.

No Guarantor will exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under this ARTICLE XI, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents, the Lenders and the L/C Issuer against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this ARTICLE XI shall have been paid in full in cash and the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of the Guaranteed Obligations and all other amounts payable under this ARTICLE XI and the Final Maturity Date, such amount shall be held in trust for the benefit of the Agents, the Lenders and the L/C Issuer and shall forthwith be paid to the Agents, the Lenders and the L/C Issuer to be credited and applied to the Guaranteed Obligations and all other amounts payable under this ARTICLE XI, whether matured or unmatured, in accordance with the terms of this Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this ARTICLE XI thereafter arising. If (i) any Guarantor shall make payment to the Agents, the Lenders and the L/C Issuer of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this ARTICLE XI shall be paid in full in cash and (iii) the Final Maturity Date shall have occurred, the Agents, the Lenders and the L/C Issuer will, at such Guarantor's request and

expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

Section 11.06 Savings Clause.

Notwithstanding the foregoing or any other provision of this Section to the contrary, if the obligations of any Guarantor under this Section 11 would, in any action or proceeding involving any state or provincial corporate law, or any state, provincial, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, otherwise be held or determined to be subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of a state, provincial or foreign law on account of the amount of its liability under this Section 11, then the amount of such liability shall, without further action by such Guarantor, or any Loan Party or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding.

ARTICLE XII

MISCELLANEOUS

Section 12.01 Notices, Etc.

All notices and other communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered, if to any Loan Party, at the following address:

Lantheus Medical Imaging, Inc.
331 Treble Cove Road
North Billerica, MA 01862
Attention: Robert Gaffey, VP, Finance
Telephone: 978-671-8618
Telecopier: 978-671-8079

with a copy to:

Lantheus Medical Imaging, Inc.
331 Treble Cove Road
North Billerica, MA 01862
Attention: Michael Duffy, VP, General Counsel
and Secretary
Telephone: 978-671-8408
Telecopier: 978-671-8724

with a copy to:

Avista Capital Partners, LP
65 East 55th Street, 18th Floor
New York, NY 10022
Attention: David Burgstahler
Telephone: 212-593-6920
Telecopier: 212-593-6921

with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Andrew Yoon, Esq.
Telephone: 212-310-8689
Telecopier: 212-310-8007

if to the Administrative Agent, to it at the following address:

Bank of Montreal
115 South LaSalle Street, 18th Floor West
Chicago, IL 60603
Attention: Andrew J. Pluta
Telephone: (312) 461-7949
Telecopier: (312) 293-4060

with a copy to:

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, IL 60603
Attention: Michael C. Hainen, Esq.
Telephone: 312-201-3913
Telecopier: 312-863-7413

if to the Collateral Agent, to it at the following address:

Harris N.A.
115 South LaSalle Street, 18th Floor West
Chicago, IL 60603
Attention: Andrew J. Pluta
Telephone: (312) 461-7949
Telecopier: (312) 293-4060

with a copy to:

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, IL 60603
Attention: Michael C. Hainen, Esq.
Telephone: 312-201-3913
Telecopier: 312-863-7413

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 12.01. All such notices and other communications shall be effective, (i) if mailed, when received or three days after deposited in the mails, whichever occurs first, (ii) if telecopied, when transmitted and confirmation received, or (iii) if delivered, upon delivery, except that notices to any Agent or the L/C Issuer pursuant to ARTICLE II and ARTICLE III shall not be effective until received by such Agent or the L/C Issuer, as the case may be.

Section 12.02 Amendments, Etc.

No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders (and, in the case of amendments, each Loan Party that is a party to this Agreement) or by the Collateral Agent with the consent of the Required Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, provided, however, that no amendment, waiver or consent shall (i) increase the amount or extend the expiration date of any Revolving Credit Commitment of any Lender, reduce the principal of, or interest on, the Revolving Loans or the Reimbursement Obligations payable to any Lender, reduce the amount of any fee payable for the account of any Lender, or postpone or extend any date fixed for any payment of principal of, or interest or fees on, the Revolving Loans or Letter of Credit Obligations payable to any Lender, in each case without the written consent of any Lender affected thereby, (ii) increase the Total Revolving Credit Commitment (other than in connection with a Facilities Increase) without the written consent of each Lender, (iii) change the percentage of the Revolving Credit Commitments or of the aggregate unpaid principal amount of the Revolving Loans that is required for the Lenders or any of them to take any action hereunder, in each case, without the written consent of each Lender that would be affected thereby, (iv) amend the definition of "Required Lenders" or "Pro Rata Share", in each case, without the written consent of each Lender, (v) release all or a substantial portion of the Collateral (except as otherwise provided in Sections 7.02(c) and Article VIII of this Agreement), subordinate any Lien granted in favor of the Collateral Agent for the benefit of the Lenders (except as otherwise provided in Article XIII of this Agreement), or release the Borrower or any Guarantor, in each case, without the written consent of each Lender that would be affected thereby, or (vi) amend, modify or waive Section 4.04 or this Section 12.02 of this Agreement, in each case, without the written consent of each Lender. Notwithstanding the foregoing, no amendment, waiver or consent shall, unless in writing and

signed by an Agent, affect the rights or duties of such Agent (but not in its capacity as a Lender) under this Agreement or the other Loan Documents.

Section 12.03 No Waiver; Remedies, Etc.

No failure on the part of any Agent or any Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents and the Lenders provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents and the Lenders under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

Section 12.04 Expenses; Attorneys' Fees.

The Borrower will pay on demand, all reasonable out-of-pocket costs and expenses incurred by or on behalf of each Agent (and, in the case of clauses (b) through (m) below, each Lender), regardless of whether the transactions contemplated hereby are consummated, including, without limitation, reasonable fees, costs, client charges and expenses of counsel for each Agent (and, in the case of clauses (b) through (m) below, each Lender) (which will be limited to one primary counsel and, if necessary, one local counsel per jurisdiction for the indemnified parties, unless a conflict of interest exists), accounting, due diligence, periodic field audits, physical counts, valuations, investigations, searches and filings, monitoring of assets, appraisals of Collateral, title searches and reviewing environmental assessments, miscellaneous disbursements, examination, travel, lodging and meals, arising from or relating to: (a) the negotiation, preparation, execution, delivery, performance and administration of this Agreement and the other Loan Documents (including, without limitation, the preparation of any additional Loan Documents pursuant to Section 7.01(b) or the review of any of the agreements, instruments and documents referred to in Section 7.01(f)), (b) any requested amendments, waivers or consents to this Agreement or the other Loan Documents whether or not such documents become effective or are given, (c) the preservation and protection of any of the Lenders' rights under this Agreement or the other Loan Documents, (d) the defense of any claim or action asserted or brought against any Agent or any Lender by any Person that arises from or relates to this Agreement, any other Loan Document, the Agents' or the Lenders' claims against any Loan Party, or any and all matters in connection therewith, (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Agreement or any other Loan Document, (f) the filing of any petition, complaint, answer, motion or other pleading by any Agent or any Lender, or the taking of any action in respect of their interest in Collateral or other security granted to such Person under a Loan Document, in accordance with this Agreement or any other Loan Document, (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Agreement or any other Loan Document, (h) any attempt to enforce any Lien or security interest in any

Collateral or other security in connection with this Agreement or any other Loan Document, (i) any attempt to collect from any Loan Party, (j) all liabilities and costs arising from or in connection with the past, present or future operations of any Loan Party involving any damage to real or personal property or natural resources or harm or injury alleged to have resulted from any Release of Hazardous Materials on, upon or into such property, (k) any Environmental Liabilities and Costs incurred in connection with the investigation, removal, cleanup and/or remediation of any Hazardous Materials present or arising out of the operations of any facility of any Loan Party, (l) any Environmental Liabilities and Costs incurred in connection with any Environmental Lien, or (m) the receipt by any Agent or any Lender of any advice from professionals with respect to any of the foregoing. Without limitation of the foregoing or any other provision of any Loan Document, (i) the Borrower agrees to pay all broker fees that may become due in connection with the transactions contemplated by this Agreement and the other Loan Documents, and (ii) if the Borrower fails to perform any covenant or agreement contained herein or in any other Loan Document, any Agent may itself perform or cause performance of such covenant or agreement, and the reasonable expenses of such Agent incurred in connection therewith shall be reimbursed on demand by the Borrower.

Section 12.05 Right of Set-off.

Upon the occurrence and during the continuance of any Event of Default, any Agent, any Lender or the L/C Issuer may, and is hereby authorized to, at any time and from time to time, without notice to any Loan Party (any such notice being expressly waived by the Loan Parties) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent, such Lender or the L/C Issuer to or for the credit or the account of any Loan Party against any and all Obligations either now or hereafter existing, irrespective of whether or not such Agent, such Lender or the L/C Issuer shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Each Agent, each Lender and the L/C Issuer agrees to notify such Loan Party promptly after any such set-off and application made by such Agent or such Lender provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents, the Lenders and the L/C Issuer under this Section 12.05 are in addition to the other rights and remedies (including other rights of set-off) which the Agents, the Lenders and the L/C Issuer may have under this Agreement or any other Loan Documents of law or otherwise.

Section 12.06 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 12.07 Assignments and Participations.

(a) This Agreement and the other Loan Documents shall be binding upon and inure to the benefit of each Loan Party and each Agent and each Lender and their respective successors and assigns; provided, however, that none of the Loan Parties may assign or transfer any of its rights hereunder or under the other Loan Documents without the prior written consent of each Lender and any such assignment without the Lenders' prior written consent shall be null and void.

(b) Each Lender may with the written consent of the Administrative Agent and, unless an Event of Default has occurred and is continuing, the Borrower (no such consents to be unreasonably withheld or delayed), assign to one or more other lenders or other entities all or a portion of its rights and obligations under this Agreement with respect to all or a portion of its Revolving Credit Commitment and the Revolving Loans made by it; provided, however, that (i) such assignment is in an amount which is at least $5,000,000 or a multiple of $1,000,000 in excess thereof (or the remainder of such Lender's Revolving Credit Commitment) (except such minimum amount shall not apply to an assignment by a Lender to (x) a Lender, an Affiliate of such Lender or a Related Fund of such Lender or (y) a group of new Lenders, each of whom is an Affiliate or Related Fund of each other to the extent the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or a multiple of $1,000,000 in excess thereof), (ii) except as provided in the last sentence of this Section 12.07(b), the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance, an Assignment and Acceptance, together with any promissory note subject to such assignment and such parties shall deliver to the Administrative Agent, for the benefit of the Administrative Agent, a processing and recordation fee of $3,500 (except the payment of such fee shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender); and, after receipt of such Assignment and Acceptance, the Administrative Agent shall notify the Borrower of the same with reasonable promptness (except such notice shall not be required in connection with an assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender), (iii) no Lender shall assign any portion of its Revolving Loans or Revolving Credit Commitments to any Person that is identified in writing to the Administrative Agent on or prior to the Effective Date in the Fee Letter as an "Excluded Assignee/Participant" (it being agreed and understood that this clause (iii) shall not prohibit assignments by any Lender to any of its Affiliates or Related Funds or to any other Lender); (iv) no Lender shall assign any portion of its Revolving Loans or Revolving Credit Commitments to any Person that is a direct competitor of a Loan Party or has a controlling equity interest in, or is under common control with, a direct competitor of a Loan Party (it being agreed and understood that (x) for purposes of this clause (iv), a direct competitor of a Loan Party shall mean a Person that, as a material part of its business, manufactures or distributes Products, and (y) this clause (iv) shall not prohibit assignments by any Lender to any of its Affiliates or Related Funds, to any other Lender or to any commercial bank), and (v) no written consent of the Administrative Agent or the Borrower shall be required in connection with any assignment by a Lender to a Lender, an Affiliate of such Lender or a Related Fund of such Lender. Upon such execution, delivery and

acceptance, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be at least 3 Business Days after the delivery thereof to the Administrative Agent (or such shorter period as shall be agreed to by the Administrative Agent and the parties to such assignment), (A) the assignee thereunder shall become a "Lender" hereunder and, in addition to the rights and obligations hereunder held by it immediately prior to such effective date, have the rights and obligations hereunder that have been assigned to it pursuant to such Assignment and Acceptance and (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto). Notwithstanding anything to the contrary contained in this Section 12.07(b), a Lender shall not assign all or any portion of its rights or obligations under this Agreement to any Loan Party, any Affiliate of any Loan Party, the Sponsor or any Affiliate of the Sponsor. Notwithstanding anything to the contrary contained in this Section 12.07(b), a Lender may assign any or all of its rights under the Loan Documents to an Affiliate of such Lender or a Related Fund of such Lender without delivering an Assignment and Acceptance to the Agents or to any other Person (a "Related Party Assignment"); provided, however, that (I) the Borrower and the Administrative Agent may continue to deal solely and directly with such assigning Lender until an Assignment and Acceptance has been delivered to the Administrative Agent for recordation on the Register, (II) the Collateral Agent may continue to deal solely and directly with such assigning Lender until receipt by the Collateral Agent of a copy of the fully executed Assignment and Acceptance pursuant to Section 12.07(e), (III) the failure of such assigning Lender to deliver an Assignment and Acceptance to the Agents shall not affect the legality, validity, or binding effect of such assignment, and (IV) an Assignment and Acceptance between the assigning Lender and an Affiliate of such Lender or a Related Fund of such Lender shall be effective as of the date specified in such Assignment and Acceptance and recorded on the Related Party Register (as defined below).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto; (ii) the assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any of its Subsidiaries or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement and the other Loan Documents, together with such other documents and information it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the assigning

Lender, any Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents; (v) such assignee appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers under this Agreement and the other Loan Documents as are delegated to the Agents by the terms hereof and thereof, together with such powers as are reasonably incidental hereto and thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Loan Documents are required to be performed by it as a Lender.

(d) The Administrative Agent shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain, or cause to be maintained at the Payment Office, a copy of each Assignment and Acceptance delivered to and accepted by it and a register (the " Register") for the recordation of the names and addresses of the Lenders and the Revolving Credit Commitments of, and the principal amount of the Revolving Loans (and stated interest thereon) (the "Registered Loans") and Letter of Credit Obligations owing to each Lender from time to time. Subject to the penultimate sentence of this Section 12.07(d), the entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice. In the case of an assignment pursuant to the last sentence of Section 12.07(b) as to which an Assignment and Acceptance is not delivered to the Administrative Agent, the assigning Lender shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register (the " Related Party Register") comparable to the Register on behalf of the Borrower. The Related Party Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon receipt by the Administrative Agent of a completed Assignment and Acceptance, and subject to any consent required from the Administrative Agent or the Borrower pursuant to Section 12.07(b) (which consent of the Administrative Agent must be evidenced by the Administrative Agent's execution of an acceptance to such Assignment and Acceptance), the Administrative Agent shall accept such assignment, record the information contained therein in the Register.

(f) A Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register or the Related Party Register (and each registered note shall expressly so provide). Any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register or the Related Party Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same aggregate principal amount shall be issued to the designated

assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any, evidencing the same), the Agents shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered on the Register as the owner thereof for the purpose of receiving all payments thereon, notwithstanding notice to the contrary.

(g) In the event that any Lender sells participations in a Registered Loan, such Lender shall, acting for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name of all participants in the Registered Loans held by it and the principal amount (and stated interest thereon) of the portion of the Registered Loan that is the subject of the participation (the " Participant Register"). A Registered Loan (and the registered note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. The Participant Register shall be available for inspection by the Borrower and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(h) Any Lender who purchases or is assigned or participates in any portion of such Registered Loan shall comply with Section 2.08(d), (f) and (g).

(i) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement and the other Loan Documents (including, without limitation, all or a portion of its Revolving Credit Commitments, the Revolving Loans made by it and its Pro Rata Share of the Letter of Credit Obligations); provided, that (i) such Lender's obligations under this Agreement (including without limitation, its Revolving Credit Commitments hereunder) and the other Loan Documents shall remain unchanged; (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and the other Loan Documents; (iii) a participant shall not be entitled to require such Lender to take or omit to take any action hereunder except (A) action directly effecting an extension of the maturity dates or decrease in the principal amount of the Revolving Loans or Letter of Credit Obligations, (B) action directly effecting an extension of the due dates or a decrease in the rate of interest payable on the Revolving Loans or the fees payable under this Agreement, or (C) actions directly effecting a release of all or a substantial portion of the Collateral or any Loan Party (except as set forth in Section 10.11 of this Agreement or any other Loan Document); (iv) no Lender shall participate any portion of its Revolving Loans or Revolving Credit Commitments to any Person that is identified in writing to the Administrative Agent on or prior to the Effective Date in the Fee Letter as an "Excluded Assignee/Participant" (it being agreed and understood that this clause (iv) shall not prohibit participations by any Lender to any of its Affiliates or Related Funds or to any other Lender); and (v) no Lender shall participate any portion of its Revolving Loans or Revolving Credit Commitments to any Person that is a direct competitor of a Loan Party or has a controlling equity interest in,

or is under common control with, a direct competitor of a Loan Party (it being agreed and understood that (x) for purposes of this clause (v), a direct competitor of a Loan Party shall mean a Person that, as a material part of its business, manufactures or distributes Products, and (y) this clause (v) shall not prohibit participations by any Lender to any of its Affiliates or Related Funds, to any other Lender or to any commercial bank). The Loan Parties agree that each participant shall be entitled to the benefits of Section 2.08 and Section 4.05 of this Agreement with respect to its participation in any portion of the Revolving Credit Commitments and the Revolving Loans as if it was a Lender, provided, however, that a participant shall not be entitled to receive any greater payment under Sections 2.08 or 4.05 than the applicable Lender would have been entitled to receive with respect to the participation sold to such participant, unless (I) the sale of the participation to such participant is made with the Borrower's prior written consent, or (II) such entitlement to a greater payment resulted from a Change in Law after the participant became a participant.

(j) If (i) the Borrower is obligated to make any material payments under Section 2.08 and Section 4.05 to any Lender, (ii) any Lender becomes a Defaulting Lender, or (iii) any action to be taken by the Lenders or the Agents hereunder requires the unanimous consent, authorization, or agreement of all Lenders and the Required Lenders have agreed to such consent, authorization, or agreement, and a Lender fails to give its consent, authorization, or agreement (each such Lender, other than any Agent or any Lender that is an Affiliate or Related Fund of each Agent, an " Affected Lender"), then the Borrower, upon at least 5 Business Days prior irrevocable notice to the Agents and the Affected Lender, may require such Affected Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.07), all of its interests, rights and obligations under this Agreement and the other Loan Documents to one or more substitute Lenders with the consent of the Administrative Agent (each, a "Substitute Lender"). The Substitute Lender shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (A) the Borrower shall have paid to the Administrative Agent the processing and recordation fee specified in Section 12.07(b), (B) such Affected Lender shall have received payment of an amount equal to the outstanding principal of its Revolving Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.10), from the Substitute Lender (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts), (C) in the case of any such assignment resulting from a claim for compensation under Section 2.08 or payments required to be made pursuant to Section 4.05, such assignment will result in a reduction in such compensation or payments thereafter; and (D) such assignment does not conflict with applicable Law.

(k) Such notice to replace the Affected Lender shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given, provided that any Affected Lender which receives notice pursuant to Section 12.07(j) that it is being replaced shall not be replaced if, not later than three (3) Business Days' following receipt by such Lender of such notice, the conditions set forth in clauses (i), (ii) and (iii) above are no longer applicable with respect to such Lender.

Neither any Agent nor any Lender shall have any obligation to the Borrower to find a Substitute Lender. Prior to the effective date of such replacement, the Affected Lender and each Substitute Lender shall execute and deliver an Assignment and Acceptance, subject only to the Affected Lender being repaid its share of the outstanding Obligations. If the Affected Lender shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement, the Affected Lender shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Affected Lender shall be made in accordance with the terms of this Section 12.07.

(l) Notwithstanding anything to the contrary contained herein, any Lender (a " **Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof; *provided further* that nothing herein shall make the SPC a "Lender" for the purposes of this Agreement, obligate the Borrower or any other Loan Party or the Administrative Agent to deal with such SPC directly, obligate the Borrower or any other Loan Party in any manner to any greater extent than they were obligated to the Granting Lender, or increase costs or expenses of the Borrower. The Loan Parties and the Administrative Agent shall be entitled to deal solely with, and obtain good discharge from, the Granting Lender and shall not be required to investigate or otherwise seek the consent or approval of any SPC, including for the approval of any amendment, waiver or other modification of any provision of any Loan Document. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States of America or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section 12.07(l), any SPC may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by the Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

Section 12.08 Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopier or electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

Section 12.09 GOVERNING LAW.

THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 12.10 CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH LOAN PARTY HEREBY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN SECTION 12.01, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY LOAN PARTY IN ANY OTHER JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION

HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 12.11 WAIVER OF JURY TRIAL, ETC.

EACH LOAN PARTY, EACH AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH LOAN PARTY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS AGREEMENT.

Section 12.12 Consent by the Agents and Lenders .

Except as otherwise expressly set forth herein to the contrary, if the consent, approval, satisfaction, determination, judgment, acceptance or similar action (an "Action") of any Agent or any Lender shall be permitted or required pursuant to any provision hereof or any provision of any other agreement to which any Loan Party is a party and to which any Agent or any Lender has succeeded thereto, such Action shall be required to be in writing and may be withheld or denied by such Agent or such Lender, in its sole discretion, with or without any reason, and without being subject to question or challenge on the grounds that such Action was not taken in good faith.

Section 12.13 No Party Deemed Drafter.

Each of the parties hereto agrees that no party hereto shall be deemed to be the drafter of this Agreement.

Section 12.14 Reinstatement; Certain Payments.

If any claim is ever made upon any Agent, any Lender or the L/C Issuer for repayment or recovery of any amount or amounts received by such Agent, such Lender or the L/C Issuer in payment or on account of any of the Obligations, such Agent, such Lender or the L/C Issuer shall give prompt notice of such claim to each other Agent and Lender and the Borrower, and if such Agent, such Lender or the L/C Issuer repays all or part of such amount by reason of (i) any judgment, decree or order of any court or administrative body having jurisdiction over such Agent, such Lender or the L/C Issuer or any of its property, or (ii) any good faith settlement or compromise of any such claim effected by such Agent, such Lender or the L/C Issuer with any such claimant, then and in such event each Loan Party agrees that (A) any such judgment, decree, order, settlement or compromise shall be binding upon it notwithstanding the cancellation of any Indebtedness hereunder or under the other Loan Documents or the termination of this Agreement or the other Loan Documents, and (B) it shall be and remain liable to such Agent, such Lender or the L/C Issuer hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Agent, such Lender or the L/C Issuer.

Section 12.15 Indemnification.

(a) General Indemnity. In addition to each Loan Party's other Obligations under this Agreement, each Loan Party agrees to, jointly and severally, defend, protect, indemnify and hold harmless each Agent, each Lender and the L/C Issuer and all of their respective officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses which will be limited to one primary counsel and, if necessary, one local counsel per jurisdiction for the indemnified parties, unless a conflict of interest exists) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Agreement, any other Loan Document or of any other document executed in connection with the transactions contemplated by this Agreement, (ii) any Agent's or any Lender's furnishing of funds to the Borrower or the L/C Issuer's issuing of Letters of Credit for the account of the Borrower under this Agreement or the other Loan Documents, including, without limitation, the management of any such Revolving Loans, the Reimbursement Obligations or the Letter of Credit Obligations, (iii) any matter relating to the financing transactions contemplated by this Agreement or the other Loan Documents or by any document executed in connection with the transactions contemplated by this Agreement or the other Loan Documents, or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto (collectively, the "Indemnified Matters"); provided, however, that the Loan Parties shall not have any obligation to any Indemnitee under this subsection (a) for any Indemnified Matter caused by the gross negligence, willful misconduct or bad faith of, or material breach of the Loan Documents by, such Indemnitee, as determined by a final judgment of a court of competent jurisdiction.

(b) Environmental Indemnity. Without limiting Section 12.15(a) hereof, each Loan Party agrees to, jointly and severally, defend, indemnify, and hold harmless the Indemnitees against any and all Environmental Liabilities and Costs and all other claims, demands, penalties, fines, liability (including strict liability), losses, damages, costs and expenses (including without limitation, reasonable legal fees and expenses, consultant fees and laboratory fees), arising out of (i) any Releases or threatened Releases (x) at any property presently or formerly owned or operated by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest, or (y) of any Hazardous Materials generated and disposed of by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (ii) any violations of Environmental Laws; (iii) any Environmental Action relating to any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; (iv) any personal injury (including wrongful death) or property damage (real or personal) arising out of exposure to Hazardous Materials used, handled, generated, transported or disposed by any Loan Party or any Subsidiary of any Loan Party, or any predecessor in interest; and (v) any breach of any warranty or representation regarding environmental matters made by the Loan Parties in Section 6.01(p) or the breach of any covenant made by the Loan Parties in Section 7.01(j). Notwithstanding the foregoing, the Loan Parties shall not have any obligation to any Indemnitee under this subsection (b) regarding any potential environmental matter covered hereunder which is caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final judgment of a court of competent jurisdiction.

(c) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees are chargeable against the Loan Account. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section 12.15 may be unenforceable because it is violative of any law or public policy, each Loan Party shall, jointly and severally, contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees. The indemnities set forth in this Section 12.15 shall survive the repayment of the Obligations and discharge of any Liens granted under the Loan Documents, provided that the Borrower shall not have any obligation to any Indemnitee under this Section 12.15 for any matter covered hereunder to the extent caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final, nonappealable judgment of a court of competent jurisdiction.

Section 12.16 Records.

The unpaid principal of and interest on the Revolving Loans, the interest rate or rates applicable to such unpaid principal and interest, the duration of such applicability, the Revolving Credit Commitments, and the accrued and unpaid fees payable pursuant to Section 2.06 hereof, the Unused Line Fee and the Letter of Credit Fee, shall at all times be ascertained from the records of the Agents, which shall be conclusive and binding absent manifest error.

Section 12.17 Binding Effect.

This Agreement shall become effective when it shall have been executed by each Loan Party, each Agent and each Lender and when the conditions precedent set forth in Section 5.01 hereof have been satisfied or waived in writing by the Agents, and thereafter shall be binding upon and inure to the benefit of each Loan Party, each Agent and each Lender, and their respective successors and assigns, except that the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of each Lender, and any assignment by any Lender shall be governed by Section 12.07 hereof.

Section 12.18 Excess Interest.

Notwithstanding any provision to the contrary contained herein or in any other Loan Document, no such provision shall require the payment or permit the collection of any amount of interest in excess of the maximum amount of interest permitted by applicable law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the Loans or other obligations outstanding under this Agreement or any other Loan Document ("Excess Interest"). If any Excess Interest is provided for, or is adjudicated to be provided for, herein or in any other Loan Document, then in such event (a) the provisions of this Section shall govern and control, (b) neither the Borrower nor any guarantor or endorser shall be obligated to pay any Excess Interest, (c) any Excess Interest that the Administrative Agent or any Lender may have received hereunder shall, at the option of the Administrative Agent, be (i) applied as a credit against the then outstanding principal amount of Obligations hereunder and accrued and unpaid interest thereon (not to exceed the maximum amount permitted by applicable law), (ii) refunded to the Borrower, or (iii) any combination of the foregoing, (d) the interest rate payable hereunder or under any other Loan Document shall be automatically subject to reduction to the maximum lawful contract rate allowed under applicable usury laws (the "Maximum Rate"), and this Agreement and the other Loan Documents shall be deemed to have been, and shall be, reformed and modified to reflect such reduction in the relevant interest rate, and (e) neither the Borrower nor any guarantor or endorser shall have any action against the Administrative Agent or any Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest. Notwithstanding the foregoing, if for any period of time interest on any of Borrower's Obligations is calculated at the Maximum Rate rather than the applicable rate under this Agreement, and thereafter such applicable rate becomes less than the Maximum Rate, the rate of interest payable on the Borrower's Obligations shall remain at the Maximum Rate until the Lenders have received the amount of interest which such Lenders would have received during such period on the Borrower's Obligations had the rate of interest not been limited to the Maximum Rate during such period.

Section 12.19 Confidentiality.

Each Agent and each Lender agrees (on behalf of itself and each of its affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential

information of this nature and in accordance with safe and sound practices of comparable commercial finance companies, any non-public information supplied to it by the Loan Parties pursuant to this Agreement or the other Loan Documents which is identified in writing by the Loan Parties as being confidential at the time the same is delivered to such Person (and which at the time is not, and does not thereafter become, publicly available or available to such Person from another source not known to be subject to a confidentiality obligation to such Person not to disclose such information), provided that nothing herein shall limit the disclosure of any such information (i) to the extent required by statute, rule, regulation or judicial process, (ii) to counsel for any Agent or any Lender, (iii) to examiners, auditors, accountants or Securitization Parties, (iv) in connection with any litigation to which any Agent or any Lender is a party or (v) to any assignee or participant (or prospective assignee or participant) so long as such assignee or participant (or prospective assignee or participant) first agrees, in writing, to be bound by confidentiality provisions similar in substance to this Section 12.19. Notwithstanding the foregoing, each Agent and each Lender may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the financing contemplated by this Agreement, and all materials of any kind (including opinions or other tax analyses) that are provided to any Agent or any Lender relating to such tax treatment and tax structure. Each Agent and each Lender agrees that, upon receipt of a request or identification of the requirement for disclosure pursuant to clause (iv) hereof, it will make reasonable efforts to keep the Loan Parties informed of such request or identification; provided that the each Loan Party acknowledges that each Agent and each Lender may make disclosure as required or requested by any Governmental Authority or representative thereof and that each Agent and each Lender may be subject to review by Securitization Parties or other regulatory agencies and may be required to provide to, or otherwise make available for review by, the representatives of such parties or agencies any such non-public information. Notwithstanding anything herein to the contrary, the information subject to this Section 12.19 shall not include, and each Agent and each Lender may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to such Agent or such Lender relating to such tax treatment and tax structure; provided that with respect to any document or similar item that in either case contains information concerning the tax treatment or tax structure of the transaction as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the Revolving Loans, Letters of Credit and transactions contemplated hereby.

Section 12.20 Anti-Terrorism Laws.

(a) General. None of the Loan Parties or any Subsidiary of any Loan Party is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) USA Patriot Act Notice. Each Lender that is subject to the USA PATRIOT Act or the PCTFA, and each Agent (for itself and not on behalf of any

Lender) hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act, or the PCTFA, as applicable, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name, address and tax identification number of the Borrower and other information regarding the Borrower that will allow such Lender or such Agent, as applicable, to identify the Borrower in accordance with the USA PATRIOT Act. This notice is given in accordance with the requirements of the USA PATRIOT Act and is effective as to the Lenders and the Agents.

(c) Executive Order No. 13224. None of the Loan Parties, or any Subsidiary of any Loan Party is any of the following (each a "Blocked Person"):

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person with which any Agent or any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224; or

(v) a Person that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list.

(d) Anti-Terrorism Laws. The Loan Parties shall not (i) to its knowledge, conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) to its knowledge, deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224, the USA Patriot Act or any other Anti-Terrorism Law.

(e) No Reliance on Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Agents to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items

relating to or in connection with any of the Loan Parties or their Subsidiaries, the Loan Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any recordkeeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or such other Laws.

Section 12.21 Tax Shelter Regulations.

None of the Loan Parties intends to treat the Revolving Loans and/or Letters of Credit and related transactions as being a "reportable transaction" (within the meaning of Treasury Regulation Section 1.6011-4). In the event any of the Loan Parties determines to take any action inconsistent with such intention, the Borrower will promptly (1) notify the Agents thereof, and (2) deliver to the Agents a duly completed copy of IRS Form 8886 or any successor form. If the Borrower so notifies the Agents, the Borrower acknowledges that one or more of the Lenders may treat its Revolving Loans and/or Letters of Credit as part of a transaction that is subject to Treasury Regulation Section 301.6112-1, and such Lender or Lenders, as applicable, will maintain the lists and other records required by such Treasury Regulation.

Section 12.22 Integration.

This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

GUARANTORS:

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

LANTHEUS MI REAL ESTATE, LLC

By: Lantheus Medical Imaging, Inc., its sole member

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

COLLATERAL AGENT:

HARRIS N.A.

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Vice President

ADMINISTRATIVE AGENT:

BANK OF MONTREAL

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Vice President

LENDER:

BANK OF MONTREAL

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Vice President

Address of Lending Office:
115 S, Lasalle Street
18th Floor West
Chicago, IL 60603

NATIXIS

By: /s/ Frank H. Madden, Jr.
Name: Frank H. Madden, Jr.
Title: Managing Director

By: /s/ Tefta Ghilaga
Name: Tefta Ghilaga
Title: Director Natixis

Address of Lending Office:
9 West 57th Street
New York, N.Y.
10019

JEFFERIES FINANCE LLC

By: /s/ E. J. Hess
Name: E. J. Hess
Title: Managing Director

Address of Lending Office:
520 Madison Avenue
16th Floor
New York, NY 10022

JOINT BOOKRUNNER AND JOINT LEAD ARRANGER:

BANK OF MONTREAL

By: /s/ Andrew J. Pluta
Name: Andrew J. Pluta
Title: Vice President

NATIXIS

By: /s/ Frank H. Madden, Jr.
Name: Frank H. Madden, Jr.
Title: Managing Director

By: /s/ Tefta Ghilaga
Name: Tefta Ghilaga
Title: Director Natixis

SYNDICATION AGENT:

NATIXIS

By: /s/ Frank H. Madden, Jr.
Name: Frank H. Madden, Jr.
Title: Managing Director

By: /s/ Tefta Ghilaga
Name: Tefta Ghilaga
Title: Director Natixis

DOCUMENTATION AGENT:

JEFFERIES FINANCE LLC

By: /s/ E. J. Hess
Name: E. J. Hess
Title: Managing Director

Schedule 1.01(A) Revolving Credit Commitments

Lender	Revolving Credit Commitment
Bank of Montreal	$ 25,000,000.00
Natixis	$ 12,500,000.00
Jefferies Finance LLC	$ 5,000,000.00
Total	$ 42,500,000.00

Schedule 6.01(e) Subsidiaries

Subsidiary Name	Jurisdiction of Organization	Ownership of outstanding Capital Stock
Lantheus Medical Imaging, Inc.	Delaware	100% owned by Lantheus MI Intermediate, Inc.
Lantheus MI Real Estate, LLC	Delaware	100% owned by Lantheus Medical Imaging, Inc.
Lantheus MI Radiopharmaceuticals, Inc.	Commonwealth of Puerto Rico	100% owned by Lantheus Medical Imaging, Inc.
Lantheus MI Australia Pty Ltd	Victoria, Australia	100% owned by Lantheus Medical Imaging, Inc.
Lantheus MI Canada Inc.	ON, Canada	100% owned by Lantheus Medical Imaging, Inc.
Lantheus MI UK Limited	England and Wales	100% owned by Lantheus Medical Imaging, Inc.

Schedule 6.01(f) Litigation; Commercial Tort Claims

None.

Schedule 6.01(i) ERISA

None.

Schedule 6.01(n) Real Property

Loan Party	Address	Owned/Leased
Lantheus MI Real Estate, LLC	31 Treble Cove Road North Billerica, MA	Owned

Schedule 6.01(q) Insurance

See attached.

Schedule 6.01(q)

Policies written through Aon

ITEM	INSURANCE TYPE	INSURANCE COMPANY	POLICY NO.
1.	General Liability	Federal Insurance Company	3590-44-72
2.	Workers Compensation	Pacific Indemnity Insurance Co.	7173-32-94
3.	Umbrella Liability	National Union Fire Insurance Company	BE31163504
4.	Excess Liability	Navigators Insurance Co.	NY10EXC7028261V
5.	Foreign Liability	Great Northern Insurance Co.	7499-90-44
6.	Pollution Legal Liability	American International Specialty	PLS5513930
7.	Commercial Property	Zurich American Insurance Company	PPR596413902
8.	Business Auto	Federal Insurance Co.	7355-50-59
9.	Ocean Cargo	Starr Indemnity & Liability Ins. Co.	MASICBN0038US10
10.	Business Auto	Chubb Insurance Co. of Canada	99476195
11.	Business Auto	Mapfre Praico Insurance Co.	1225330800003
12.	Primary Products Liability	Medmarc Noetic Specialty Insurance Co.	N09MA380002
13.	Excess Products Liability	Federal Insurance Company	7986-70-92
14.	Excess Products Liability	Lexington Insurance Co.	6795107
15.	Excess Products Liability	Illinois Union Insurance Co.	G23853316003
16.	Excess Products Liability	Columbia Casualty Company	ADE20974726912
17.	Professional Liability	Columbia Casualty Company	ADT2097473064-2

Policies written through Willis

ITEM	INSURANCE TYPE	INSURANCE COMPANY	POLICY NO.
1.	Management Liability	Chartis Specialty Insurance Company	01-481-62-77
2.	D&O Excess	Carolina Casualty Insurance Company	18000510
3.	D&O Excess	Zurich American Insurance Company	DOC 9380162-01
4.	Crime	Zurich American Insurance Company	FID 938014801
5.	Kidnap and Ransom	National Union Fire Insurance Company of Pittsburgh, PA	99-330-574

Schedule 6.01(u) Intellectual Property

Material licenses

1. Purchase Agreement effective as of April 6, 2009 between Bayer Schering Pharma AG and Lantheus Medical Imaging, Inc.

2. Asset Purchase Agreement dated as of April 6, 2009 between EPIX Pharmaceuticals, Inc. and Lantheus Medical Imaging, Inc.

3. Assignment Agreement dated as of March 31, 2009 between EPIX Pharmaceuticals, Inc. and Lantheus Medical Imaging, Inc.

4. Cross License Agreement dated as of October 29, 2004 between IMCOR Pharmaceutical Co., Bristol-Myers Squibb Company and Bristol-Myers Squibb Medical Imaging, Inc.

5. License Agreement dated April 10, 2003 between Bristol-Myers Squibb Medical Imaging, Inc. and Bracco International, B.V.

6. License Agreement dated as of October 31, 2001 between Amersham Health AS, Bristol-Myers Squibb Pharma Company and Bristol-Myers Squibb Medical Imaging, Inc., as amended by the First Amendment to License Agreement effective as of July 30, 2004 between Amersham Health AS, Bristol-Myers Squibb Pharma Company and Bristol-Myers Squibb Medical Imaging Inc.

See attached list of patents and patent applications.

See attached list of trademarks and trademark applications.

Patents and Patent Applications

Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	ESTER-SUBSTITUTED DIAMINEDITHIOLS AND RADIOLABELED COMPLEXES THEREOF	08/139894	20-Oct-93	5431900	11-Jul-95	Granted
Argentina	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P990100124	15-Jan-99			Pending
Australia	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	21155/99	14-Jan-99	746067	25-Jul-02	Granted
Australia	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	2006200015	14-Jan-99	2006200015	8-May-08	Granted
Brazil	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	PI9907066-9	14-Jan-99			Pending
Canada	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	2317921	14-Jan-99			Pending
Chile	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	54-1999	14-Jan-99			Pending
China	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	99802102.4	14-Jan-99	ZL99802102.4	9-Mar-05	Granted
Europe	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	04075388.1	14-Jan-99			Granted
Hong Kong	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	04107194.5	14-Jan-99			Pending
Hungary	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P0100206	14-Jan-99			Pending
Israel	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	137018	14-Jan-99			Pending
Japan	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	2000-539875	14-Jan-99			Pending

Korea	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	10-2000-7007716	14-Jan-99	10-0711663	19-Apr-07	Granted
Mexico	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	006299	14-Jan-99	265347	23-Mar-09	Granted
Norway	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	20003471	14-Jan-99	321866	16-Jul-06	Granted
New Zealand	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	505082	14-Jan-99	505082	3-Mar-03	Granted
Philippines	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	11999000083	14-Jan-99			Published
Russia	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	200000765	14-Jan-99	/002978	26-Dec-02	Granted
Poland	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P342473	14-Jan-99	193672	5-Feb-08	Granted
Singapore	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND	200003772-1	14-Jan-99	74468 [WO99/36104]	31-Jul-02	Granted
Slovakia	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	PV1031-2000S	14-Jan-99	285333	6-Sep-06	Granted
Taiwan	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	088100521	22-Feb-99	I242448	1-Nov-05	Granted
USA	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	10/667931	22-Sep-03			Pending
South Africa	PREPARATION OF A LIPID BLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	99/0247	14-Jan-99	99/0247	27-Sep-00	Granted
Australia	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	2002243807	1-Feb-02	2002243807	7-Jun-07	Granted
Canada	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	2437217	1-Feb-02			Pending

Europe	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	02709316.0	1-Feb-02			Published
Norway	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	20033435	1-Feb-02			Pending
USA	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	10/062206	1-Feb-02	6943692	13-Sep-05	Granted
Canada	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	2069759	19-Dec-90	2069759	16-Jan-07	Granted
Japan	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	503276/91	19-Dec-90	3309356	24-May-02	Granted
USA	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING AND METHODS FOR PREPARING THE SAME	07/818069	8-Jan-92	5230882	27-Jul-93	Granted
USA	IONOPHORE CONTAINING LIPOSOMERS FOR ULTRASOUND IMAGING	07/967974	27-Oct-92	5352435	4-Oct-94	Granted
USA	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	08/395683	28-Feb-95	5456901	10-Oct-95	Granted

USA	NOVEL THERAPEUTIC DELIVERY SYSTEMS RELATED APPLICATIONS	08/160232	30-Nov-93	5542935	6-Aug-96	Granted
Austria	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	ATE203148T2	18-Jul-01	Granted
Australia	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	20020/92	31-Mar-92	667471	13-Aug-96	Granted
Belgium	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Canada	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	2110491	31-Mar-92	2110491	24-Jul-07	Granted
Switzerland	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Germany	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	69231950.6-08	18-Jul-01	Granted
Denmark	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Europe	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Spain	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
France	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
United Kingdom	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Greece	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Italy	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	35846BE/2004	18-Jul-01	Granted
Japan	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	500847/93	31-Mar-92	3456584	1-Aug-03	Granted
Liechtenstein	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Luxembourg	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Netherlands	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Sweden	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	07/717084	18-Jun-91	5228446	20-Jul-93	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/017683	12-Feb-93	5305757	26-Apr-94	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/088268	7-Jul-93	5348016	20-Sep-94	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/199462	22-Feb-94	5769080	23-Jun-98	Granted
Austria	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	ATE233574T1	5-Mar-03	Granted
Australia	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	70431/94	20-May-94	683900	6-Aug-98	Granted
Australia	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	56271/98	24-Feb-98	713127	9-Mar-00	Granted
Belgium	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Brazil	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	PI1100994-2	14-May-97	PI1100994-2	7-Dec-99	Granted
Canada	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	2164845	20-May-94	2164845	29-Apr-08	Granted
Switzerland	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
China	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94192402.5	20-May-94	ZL94192402.5	19-Oct-03	Granted
Germany	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	69432219.9-08	5-Mar-03	Granted
Denmark	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Europe	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted

Spain	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
France	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
United Kingdom	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
Greece	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Hong Kong	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	99105053.5	20-Feb-04	HK1028943	14-May-04	Granted
Ireland	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Italy	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	24556BE/2003	5-Mar-03	Granted - SPC
Japan	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	501839/95	20-May-94	4274387	13-Mar-09	Granted
Japan	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	2007-190697	23-Jul-07			Pending
Liechtenstein	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
Luxembourg	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Netherlands	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Portugal	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Sweden	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
USA	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	08/159687	30-Nov-93	5585112	17-Dec-96	Granted
USA	METHODS OF PREPARING GASEOUS PRECURSOR-FILLED MICROSPHERES	08/487230	6-Jun-95	5853752	29-Dec-98	Granted
Argentina	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	P960101458	21-Feb-96	AR003110B1	28-Dec-05	Granted
Australia	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	31465/95	26-Jul-95	708341	18-Nov-99	Granted
Canada	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	2200061	26-Jul-95	2200061	10-Apr-07	Granted
Switzerland	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Chile	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	217-1996	15-Feb-96			Pending
China	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95195094.0	26-Jul-95	ZL95195094.0	8-Jan-03	Granted
Germany	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	69533261.9-08	14-Jul-04	Granted
Europe	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Europe	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	04076135.5	26-Jul-95			Granted
Spain	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
France	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC					

	APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
United Kingdom	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Greece	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted

Ireland	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Italy	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	31278BE/2004	14-Jul-04	Granted
Japan	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	510174/96	26-Jul-95	4004063	31-Aug-07	Granted
Mexico	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	PA/a/1997/001969	26-Jul-95	210448	25-Sep-02	Granted
Mexico	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	PA/a/2002/006115	19-Jun-02			Granted
USA	NOVEL COMPOSITIONS OF LIPIDS AND STABILIZING MATERIALS	08/417238	5-Apr-95	5705187	6-Jan-98	Granted
Australia	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	75947/96	6-Jun-96	703846	15-Jul-99	Granted
Canada	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	2218860	6-Jun-96	2218860	5-Dec-06	Granted
China	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96194425.0	6-Jun-96	ZL96194425.0	5-Oct-05	Granted
Germany	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Europe	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Spain	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
France	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
United Kingdom	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Hong Kong	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	98111007.1	28-Sep-98	1010127	4-May-06	Granted
Ireland	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Japan	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	503846/97	6-Jun-96	3645909	10-Feb-05	Granted
USA	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	08/482294	7-Jun-95	5656211	12-Aug-97	Granted
Austria	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	ATE227960	20-Nov-02	Granted
Belgium	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Switzerland	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Germany	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Denmark	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Europe	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Spain	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
France	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted

United Kingdom	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Greece	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Ireland	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Italy	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	20774BE/2003	20-Nov-02	Granted
Liechtenstein	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Luxembourg	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Netherlands	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Portugal	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Sweden	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
USA	METHODS OF PREPARING GAS-FILLED LIPOSOMES	08/076239	11-Jun-93	5469854	28-Nov-95	Granted
USA	METHODS OF PREPARING GAS-FILLED LIPOSOMES	08/471250	6-Jun-95	5715824	10-Feb-98	Granted
Austria	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	17442/92	18-Mar-92	660676	14-Nov-95	Granted
Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	33103/95	18-Mar-92	698209	2-May-02	Granted
Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	14280/99	18-Mar-92	740155	14-Feb-02	Granted
Belgium	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Brazil	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	PI1100619-6	13-May-97	PI1100619-6	1-Aug-00	Granted
Canada	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	2107466	18-Mar-92	2107466	3-Jul-01	Granted

Switzerland	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Germany	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	69229342.6	18-Mar-92	0580726	2-Jun-99	Granted
Denmark	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Europe	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Spain	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
France	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
United Kingdom	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Greece	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Italy	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Japan	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	509585/92	18-Mar-92	3518548	6-Feb-04	Granted
Japan	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	2002-339373	18-Mar-92	3888684	8-Dec-06	Granted

Netherlands	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	07/680984	5-Apr-91	5205290	27-Apr-93	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	07/980594	19-Jan-93	5281408	25-Jan-94	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/116982 have C of C	7-Sep-93	5456900	10-Oct-95	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/449090	24-May-95	5547656	20-Aug-96	Granted
USA	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY, AND IN OTHER APPLICATIONS	90/004720	8-Aug-97	5547656	3-Oct-00	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/456738	1-Jun-95	5527521	18-Jun-96	Granted (PTE)
USA	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY AND IN OTHER APPLICATIONS	08/878233	18-Jun-97	6528039	4-Mar-03	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	10/280844	25-Oct-02	6773696	10-Aug-04	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	10/864965	10-Jun-04	6998107	14-Feb-06	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	11/252659	18-Oct-05	7344705	18-Mar-08	Granted
USA	COMPOSITION COMPRISING LOW DENSITY MICROSPHERES	12/014154	15-Jan-08			Published
USA	LOW DENSITY MICROSPHERES AND SUSPENSIONS AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY AND IN OTHER APPLICATIONS	90/004719	8-Aug-97	5527521	9-Nov-99	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	3313197	16-Jun-97	733492	30-Aug-01	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	6188501	16-Jun-97	774666	14-Oct-04	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	2256592	16-Jun-97			Pending
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted

France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	99104828.2	16-Jun-97			Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	08/666129	19-Jun-96	6033645	7-Mar-00	Granted
USA	IMPROVED METHODS FOR ULTRASOUND IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND MULTIPLE IMAGES AND PROCESSING OF SAME	08/982829	2-Dec-97	6231834	15-May-01	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING					

	INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	40898/97	26-Aug-97	732813	16-Aug-01	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	2263924	26-Aug-97	2263924	18-Nov-08	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	19026BE/2008	17-Oct-07	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	09/573265	18-May-00	6884407	26-Apr-05	Granted
Austria	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Austria	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	42356/97	26-Aug-97	736056	8-Nov-01	Granted
Belgium	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Belgium	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	2263568	26-Aug-97	2263568	2-Dec-08	Granted
Switzerland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Switzerland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	69718519.2-08	15-Jan-03	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	69738223.0-08	11-Jul-07	Granted
Denmark	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Denmark	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted

Spain	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Spain	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Finland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Finland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
United	IMPROVED METHODS FOR DIAGNOSTIC IMAGING					

Kingdom	USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	00104933.2	26-Aug-97	HK1026139	23-May-03	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03106479.4	26-Aug-97	HK1062802	14-Mar-08	Granted
Ireland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	23096BE/2003	15-Jan-03	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	31735BE/2007	11-Jul-07	Granted
Japan	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	513669/98	26-Aug-97	4139440	13-Jun-08	Granted
Liechtenstein	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Liechtenstein	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Luxembourg	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Luxembourg	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Sweden	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Sweden	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	08/790550	30-Jan-97	5846517	8-Dec-98	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	09/143304	28-Aug-98	6071494	6-Jun-00	Granted
USA	NOVEL CATIONIC LIPIDS AND THE USE THEREOF	08/391938	21-Feb-95	5830430	3-Nov-98	Granted
USA	NOVEL CATIONIC LIPIDS AND THE USE THEREOF	09/073181	5-May-98	6056938	2-May-00	Granted
USA	PREPARATION OF PARAMAGNETIC NANOPARTICLES CONJUGATED TO LEUKOTRIENE B4 (LTB4) RECEPTOR ANTAGONISTS AND THEIR USE AS MRI CONTRAST AGENTS FOR THE DETECTION OF INFECTION AND INFLAMMATION	11/959569	19-Dec-07			Pending
Canada	VITRONECTIN RECEPTOR ANTAGONIST COMPOUNDS AND THEIR USE IN THE PREPARATION OF PHARMACEUTICALS	2525396	12-May-04			Pending
USA		12/713890	26-Feb-10			Pending
USA	NOVEL INTEGRIN RECEPTOR ANTAGONISTS	08/980016	26-Nov-97	6130231	10-Oct-00	Granted

USA	INTEGRIN RECEPTOR ANTAGONISTS	09/510379	22-Feb-00	6358976	19-Mar-02	Granted
Canada	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	2324555	29-Mar-99			Pending
Germany	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	69925262.8-08	11-May-05	Granted
Europe	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Spain	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
France	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
United Kingdom	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Ireland	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Italy	PHARMACEUTICALS FOR THE IMAGING OF				11-May-	

	ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	28490BE/2005	05	Granted
Japan	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	2000-548013	29-Mar-99			Pending
Luxembourg	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	09/599295	21-Jun-00	6537520	25-Mar-03	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	10/342081	14-Jan-03	6800273	5-Oct-04	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	10/622246	18-Jul-03	7052673	30-May-06	Granted
Canada	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	2412854	21-Jun-01			Pending
Germany	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
Europe	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
France	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
United Kingdom	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
Canada	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	2349501	17-Dec-99			Pending
USA	QUINOLONE VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/281209	30-Mar-99	6524553	25-Feb-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/465300	17-Dec-99	6511648	28-Jan-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/948807	7-Sep-01	6683163	27-Jan-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/948390	7-Sep-01	6689337	10-Feb-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/947783	7-Sep-01	6743412	1-Jun-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/599364	21-Jun-00	6511649	28-Jan-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	10/281015	26-Oct-02	7018611	28-Mar-06	Granted
Australia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2005214898	11-Feb-05			Pending
Brazil	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	PI0507684-6	11-Feb-05			Pending
Canada	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2556213	11-Feb-05			Pending
China	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200580006479.9	11-Feb-05			Published
Europe	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	05723066.6	11-Feb-05			Published
Israel	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	177275	11-Feb-05			Pending
India	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	4441/DELNP/2006	11-Feb-05			Published
Japan	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006-553329	11-Feb-05			Pending
Korea	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	10-2006-7016221	11-Feb-05			Pending
Mexico	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	PA/a/2006/008993	11-Feb-05			Pending
Norway	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	20064011	11-Feb-05			Pending
Russian Fed.	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006132814	11-Feb-05			Pending
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200900799-8	11-Feb-05			Pending
Taiwan	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	94112302	18-Apr-05			Pending
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	11/055498	10-Feb-05	7344702	18-Mar-08	Granted
USA	CONTRAST AGENTS FOR MYOCARDIAL					

	PERFUSION IMAGING	12/014161	15-Jan-08			Published
South Africa	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006/06429	11-Feb-05	2006/06429	27-Feb-08	Granted
Australia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2005238080	27-Apr-05			Pending
Canada	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2564737	27-Apr-05			Pending
China	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200580021474.3	27-Apr-05			Published
Colombia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	06109678	27-Apr-05			Pending
Europe	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	05756378.5	27-Apr-05			Published
Israel	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	178911	27-Apr-05			Pending
Korea	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	10-2006-7022493	27-Apr-05			Pending
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200606895-1	27-Apr-05			Granted
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING					Pending
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	11/113486	25-Apr-05	7485283	3-Feb-09	Granted
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	12/339694	19-Dec-08			Pending
PCT		TBD	15-Apr-10			Pending
PCT	CONTRAST AGENTS FOR APPLICATIONS INCLUDING PERFUSION IMAGING	PCT/US2009/001247	27-Feb-09			Pending

PCT	CONTRAST AGENTS FOR APPLICATIONS INCLUDING PERFUSION IMAGING	PCT/US2009/001296	27-Feb-09			Pending
USA	MATRIX METALLOPROTEINASE INHIBITORS AS TARGETING COMPONENTS IN DIAGNOSTIC AGENTS	09/783249	14-Feb-01	6656448	2-Dec-03	Granted
USA	MATRIX METALLOPROTEINASE INHIBITORS AS TARGETING COMPONENTS IN DIAGNOSTIC AGENTS	10/645272	21-Aug-03	7060248	13-Jun-06	Granted
Taiwan	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	98100454	8-Jan-09			Pending
USA	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	12/350628	8-Jan-09			Pending
PCT	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	PCT/US2009/000096	8-Jan-09			Pending
Taiwan	LIGANDS FOR IMAGING CONGESTIVE HEART FAILURE	096149600	21-Dec-07			Pending
Australia	LIGANDS FOR IMAGING CARDIAC INNERVATION	2007339954	21-Dec-07			Pending
Brazil	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
Canada	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
China	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
Colombia	LIGANDS FOR IMAGING CARDIAC INNERVATION	09-076173	21-Dec-07			Pending
Europe	LIGANDS FOR IMAGING CARDIAC INNERVATION	7869717.4	21-Dec-07			Pending
Israel	LIGANDS FOR IMAGING CARDIAC INNERVATION	199563	21-Dec-07			Pending
India	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
Japan	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
Korea	LIGANDS FOR IMAGING CARDIAC INNERVATION	10-2009-7015613	21-Dec-07			Pending
Mexico	LIGANDS FOR IMAGING CARDIAC INNERVATION	MX/a/2009/007018	21-Dec-07			Pending
Russia	LIGANDS FOR IMAGING CARDIAC INNERVATION	2009128591	21-Dec-07			Pending
Singapore	LIGANDS FOR IMAGING CARDIAC INNERVATION	200904382-9	21-Dec-07			Pending
South Africa	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
USA	LIGANDS FOR IMAGING CARDIAC INNERVATION	12/448,575	21-Dec-07			Pending
USA	METHOD AND APPARATUS FORSEPARATING IONS OF METALLIC ELEMENTS IN AQUEOUS SOLUTION	10/762990	22-Jan-04	7138643	21-Nov-06	Granted
USA	APPARATUS AND METHOD FOR THE PREPARATION OF A RADIOPHARMACEUTICAL				14-Mar-	

	FORMULATION	08/167685	15-Dec-93	5397902	9 5	Granted
Austria	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Belgium	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Switzerland	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Germany	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	69126893.2-08	16-Jul-97	Granted
Denmark	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Europe	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Spain	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
France	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
United Kingdom	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Greece	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Italy	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Liechtenstein	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Luxembourg	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Netherlands	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted

Sweden	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
USA	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	07/596273	12-Oct-90	5109160	28-Apr-92	Granted
Japan	METHOD AND APPARATUS FORSEPARATING IONS OF METALLIC ELEMENTS IN AQUEOUS SOLUTION	2003-552418	12/18/2002	4162141	8/1/2008	Granted
USA		61/178,006	13-May-09			Pending
PCT		PCT/US2009/002998	13-May-09			Pending
USA	METHODS OF MAKING RADIOLABELED TRACERS AND PRECURSORS THEREOF	11/492,729	27-Jul-06			Pending
Canada	METHODS OF MAKING RADIOLABELED TRACERS AND PRECURSORS THEREOF	2618988				Pending
USA		61/302,477	8-Feb-10			Pending
USA		61/315,376	18-Mar-10			Pending
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/034,522	20-Dec-01	6676929	13-Jan-04	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/354,723	30-Jan-03	7011815	14-Mar-06	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/755,506	12-Jan-04	7060250	13-Jun-06	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/755,507	12-Jan-04	7229606	12-Jun-07	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/472,842	22-Jun-06			Published
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/526,302	25-Sep-06			Published
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/526,312	25-Sep-06			Published
Australia	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	46543/96	16-Jan-96	689700	16-Jul-98	Granted
Canada	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	2211100	16-Jan-96	2211100	20-Mar-07	Granted
USA	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	08/833,745	11-Apr-97	5919967	06-Jul-99	Granted

Australia	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	60425/98	27-Jan-98	728902	03-May-01	Granted
Canada	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	2285417	27-Jan-98	2285417	24-Jan-06	Granted
USA	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	09/887,706	08-Sep-00	6861045	01-Mar-05	Granted
USA	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	10/961,872	08-Oct-04	7175829	13-Feb-07	Granted
Australia	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	96686/98	24-Sep-98	742438	18-Apr-02	Granted
Canada	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	2303426	24-Sep-98	2303426	23-Sep-08	Granted
Canada	METHODS FOR LYMPH SYSTEM IMAGING	2660717	16-Aug-07			Pending
USA	METHODS FOR LYMPH SYSTEM IMAGING	11/840,070	16-Aug-07			Published
USA	IMAGING SEXUAL RESPONSE	09/718,161	21-Nov-00	6548044	15-Apr-03	Granted
USA	IMAGING SEXUAL RESPONSE	10/291,900	08-Nov-02	6969507	29-Nov-05	Granted
USA	IMAGING SEXUAL RESPONSE	11/184,271	18-Jul-05			Published
USA	STEADY STATE PERFUSION METHODS	11/346,884	03-Feb-06			Published
Australia	STEADY STATE PERFUSION METHODS	2006210398	03-Feb-06			Pending
Canada	STEADY STATE PERFUSION METHODS	2596863	03-Feb-06			Pending
USA	INTEGRIN TARGETED IMAGING AGENTS	11/971818	09-Jan-08	7566442	28-Jul-09	Granted
USA	INTEGRIN TARGETED IMAGING AGENTS	10/351463	24-Jan-03	7255875	14-Aug-07	Granted
USA	INTEGRIN TARGETED IMAGING AGENTS	11/305416	16-Dec-05	7344698	18-Mar-08	Granted
USA	THERMAL PREACTIVATION OF GASEOUS PRECURSOR FILLED COMPOSITIONS	08/929847	15-Sep-97	6548047	15-Apr-03	Granted

Trademarks and Trademark Applications

Mark	Country	Application No.	Filing Date	Reg No.	Reg Date	Status
ABLAVAR (BLOCK)	Argentina	2642605	2-Jan-06			Pending
ABLAVAR (BLOCK)	Austria	AM8773/2005	29-Dec-05	231337	24-Apr-06	Registered
ABLAVAR (BLOCK)	Australia	1054235	6-May-05	1054235	19-Dec-05	Registered
ABLAVAR (BLOCK)	Brazil	827589522	15-Jul-05	827589522	18-Dec-07	Registered
ABLAVAR (BLOCK)	Benelux	1098847	23-Dec-05	788831	6-Apr-06	Registered
ABLAVAR (BLOCK)	Canada	1256778	6-May-05			Published
ABLAVAR (BLOCK)	Switzerland	55642/2005	8-Jul-05	536787	18-Aug-05	Registered
ABLAVAR (BLOCK)	China (People's Republic)	4775929	12-Jul-05	4775929	14-Jan-09	Registered
ABLAVAR (BLOCK)	Cyprus, Republic of	71986	2-Jan-06			Pending
ABLAVAR (BLOCK)	Czech Republic	432910	29-Dec-05	282088	26-Jul-06	Registered
ABLAVAR (BLOCK)	Germany	305269844/05	9-May-05	30526984	4-Nov-05	Registered
ABLAVAR (BLOCK)	Denmark	VA 2005 05903	29-Dec-05	VR 2006 01176	30-Mar-06	Registered
ABLAVAR (BLOCK)	Estonia	M200501718	29-Dec-05	43492	22-Jan-07	Registered
ABLAVAR (BLOCK)	European Community	4390464	15-Apr-05	4390464	22-Feb-06	Registered
ABLAVAR (BLOCK)	Spain	2650581(9)	9-May-05	2650581	23-Mar-06	Registered
ABLAVAR (BLOCK)	Finland	T200503494	29-Dec-05	236462	31-Jul-06	Registered
ABLAVAR (BLOCK)	France	053357818	9-May-05	053357818	14-Oct-05	Registered
ABLAVAR (BLOCK)	United Kingdom	2391178	6-May-05	2391178	21-Oct-05	Registered
ABLAVAR (BLOCK)	Greece	151178	30-Dec-05	151178	17-Apr-07	Registered
ABLAVAR (BLOCK)	Hungary	M0600105	11-Jan-06	188565	8-Feb-07	Registered
ABLAVAR (BLOCK)	Ireland	2005/02681	29-Dec-05	233320	19-Jul-06	Registered
ABLAVAR (BLOCK)	Iceland	4147/2005	29-Dec-05	186/2006	3-Feb-06	Registered
ABLAVAR (BLOCK)	Italy	TO2005C001418	9-May-05	1174404	5-Mar-09	Registered
ABLAVAR (BLOCK)	Japan	2005-40339	9-May-05	4955744	26-May-06	Registered
ABLAVAR (BLOCK)	Lithuania	2005 2270	29-Dec-05	54034	1-Sep-07	Registered
ABLAVAR (BLOCK)	Latvia	M-05-1848	30-Dec-05	M57473	20-Apr-07	Registered
ABLAVAR (BLOCK)	Malta	44677	29-Dec-05	44677	19-Jun-06	Registered
ABLAVAR (BLOCK)	Mexico	727377	8-Jul-05	920285	22-Feb-06	Registered
ABLAVAR (BLOCK)	Norway	200514758	30-Dec-05	234225	10-Aug-06	Registered

ABLAVAR (BLOCK)	Poland	Z-304421	3-Jan-06	194640	11-Sep-07	Registered
ABLAVAR (BLOCK)	Portugal	396869	6-Jan-06	396869	25-May-07	Registered
ABLAVAR (BLOCK)	Sweden	2005/09882	30-Dec-05	380541	28-Apr-06	Registered
ABLAVAR (BLOCK)	Slovenia	Z-200571839	29-Dec-05	200571839	22-Jun-06	Registered
ABLAVAR (BLOCK)	Slovakia	2456-2005	29-Dec-05	216455	11-Jan-07	Registered

ABLAVAR (BLOCK)	United States of America	78/929561	14-Jul-06	3769439	30-Mar-10	Registered
AROLUME (BLOCK)	Switzerland	53834/2005	9-May-05	535032	27-Jun-05	Registered
AROLUME (BLOCK)	European Community	4421591	4-May-05	4421591	9-Mar-06	Registered
AROLUME (BLOCK)	Iceland	1236/2005	9-May-05	556/2005	6-Jun-05	Registered
AROLUME (BLOCK)	Norway	200504403	11-May-05	231175	6-Mar-06	Registered
ASPECTIV (BLOCK)	Iceland	1211/2005	9-May-05	531/2005	6-Jun-05	Registered
ASPECTIV (BLOCK)	Norway	200504396	11-May-05	231161	3-Mar-06	Registered
AU COEUR DE L'INNOVATION (BLOCK)	Canada	1174870	15-Apr-03	TMA663062	21-Apr-06	Registered
CARDIOLITE (BLOCK)	United Arab Emirates	31093	28-Apr-99			Published
CARDIOLITE (BLOCK)	Argentina	2308142	22-Sep-00	1889547	9-Oct-02	Registered
CARDIOLITE (BLOCK)	Austria	AM3202/88	15-Jul-88	122358	11-Nov-88	Registered
CARDIOLITE (BLOCK)	Australia	465624	21-May-87	465624	22-May-89	Registered
CARDIOLITE (BLOCK)	Bosnia and Herzegovina	BAZ058668A	26-Apr-05	BAZ058668A	4-Nov-09	Registered
CARDIOLITE (BLOCK)	Bahrain	49417	3-Aug-06	49417	3-Aug-06	Registered
CARDIOLITE (BLOCK)	Brazil	813573521	11-Jun-87	813573521	27-Nov-90	Registered
CARDIOLITE (BLOCK)	Benelux	0058861	26-May-87	430568	26-May-87	Registered
CARDIOLITE (BLOCK)	Canada	0592765	1-Oct-87	TMA355389	5-May-89	Registered
CARDIOLITE (BLOCK)	Switzerland	5106	15-Jul-88	364924	21-Dec-88	Registered
CARDIOLITE (BLOCK)	Chile	677859	1-Mar-05	727742	16-Jun-05	Registered
CARDIOLITE (BLOCK)	China (People's Republic)	9004153	16-Feb-90	595940	20-May-92	Registered
CARDIOLITE (BLOCK)	Colombia	374939	5-Feb-93	185322	28-Feb-95	Registered
CARDIOLITE (BLOCK)	Costa Rica	83836	26-Aug-93	83836	30-Aug-93	Registered
CARDIOLITE (BLOCK)	Germany	D433985WZ	26-May-87	1163253	30-Aug-90	Registered
CARDIOLITE (BLOCK)	Denmark	1988 04954	18-Jul-88	1990 00859	16-Feb-90	Registered
CARDIOLITE (BLOCK)	Egypt	89620	10-Jan-94	89620	31-May-97	Registered
CARDIOLITE (BLOCK)	European Community	6800551	2-Apr-08	6800551	18-Dec-08	Registered
CARDIOLITE (BLOCK)	Spain	1,198,786	12-Jun-87	1,198,786	5-Oct-89	Registered
CARDIOLITE (BLOCK)	Finland	3111/88	19-Jul-88	109747	5-Dec-90	Registered
CARDIOLITE (BLOCK)	France	858531	27-May-87	1411084	27-May-87	Registered
CARDIOLITE (BLOCK)	United Kingdom	1310679	21-May-87	1310679	8-Sep-89	Registered
CARDIOLITE (BLOCK)	Greece	89978	1-Aug-88	89978	17-Oct-91	Registered
CARDIOLITE (BLOCK)	Hong Kong	300683631	19-Jul-06	300683631	6-Feb-07	Registered
CARDIOLITE (BLOCK)	Croatia	Z20050481	19-Apr-05	Z20050481	28-Feb-06	Registered
CARDIOLITE (BLOCK)	Hungary	M9301931	29-Jul-88	127666	23-Jan-89	Registered
CARDIOLITE (BLOCK)	Indonesia	D99-13523	4-Aug-99	511371	1-Jul-02	Registered
CARDIOLITE (BLOCK)	Israel	72262	17-Apr-89	72262	17-Mar-93	Registered
CARDIOLITE (BLOCK)	India	497824	14-Sep-88	497824	14-Sep-88	Registered

CARDIOLITE (BLOCK)	Italy	36032C/88	9-Aug-88	844131	14-Jun-91	Registered
CARDIOLITE (BLOCK)	Jordan	87575	23-Jul-06			Published
CARDIOLITE (BLOCK)	Japan	57085/87	25-May-87	2212950	23-Feb-90	Registered
CARDIOLITE (BLOCK)	Korea, Republic of	88-20575	10-Sep-88	40-192678	31-May-90	Registered
CARDIOLITE (BLOCK)	Kuwait	78557	19-Jul-06			Pending
CARDIOLITE (BLOCK)	Macedonia	Z-2005/233	15-Apr-05	12756	13-Mar-07	Registered
CARDIOLITE (BLOCK)	Mexico	656568	17-May-04	838248	17-Jun-04	Registered
CARDIOLITE (BLOCK)	Norway	872079	22-May-07	134431	1-Dec-88	Registered
CARDIOLITE (BLOCK)	New Zealand	233259	6-Jan-94	233259	5-Jul-96	Registered
CARDIOLITE (BLOCK)	Oman	40911	25-Jul-06	40911	10-Jul-07	Registered

CARDIOLITE (BLOCK)	Panama	074219	27-Jan-95	074219	16-May-96	Registered
CARDIOLITE (BLOCK)	Philippines	4-1998-005736	31-Jul-98	4-1998-005736	30-Jul-05	Registered
CARDIOLITE (BLOCK)	Poland	Z-86307	8-Aug-88	63998	8-Aug-88	Registered
CARDIOLITE (BLOCK)	Portugal	354442	13-Mar-01	354442	30-Jun-04	Registered
CARDIOLITE (BLOCK)	Russian Federation	I09652	9-Aug-88	85120	3-Apr-89	Registered
CARDIOLITE (BLOCK)	Saudi Arabia	7416	11-Sep-88	192/16	27-Feb-89	Registered
CARDIOLITE (BLOCK)	Sweden	87-4401	14-Jun-87	215044	3-Nov-89	Registered
CARDIOLITE (BLOCK)	Singapore	S/439/94	19-Jan-94	T94/00439E	19-Jan-94	Registered
CARDIOLITE (BLOCK)	Slovenia	Z-200570518	14-Apr-05	Z-200570518	6-Feb-06	Registered
CARDIOLITE (BLOCK)	Thailand	259749	3-Feb-94	TM28685	12-May-95	Registered
CARDIOLITE (BLOCK)	Turkey	43591	24-Aug-88	107201	24-Aug-88	Registered
CARDIOLITE (BLOCK)	Taiwan	29883	3-Jun-87	388319	16-Jan-88	Registered
CARDIOLITE (BLOCK)	United States of America	73/662052	21-May-87	1484982	19-Apr-88	Registered
CARDIOLITE (BLOCK)	Uruguay	266038	21-Oct-93	358.403	11-Jan-95	Registered
CARDIOLITE (BLOCK)	Venezuela	94-16939	20-Dec-94	188034-P	9-Feb-96	Registered
CARDIOLITE (BLOCK)	Viet Nam	4-1993-14734	27-Jul-93	12212	16-Jun-94	Registered
CARDIOLITE (BLOCK)	South Africa	88/5957	18-Jul-88	88/5957	7-Nov-90	Registered
CARDIOLITE IN KATAKANA	Japan	95714/87	25-Aug-87	2266312	21-Sep-90	Registered
CLEARAGE (BLOCK)	Switzerland	53869/2005	10-May-05	534934	23-Jun-05	Registered
CLEARAGE (BLOCK)	European Community	4430229	10-May-05	4430229	25-Apr-06	Registered
CLEARAGE (BLOCK)	Iceland	1225/2005	9-May-05	545/2005	6-Jun-05	Registered
CLEARAGE (BLOCK)	Norway	200504405	11-May-05	231180	6-Mar-06	Registered
CONSTALITE (BLOCK)	Switzerland	53925/2005	11-May-05	535348	5-Jul-05	Registered
CONSTALITE (BLOCK)	European Community	4388518	15-Apr-05	4388518	22-Feb-06	Registered
CONSTALITE (BLOCK)	Iceland	1212/2005	9-May-05	532/2005	6-Jun-05	Registered
CONSTALITE (BLOCK)	Norway	200504368	11-May-05	231265	8-Mar-06	Registered
CONSTELITE (BLOCK)	Austria	AM 6792/2005	11-Oct-05	229 298	10-Jan-06	Registered

CONSTELITE (BLOCK)	Australia	1079053	4-Oct-05	1079053	22-May-06	Registered
CONSTELITE (BLOCK)	Benelux	1086689	3-Oct-05	784455	7-Mar-06	Registered
CONSTELITE (BLOCK)	Switzerland	53929/2005	11-May-05	535350	5-Jul-05	Registered
CONSTELITE (BLOCK)	China (People's Republic)	4932556	8-Oct-05	4932556	21-Feb-09	Registered
CONSTELITE (BLOCK)	Czech Republic	O-430240	3-Oct-05	280408	19-Apr-06	Registered
CONSTELITE (BLOCK)	Germany	305 58 724.2/05	4-Oct-05	30558724	12-Dec-05	Registered
CONSTELITE (BLOCK)	Denmark	VA200504171	3-Oct-05	VR200503905	11-Oct-05	Registered
CONSTELITE (BLOCK)	Estonia	M200501257	3-Oct-05	43142	22-Sep-06	Registered
CONSTELITE (BLOCK)	European Community	4388641	15-Apr-05	4388641	22-Feb-06	Registered
CONSTELITE (BLOCK)	Spain	2672702	4-Oct-05	2672702	30-May-06	Registered
CONSTELITE (BLOCK)	Finland	T200502575	3-Oct-05	236053	31-May-06	Registered
CONSTELITE (BLOCK)	France	053383474	3-Oct-05	053383474	10-Mar-06	Registered
CONSTELITE (BLOCK)	United Kingdom	2402993	3-Oct-05	2402993	24-Mar-06	Registered
CONSTELITE (BLOCK)	Greece	150994	10-Oct-05	150994	19-Mar-07	Registered
CONSTELITE (BLOCK)	Hungary	M0503233	6-Oct-05	187777	11-Dec-06	Registered
CONSTELITE (BLOCK)	Ireland	2005/02036	3-Oct-05	232693	10-Apr-06	Registered
CONSTELITE (BLOCK)	Iceland	1214/2005	9-May-05	534/2005	6-Jun-05	Registered
CONSTELITE (BLOCK)	Italy	TO2005C002840	5-Oct-05	1175186	6-Mar-09	Registered
CONSTELITE (BLOCK)	Japan	2005-92510	4-Oct-05	4999886	2-Nov-06	Registered
CONSTELITE (BLOCK)	Lithuania	2005 1732	3-Oct-05	53451	15-May-07	Registered
CONSTELITE (BLOCK)	Latvia	M051426	30-Nov-05	M57210	20-Jan-07	Registered
CONSTELITE (BLOCK)	Malta	44352	5-Oct-05	44352	1-Feb-06	Registered
CONSTELITE (BLOCK)	Norway	200504369	11-May-05	231267	8-Mar-06	Registered
CONSTELITE (BLOCK)	Poland	Z-300785	4-Oct-05	191177	5-Dec-07	Registered
CONSTELITE (BLOCK)	Portugal	394593	14-Oct-05	394593	11-Aug-06	Registered
CONSTELITE (BLOCK)	Sweden	2005/07289	4-Oct-05	378117	13-Jan-06	Registered
CONSTELITE (BLOCK)	Singapore	T05/19228Z	4-Oct-05	T05/19228Z	13-Jul-06	Registered
CONSTELITE (BLOCK)	Slovenia	Z-200571366	3-Oct-05	200571366	24-Apr-06	Registered
CONSTELITE (BLOCK)	Slovakia	1819-2005	3-Oct-05	215213	11-Sep-06	Registered
CONSTILITE (BLOCK)	Switzerland	53927/2005	11-May-05	535349	5-Jul-05	Registered
CONSTILITE (BLOCK)	European Community	4388559	15-Apr-05	4388559	31-Mar-06	Registered
CONSTILITE (BLOCK)	Iceland	1213/2005	9-May-05	533/2005	6-Jun-05	Registered
CONSTILITE (BLOCK)	Norway	200504397	11-May-05	231268	8-Mar-06	Registered
CORRELITE (BLOCK)	Switzerland	53864/2005	10-May-05	534929	23-Jun-05	Registered

CORRELITE (BLOCK)	European Community	4430427	10-May-05	4430427	21-Mar-06	Registered
CORRELITE (BLOCK)	Iceland	1220/2005	9-May-05	540/2005	6-Jun-05	Registered
CORRELITE (BLOCK)	Norway	200504373	11-May-05	231303	9-Mar-06	Registered

CRESONATE (BLOCK)	Switzerland	53868/2005	10-May-05	534933	23-Jun-05	Registered
CRESONATE (BLOCK)	European Community	4430369	10-May-05	4430369	5-Apr-06	Registered
CRESONATE (BLOCK)	Iceland	1224/2005	9-May-05	544/2005	6-Jun-05	Registered
CRESONATE (BLOCK)	Norway	200504376	11-May-05	231312	9-Mar-06	Registered
DEFINITY	Austria	AM6773/2003	14-Oct-03	214791	13-Jan-04	Registered
DEFINITY	Benelux	1041399	7-Oct-03	744968	7-Oct-03	Registered
DEFINITY	Denmark	VA200303637	8-Oct-03	VR200304229	23-Dec-03	Registered
DEFINITY	European Community	4043428	24-Sep-04	4043428	16-Jun-06	Registered
DEFINITY	Italy	T02004C002801	27-Sep-04			Pending
DEFINITY	Jordan		9-Dec-03	72919	16-Jun-04	Registered
DEFINITY (BLOCK)	United Arab Emirates	58056	30-Dec-03	49158	31-Oct-04	Registered
DEFINITY (BLOCK)	Argentina	2481681	4-Dec-03	2038737	19-Aug-05	Registered
DEFINITY (BLOCK)	Bulgaria	73798	24-Sep-04	55703	20-Sep-06	Registered
DEFINITY (BLOCK)	Bahrain	40543	19-Jan-04	40543	3-Aug-06	Registered
DEFINITY (BLOCK)	Brazil	821165925	23-Oct-98	821165925	2-May-07	Registered
DEFINITY (BLOCK)	Benelux	917629	11-Jun-98	647455	11-Jun-98	Registered
DEFINITY (BLOCK)	Canada	885825	29-Jul-98	TMA604670	10-Mar-04	Registered
DEFINITY (BLOCK)	Switzerland	04519	5-Jun-98	456755	4-Dec-98	Registered
DEFINITY (BLOCK)	Switzerland	56283/2004	17-Sep-04	528677	14-Dec-04	Registered
DEFINITY (BLOCK)	Chile	627594	11-Nov-03	695895	22-Jun-04	Registered
DEFINITY (BLOCK)	China (People's Republic)	2000175322	13-Nov-00	1684547	21-Dec-01	Registered
DEFINITY (BLOCK)	Colombia	T2003/095330	27-Oct-03	288124	9-Sep-04	Registered
DEFINITY (BLOCK)	Czech Republic	359595	23-Sep-04	277224	22-Dec-05	Registered
DEFINITY (BLOCK)	Germany	398325103	10-Jun-98	39832510	6-Nov-98	Registered
DEFINITY (BLOCK)	Germany	303520582/82	9-Oct-03	30352058	6-Apr-04	Registered
DEFINITY (BLOCK)	Denmark	VA199802556	10-Jun-98	VR199803549	4-Nov-98	Registered
DEFINITY (BLOCK)	Estonia	M200401427	22-Sep-04	42075	11-Jan-06	Registered
DEFINITY (BLOCK)	Egypt		25-Oct-03	162754	16-Mar-06	Registered
DEFINITY (BLOCK)	Spain	2614823(4)	23-Sep-04	2614823	2-Feb-05	Registered
DEFINITY (BLOCK)	Finland	T200400588	10-Mar-04	231633	30-Nov-04	Registered
DEFINITY (BLOCK)	France	03 3 250 257	9-Oct-03	03 3 250 257	19-Mar-04	Registered
DEFINITY (BLOCK)	United Kingdom	2374021	24-Sep-04	2374021	18-Mar-05	Registered
DEFINITY (BLOCK)	Greece	137184	12-Jun-98	137184	19-Feb-01	Registered
DEFINITY (BLOCK)	Greece	150072	7-Oct-04	150072	18-Apr-06	Registered
DEFINITY (BLOCK)	Hong Kong	300118539	27-Nov-03	300118539	10-Aug-04	Registered
DEFINITY (BLOCK)	Hungary	M0403974	27-Sep-04	184834	12-Jun-06	Registered
DEFINITY (BLOCK)	Indonesia	DOO-28189	24-Nov-00	491755	1-Oct-01	Registered

DEFINITY (BLOCK)	Ireland	98/2416	8-Jun-98	209318	31-Mar-00	Registered
DEFINITY (BLOCK)	Ireland	2003/01875	7-Oct-03	228069	7-May-04	Registered
DEFINITY (BLOCK)	Israel	167544	24-Oct-03	167544	5-Sep-04	Registered
DEFINITY (BLOCK)	India	970339	14-Nov-00	970339	31-Mar-05	Registered
DEFINITY (BLOCK)	Iceland	1091/1998	10-Jun-98	1181/1998	24-Nov-98	Registered
DEFINITY (BLOCK)	Iceland	2418/2004	17-Sep-04	841/2004	6-Oct-04	Registered
DEFINITY (BLOCK)	Italy	RM98C003094	17-Jun-98	839885	8-Mar-01	Registered
DEFINITY (BLOCK)	Korea, Republic of	40-2000-52536	11-Nov-00	40-0516449	29-Mar-02	Registered
DEFINITY (BLOCK)	Kuwait	61869	30-Nov-03	52503	30-Nov-03	Registered
DEFINITY (BLOCK)	Lebanon	96379	8-Jan-04	96379	8-Jan-04	Registered
DEFINITY (BLOCK)	Lithuania	20041886	22-Sep-04	51288	14-Mar-06	Registered
DEFINITY (BLOCK)	Latvia	M-04-1443	22-Sep-04	M55649	20-Nov-05	Registered
DEFINITY (BLOCK)	Macao	N/017396	1-Jun-05	N/017396	6-Oct-05	Registered
DEFINITY (BLOCK)	Malta		30-Sep-04	42705	21-Mar-05	Registered
DEFINITY (BLOCK)	Mexico	626695	28-Oct-03	821941	25-Feb-04	Registered
DEFINITY (BLOCK)	Malaysia	00015872	8-Nov-00	00015872	29-Nov-07	Registered
DEFINITY (BLOCK)	Norway	200309427	9-Oct-03	223995	9-Aug-04	Registered

DEFINITY (BLOCK)	New Zealand	705127	27-Nov-03	705127	5-Jul-04	Registered
DEFINITY (BLOCK)	Oman		16-Dec-03	32096	10-Jul-05	Registered
DEFINITY (BLOCK)	Philippines	4-2003-009869	27-Oct-03	4-2003-009869	17-Aug-06	Registered
DEFINITY (BLOCK)	Pakistan	648	10-Nov-00	167487	10-Nov-00	Registered
DEFINITY (BLOCK)	Poland	Z-285820	24-Sep-04	188252	24-Sep-04	Registered
DEFINITY (BLOCK)	Portugal	375909	16-Oct-03	375909	3-Nov-04	Registered
DEFINITY (BLOCK)	Romania	M 2004 08155	22-Sep-04	NR63773	22-Sep-04	Registered
DEFINITY (BLOCK)	Saudi Arabia	86886	27-Dec-03	747/49	20-Sep-04	Registered
DEFINITY (BLOCK)	Sweden	1998/04656	11-Jun-98	338235	9-Jun-00	Registered
DEFINITY (BLOCK)	Sweden	2004/07226	29-Oct-04	373766	22-Jul-05	Registered
DEFINITY (BLOCK)	Singapore	T02/16112Z	16-Oct-02	T02/11612Z	16-Oct-02	Registered
DEFINITY (BLOCK)	Slovenia	Z200471683	22-Sep-04	200471683	13-Jun-05	Registered
DEFINITY (BLOCK)	Slovakia	2898-2004	22-Sep-04	211567	10-Oct-05	Registered
DEFINITY (BLOCK)	Thailand	439865	28-Nov-00	146090	27-Oct-01	Registered
DEFINITY (BLOCK)	Turkey	2004030777	24-Sep-04	2004030777	24-Sep-04	Registered
DEFINITY (BLOCK)	Taiwan	89065181	10-Nov-00	983838	16-Feb-02	Registered
DEFINITY (BLOCK)	United States of America	75/479438	5-May-98	2478324	14-Aug-01	Registered
DEFINITY (BLOCK)	Venezuela	15475/2003	27-Oct-03	P261256	25-May-05	Registered
DEFINITY (BLOCK)	Viet Nam	4-2003-11883	26-Dec-03	62986	24-May-05	Registered
DEFINITY (BLOCK)	Serbia (Old Code)	Z-522/05	5-May-05	50885	7-Jun-06	Registered

DEFINITY (DI FEN LI TI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636959	30-Apr-05	4636959	14-Sep-08	Registered
DEFINITY (DI FEN LI) (SIMPLIFIED CHINESE CHARACTERS) (VERSION 1) (BLOCK)	China (People's Republic)	4636957	30-Apr-05	4636957	28-Aug-08	Registered
DEFINITY (DI FEN LI) (SIMPLIFIED CHINESE CHARACTERS) (VERSION 2) (BLOCK)	China (People's Republic)	4636953	30-Apr-05	4636953	28-Aug-08	Registered
DEFINITY (DI FEN NI TI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636951	30-Apr-05	4636951	14-Sep-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636952	30-Apr-05	4636952	28-Aug-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) VERSION 1 (BLOCK)	China (People's Republic)	4636958	30-Apr-05	4636958	28-Aug-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) VERSION 2 (BLOCK)	China (People's Republic)	4636954	30-Apr-05	4636954	28-Aug-08	Registered
DEFINITY (DI FEN) (SIMPLIFIED CHINESE CHARACTERS)VERSION 2 (BLOCK)	China (People's Republic)	4636955	30-Apr-05	4636955	28-Aug-08	Registered
DEFINITY IN CHINESE (DE FEN LI) (BLOCK)	Hong Kong	300415692	5-May-05	300415692	18-Oct-05	Registered
DEFINITY IN CHINESE (DE FEN LI) (BLOCK)	Macao	N/017399	1-Jun-05	N/017399	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI TI) (BLOCK)	Hong Kong	300415746	5-May-05	300415746	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI TI) (BLOCK)	Macao	N/017404	1-Jun-05	N/017404	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) - VERSION 2 (BLOCK)	Macao	N/017400	1-Jun-05	N/017400	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) (BLOCK)	Hong Kong	300415728	5-May-05	300415728	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN	Hong Kong					

LI) (BLOCK)		300415737	5-May-05	300415737	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) (BLOCK)	Macao	N/017402	1-Jun-05	N/017402	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI TI) (BLOCK)	Hong Kong	300415773	5-May-05	300415773	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI TI) (BLOCK)	Macao	N/017405	1-Jun-05	N/017405	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) - VERSION 2 (BLOCK)	Hong Kong	300415755	5-May-05	300415755	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) - VERSION 2 (BLOCK)	Macao	N/017403	1-Jun-05	N/017403	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) (BLOCK)	Hong Kong	300415764	5-May-05	300415764	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) (BLOCK)	Macao	N/017401	1-Jun-05	N/017401	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN) - VERSION 2 (BLOCK)	Macao	N/017398	1-Jun-05	N/017398	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN) (BLOCK)	Macao	N/017397	1-Jun-05	N/017397	6-Oct-05	Registered
DEFINITY IN CHINESE (DI-FEN) - VERSION 2 (BLOCK)	Taiwan	094020928	3-May-05	01197686	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN) (BLOCK)	Taiwan	094020927	3-May-05	01197685	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI) - VERSION 2 (BLOCK)	Taiwan	094020930	3-May-05	01197688	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI) (BLOCK)	Taiwan	094020926	3-May-05	01197684	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI-TI) (BLOCK)	Taiwan	094020922	3-May-05	01185604	16-Dec-05	Registered
DEFINITY IN CHINESE (DI-FEN-NI) - VERSION 2 (BLOCK)	Taiwan	094020929	3-May-05	01197687	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-NI) (BLOCK)	Taiwan	094020943	3-May-05	01197690	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-NI-TI) (BLOCK)	Taiwan	094020920	3-May-05	01183223	1-Dec-05	Registered
DEFINITY IN CHINESE (TE-FEN-LI) (BLOCK)	Taiwan	094020932	3-May-05	01197689	1-Mar-06	Registered
DEFINITY WITH KATAKANA (BLOCK)	Japan	914981999	12-Oct-99	4412056	25-Aug-00	Registered
DEFINTY (BLOCK)	Australia	980075	27-Nov-03	980075	7-Sep-04	Registered
DEPICTRA (BLOCK)	Austria	AM6794/2005	11-Oct-05	229 300		Pending
DEPICTRA (BLOCK)	Australia	1079051	4-Oct-05	1079051	22-May-06	Registered
DEPICTRA (BLOCK)	Benelux	1086688	3-Oct-05	0784453	7-Mar-06	Registered
DEPICTRA (BLOCK)	Switzerland	53833/2005	9-May-05	535031	27-Jun-05	Registered
DEPICTRA (BLOCK)	China (People's Republic)	4932557	8-Oct-05	4932557	21-Feb-09	Registered
DEPICTRA (BLOCK)	Cyprus, Republic of	71783	5-Oct-05			Pending
DEPICTRA (BLOCK)	Czech Republic	O-430238	3-Oct-05	280406	19-Apr-06	Registered
DEPICTRA (BLOCK)	Germany	30558722.6/05	4-Oct-05	30558722	12-Dec-05	Registered
DEPICTRA (BLOCK)	Denmark	VA200504170	3-Oct-05	VR200503903	11-Oct-05	Registered
DEPICTRA (BLOCK)	Estonia	M200501255	3-Oct-05	43140	22-Sep-06	Registered
DEPICTRA (BLOCK)	European Community	004421632	4-May-05	004421632	25-Apr-06	Registered
DEPICTRA (BLOCK)	Spain	2672704	4-Oct-05	2672704	30-May-06	Registered

DEPICTRA (BLOCK)	Finland	T200502573	3-Oct-05	236051	31-May-06	Registered
DEPICTRA (BLOCK)	France	053383469	3-Oct-05	053383469	3-Oct-05	Registered
DEPICTRA (BLOCK)	United Kingdom	2402991	3-Oct-05	2402991	24-Mar-06	Registered
DEPICTRA (BLOCK)	Greece	150992	10-Oct-05	150992	19-Mar-07	Registered
DEPICTRA (BLOCK)	Hungary	M0503231	6-Oct-05	187775	11-Dec-06	Registered
DEPICTRA (BLOCK)	Ireland	2005/02034	3-Oct-05	232689	10-Apr-06	Registered

DEPICTRA (BLOCK)	Iceland	1235/2005	9-May-05	555/2005	6-Jun-05	Registered
DEPICTRA (BLOCK)	Italy	TO2005C002838	5-Oct-05	1175184	6-Mar-09	Registered
DEPICTRA (BLOCK)	Japan	2005-92511	4-Oct-05	4959290	9-Jun-06	Registered
DEPICTRA (BLOCK)	Lithuania	20051730	3-Oct-05	53449	15-May-07	Registered
DEPICTRA (BLOCK)	Latvia	M-05-1424	30-Nov-05	M57208	20-Jan-07	Registered
DEPICTRA (BLOCK)	Malta	44351	5-Oct-05	44351	1-Feb-06	Registered
DEPICTRA (BLOCK)	Norway	200504372	11-May-05	231295	9-Mar-06	Registered
DEPICTRA (BLOCK)	Poland	Z-300787	4-Oct-05	191179	5-Dec-07	Registered
DEPICTRA (BLOCK)	Portugal	394584	14-Oct-05	394584	11-Aug-06	Registered
DEPICTRA (BLOCK)	Sweden	2005/07290	4-Oct-05	378118	13-Jan-06	Registered
DEPICTRA (BLOCK)	Singapore	T05/19226C	4-Oct-05	T05/19226C	6-Jun-06	Registered
DEPICTRA (BLOCK)	Slovenia	Z-200571368	3-Oct-05	200571368	24-Apr-06	Registered
DEPICTRA (BLOCK)	Slovakia	1820-2005	3-Oct-05	215214	11-Sep-06	Registered
FORELUME (BLOCK)	Switzerland	53870/2005	10-May-05	534935	23-Jun-05	Registered
FORELUME (BLOCK)	European Community	4430146	10-May-05	4430146	31-Mar-06	Registered
FORELUME (BLOCK)	Iceland	1226/2005	9-May-05	546/2005	6-Jun-05	Registered
FORELUME (BLOCK)	Norway	200504378	11-May-05	231314	9-Mar-06	Registered
GLUDEF (BLOCK)	Canada	1466957	25-Jan-10			Pending
GLUDEF (BLOCK)	United States of America	77/917593	22-Jan-10			Pending
ILLUSTREL (BLOCK)	Switzerland	53871/2005	10-May-05	534936	23-Jun-05	Registered
ILLUSTREL (BLOCK)	European Community	4429742	10-May-05	4429742	21-Mar-06	Registered
ILLUSTREL (BLOCK)	Iceland	1227/2005	9-May-05	547/2005	6-Jun-05	Registered
ILLUSTREL (BLOCK)	Norway	200504406	11-May-05	231201	6-Mar-06	Registered
INNOVATORS AT HEART (BLOCK)	Argentina	2426151	24-Apr-03	1988805	24-Aug-04	Registered
INNOVATORS AT HEART (BLOCK)	Australia	947429	18-Mar-03	947429	9-Oct-03	Registered
INNOVATORS AT HEART (BLOCK)	Bahrain	33216	11-May-03	33216	26-Dec-05	Registered
INNOVATORS AT HEART (BLOCK)	Brazil	825542944	27-May-03			Published
INNOVATORS AT HEART (BLOCK)	Canada	1171363	17-Mar-03	TMA669731	14-Aug-06	Registered
INNOVATORS AT HEART (BLOCK)	Chile	604884	17-Apr-03	675787	15-Oct-03	Registered
INNOVATORS AT HEART (BLOCK)	China (People's Republic)	3550190	8-May-03	3550190	28-Jan-09	Registered
INNOVATORS AT HEART (BLOCK)	Colombia	T2003/032097	15-Apr-03	284624	30-Apr-04	Registered

INNOVATORS AT HEART (BLOCK)	Costa Rica	2003-0002801	13-May-03	145862	17-Mar-04	Registered
INNOVATORS AT HEART (BLOCK)	Egypt	159020	29-Apr-03	159020	25-Jul-06	Registered
INNOVATORS AT HEART (BLOCK)	European Community	003168176	6-May-03	003168176	15-Dec-04	Registered
INNOVATORS AT HEART (BLOCK)	United Kingdom	2327461	25-Mar-03	2327461	26-Sep-03	Registered
INNOVATORS AT HEART (BLOCK)	Ireland	2003/00533	25-Mar-03	227896	25-Mar-03	Registered
INNOVATORS AT HEART (BLOCK)	Israel	163951	24-Apr-03	163951	4-Jan-05	Registered
INNOVATORS AT HEART (BLOCK)	Jordan	71333	4-Aug-03	71333	26-Feb-04	Registered
INNOVATORS AT HEART (BLOCK)	Japan	2003-29892	14-Apr-03	4714745	3-Oct-03	Registered
INNOVATORS AT HEART (BLOCK)	Korea, Republic of	40-2003-20578	7-May-03	40-586813	6-Jul-04	Registered
INNOVATORS AT HEART (BLOCK)	Kuwait	59150	23-Apr-03			Pending
INNOVATORS AT HEART (BLOCK)	Mexico	597827	22-Apr-03	798463	30-Jun-03	Registered
INNOVATORS AT HEART						

(BLOCK)	Malaysia	2003/05663	19-May-03	2003/05663	3-Feb-03	Registered
INNOVATORS AT HEART (BLOCK)	Oman	30510	6-May-03	30510	2-Jul-05	Registered
INNOVATORS AT HEART (BLOCK)	Panama	127224	20-May-03	127224	20-May-03	Registered
INNOVATORS AT HEART (BLOCK)	Philippines	42003002819	26-Mar-03	42003002819	14-Apr-08	Registered
INNOVATORS AT HEART (BLOCK)	Saudi Arabia	82529	23-Apr-03	735/13		Published
INNOVATORS AT HEART (BLOCK)	Singapore	T03/06048C	25-Apr-03	T03/06048C	25-Apr-03	Registered
INNOVATORS AT HEART (BLOCK)	Taiwan	092018264	16-Apr-03	1089258	16-Mar-04	Registered
INNOVATORS AT HEART (BLOCK)	United States of America	78/210142	3-Feb-03	3276023	7-Aug-07	Registered
INNOVATORS AT HEART (BLOCK)	Venezuela	04611/2003	22-Apr-03	P254452	14-Sep-04	Registered
INNOVATORS AT HEART (BLOCK)	South Africa	2003/04645	19-Mar-03	2003/04645	20-Feb-08	Registered
INTELLIPIN (BLOCK)	Australia	1046747	17-Mar-05	1046747	24-Oct-05	Registered
INTELLIPIN (BLOCK)	Brazil	827273975	18-Mar-05			Published
INTELLIPIN (BLOCK)	Canada	1250924	16-Mar-05			Published
INTELLIPIN (BLOCK)	Switzerland	58050/2005	3-Oct-05	540105	6-Dec-05	Registered
INTELLIPIN (BLOCK)	European Community	4346102	18-Mar-05	4346102	8-Mar-06	Registered
INTELLIPIN (BLOCK)	Iceland	2774/2005	3-Oct-05	980/2005	3-Nov-05	Registered
INTELLIPIN (BLOCK)	Japan	2005-024285	18-Mar-05	4959316	9-Jun-06	Registered
INTELLIPIN (BLOCK)	Mexico	711147	8-Apr-05	891151	25-Jul-05	Registered
INTELLIPIN (BLOCK)	Norway	200510192	4-Oct-05	232962	31-May-06	Registered
INTELLIPIN (BLOCK)	United States of America	78/436013	16-Jun-04	3127726	8-Aug-06	Registered
LANTHEUS MEDICAL IMAGING	Brazil	829916156	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING	Peru	362643	7-Aug-08	150330	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	United Arab Emirates	117813	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	United Arab Emirates	117812	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846697	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846698	11-Aug-08			Published

LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846696	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Australia	1254050	25-Jul-08	1254050	9-Dec-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Bahrain	71833	19-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Bahrain	71834	19-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Bolivia	3745-2008	8-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Bolivia	3744-2008	8-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Brazil	829916172	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Brazil	829916199	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Canada	1404829	25-Jul-08			Allowed
LANTHEUS MEDICAL IMAGING (BLOCK)	Switzerland	59431/2008	29-Jul-08	582123	27-Jan-09	Registered
LANTHEUS MEDICAL						

IMAGING (BLOCK)	Chile	831148	30-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Chile	831147	30-Jul-08	845.152	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891457	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891456	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891458	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Colombia	08083009	11-Aug-08	385894	31-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Colombia	08083012	11-Aug-08	385895	31-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Costa Rica	2008-9852	3-Oct-08	187183	27-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Costa Rica	2008-0009851	3-Oct-08	190722	29-May-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Ecuador	202742	30-Jul-08	1529-09	21-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Ecuador	202741	30-Jul-08	1528-09	21-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Egypt	219988	27-Jul-08	219988	17-Jan-10	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Egypt	219989	27-Jul-08	219989	17-Jan-10	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	European Community	7119712	1-Aug-08	7119712	11-May-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Hong Kong	301168975	25-Jul-08	301168975	5-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Croatia	Z20081644	25-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Indonesia	D002008029143	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Indonesia	D002008029141	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214010	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214011	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214009	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	India	1719854	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Iceland	2532/2008	25-Jul-08	945/2008	1-Sep-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Japan	2008-065825	8-Aug-08	5266851	18-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Korea, Republic of	45-2008-3435	8-Aug-08	45-29150	1-Oct-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Kuwait	99301	16-Nov-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Kuwait	99302	16-Nov-08			Published

LANTHEUS MEDICAL IMAGING (BLOCK)	Liechtenstein	15053	6-Aug-08	15053	6-Aug-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Mexico	953911	11-Aug-08	1085795	19-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Mexico	953912	11-Aug-08	1078471	13-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Malaysia	08015849	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Malaysia	08015848	11-Aug-08			Pending

LANTHEUS MEDICAL IMAGING (BLOCK)	Norway	200810102	19-Aug-08	248235	21-Oct-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	New Zealand	793323	25-Jul-08	793323	29-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Peru	362644	7-Aug-08	150331	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Philippines	4-2008-009677	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Pakistan	253882	31-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Pakistan	253883	31-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Russian Federation	2008725562	8-Aug-08	390038	28-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Saudi Arabia	135890	11-Oct-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Saudi Arabia	135891	11-Oct-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Singapore	T08/10387C	5-Aug-08	T0810387C	11-Jun-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Thailand	703875	1-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Thailand	703874	1-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Turkey	2008/44719	30-Jul-08	2008 44719	7-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Taiwan	097037777	11-Aug-08	1369375	1-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	United States of America	77/394021	11-Feb-08	3699730	20-Oct-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Venezuela	14944-2008	31-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Venezuela	14945-2008	31-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17501	29-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17502	29-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17503	29-Jul-08			Pending
LUMIFY (BLOCK)	Switzerland	53831/2005	9-May-05	535029	27-Jun-05	Registered
LUMIFY (BLOCK)	European Community	4421558	4-May-05	4421558	25-Apr-06	Registered
LUMIFY (BLOCK)	Iceland	1233/2005	9-May-05	553/2005	6-Jun-05	Registered
LUMIFY (BLOCK)	Norway	200504371	11-May-05	231170	6-Mar-06	Registered
LUMINITY (BLOCK)	Austria	AM 6795/2005	11-Oct-05	229 301	10-Jan-06	Registered
LUMINITY (BLOCK)	Australia	1079052	4-Oct-05	1079052	22-May-06	Registered
LUMINITY (BLOCK)	Benelux	1086686	3-Oct-05	784452	7-Mar-06	Registered
LUMINITY (BLOCK)	Switzerland	53872/2005	10-May-05	534937	23-Jun-05	Registered
LUMINITY (BLOCK)	China (People's Republic)	4932558	28-Dec-05	4932558	21-Feb-09	Registered
LUMINITY (BLOCK)	Czech Republic	O-430237	3-Oct-05	280405	19-Apr-06	Registered
LUMINITY (BLOCK)	Germany	305587218/05	4-Oct-05	30558721	12-Dec-05	Registered
LUMINITY (BLOCK)	Denmark	V A 2005 04169	3-Oct-05	VR 2005 03906	11-Oct-05	Registered

LUMINITY (BLOCK)	Estonia	M200501254	3-Oct-05	43139	22-Sep-06	Registered
LUMINITY (BLOCK)	European Community	4429676	10-May-05	4429676	25-Apr-06	Registered
LUMINITY (BLOCK)	Spain	2672701(3)	4-Oct-05	2672701	30-May-06	Registered
LUMINITY (BLOCK)	Finland	T200502572	3-Oct-05	236050	31-May-06	Registered
LUMINITY (BLOCK)	France	053383470	3-Oct-05	053383470	3-Oct-05	Registered
LUMINITY (BLOCK)	United Kingdom	2402990	3-Oct-05	2402990	24-Mar-06	Registered
LUMINITY (BLOCK)	Greece	150991	10-Oct-05	150991	19-Mar-07	Registered
LUMINITY (BLOCK)	Hungary	M0503230	6-Oct-05	188266	11-Jan-07	Registered
LUMINITY (BLOCK)	Ireland	2005/02035	3-Oct-05	232691	10-Apr-06	Registered

LUMINITY (BLOCK)	Iceland	1229/2005	9-May-05	549/2005	6-Jun-05	Registered
LUMINITY (BLOCK)	Italy	TO2005C002841	5-Oct-05	1175187	6-Mar-09	Registered
LUMINITY (BLOCK)	Japan	2005-92513	4-Oct-05	4959291	9-Jun-06	Registered
LUMINITY (BLOCK)	Lithuania	20051729	3-Oct-05	53448	15-Dec-06	Registered
LUMINITY (BLOCK)	Latvia	M-05-1423	30-Nov-05	M57207	20-Jan-07	Registered
LUMINITY (BLOCK)	Malta	44350	5-Oct-05	44350	1-Feb-06	Registered
LUMINITY (BLOCK)	Norway	200504389	11-May-05	231348	13-Mar-06	Registered
LUMINITY (BLOCK)	Poland	Z-300788	4-Oct-05	191180	5-Dec-07	Registered
LUMINITY (BLOCK)	Portugal	394592	14-Oct-05	394592	11-Aug-06	Registered
LUMINITY (BLOCK)	Sweden	2005/073333	5-Oct-05	378428	3-Feb-06	Registered
LUMINITY (BLOCK)	Singapore	T05/19224G	4-Oct-05	T05/19924G	4-Oct-05	Registered
LUMINITY (BLOCK)	Slovenia	Z-200571369	3-Oct-05	200571369	24-Apr-06	Registered
LUMINITY (BLOCK)	Slovakia	POZ-1822-2005	3-Oct-05	215216	11-Sep-06	Registered
MIBI (BLOCK)	Finland	T200000804	9-Mar-00	219718	15-Dec-00	Registered
MIBI (BLOCK)	Norway	200002833	9-Mar-00	204759	14-Sep-00	Registered
MIBI (BLOCK)	Sweden	00-01987	10-Mar-00	346010	4-May-01	Registered
MIRALUMA	Switzerland	5243/1997	1-Jul-97	P447024	24-Nov-97	Registered
MIRALUMA (BLOCK)	Austria	AM 3516/97	30-Jun-97	171 776	30-Sep-97	Registered
MIRALUMA (BLOCK)	Benelux	896692	1-Jul-97	616726	5-Jun-98	Registered
MIRALUMA (BLOCK)	Canada	850538	11-Jul-97	TMA497274	16-Jul-98	Registered
MIRALUMA (BLOCK)	Colombia	97036448	2-Jul-97	205111	28-Jan-98	Registered
MIRALUMA (BLOCK)	Germany	397 30 205.3	30-Jun-97	397 30 205	5-Sep-97	Registered
MIRALUMA (BLOCK)	Denmark	VA 1997/03341	2-Jul-97	VA 1998 01749	10-Apr-98	Registered
MIRALUMA (BLOCK)	Ecuador	79521	30-Jun-97	5711-98	6-Oct-98	Registered
MIRALUMA (BLOCK)	European Community	006800461	2-Apr-08	006800461	9-Jun-09	Registered
MIRALUMA (BLOCK)	Spain	2102469	3-Jul-97	2102469	5-Jan-98	Registered
MIRALUMA (BLOCK)	Finland	T199702696	8-Jul-97	210212	15-Jun-98	Registered
MIRALUMA (BLOCK)	France	97/685106	1-Jul-97	97685106	1-Jul-97	Registered

MIRALUMA (BLOCK)	United Kingdom	2137649	2-Jul-97	2137649	26-Dec-97	Registered
MIRALUMA (BLOCK)	Greece	133802	10-Jul-97	133802	17-Mar-99	Registered
MIRALUMA (BLOCK)	Ireland	97/2447	1-Jul-97	205192	1-Jul-97	Registered
MIRALUMA (BLOCK)	Iceland	875/1997	4-Jul-97	1162/1997	29-Aug-97	Registered
MIRALUMA (BLOCK)	Italy	M197C007563	7-Aug-97	810717	13-Apr-00	Registered
MIRALUMA (BLOCK)	Nicaragua	97-02359	17-Jul-97	38314	14-Aug-98	Registered
MIRALUMA (BLOCK)	Norway	975329	2-Jul-97	190858	18-Jun-98	Registered
MIRALUMA (BLOCK)	Panama	089875	12-Sep-97	089875	28-Aug-99	Registered
MIRALUMA (BLOCK)	Peru	056152	30-Jan-98	045442	30-Apr-98	Registered
MIRALUMA (BLOCK)	Portugal	324794	3-Jul-97	324794	2-Feb-98	Registered
MIRALUMA (BLOCK)	Turkey	11991	15-Aug-97	187438	15-Aug-97	Registered
MIRALUMA (BLOCK)	Trinidad and Tobago	27459	9-Sep-97	27459	20-Aug-98	Registered
MIRALUMA (BLOCK)	United States of America	75/237528	6-Feb-97	2276361	7-Sep-99	Registered
MISCELLANEOUS DESIGN (MEDICAL IMAGING LOGO) (Miscellaneous Design)	Argentina	2582023	7-Apr-05	2107504	23-Aug-06	Registered
NEUROLITE (BLOCK)	United Arab Emirates	84456	20-Aug-06	93914	23-Mar-09	Registered
NEUROLITE (BLOCK)	Argentina	2510828		1997972	9-Nov-04	Registered
NEUROLITE (BLOCK)	Austria	AM1415/88	30-Mar-88	121 071	31-Aug-88	Registered
NEUROLITE (BLOCK)	Australia	484320	28-Mar-88	A484320	27-Nov-89	Registered
NEUROLITE (BLOCK)	Bosnia and Herzegovina	BAZ058667A	26-Apr-05	BAZ058667A	4-Nov-09	Registered
NEUROLITE (BLOCK)	Brazil	818278820	29-Dec-94	818278820	12-Feb-97	Registered
NEUROLITE (BLOCK)	Benelux	62760	5-Apr-88	444513	5-Apr-88	Registered
NEUROLITE (BLOCK)	Canada	621320	13-Dec-88	441704	14-Apr-95	Registered
NEUROLITE (BLOCK)	Switzerland	2145	28-Mar-88	362123	10-Aug-88	Registered
NEUROLITE (BLOCK)	Chile	677.858	7-Jan-94	727.741	16-Jun-05	Registered
NEUROLITE (BLOCK)	China (People's Republic)	95009559	24-Jan-95	904635	28-Nov-96	Registered
NEUROLITE (BLOCK)	Colombia	008910	7-Mar-94	165863	30-Jun-94	Registered
NEUROLITE (BLOCK)	Costa Rica	85662	20-Sep-93	85662	21-Jan-94	Registered
NEUROLITE (BLOCK)	Czech Republic	56088	27-Jan-89	167547	26-Jan-90	Registered
NEUROLITE (BLOCK)	Germany	W57127	22-Nov-88	DD646376	1-Feb-89	Registered

NEUROLITE (BLOCK)	Germany	D44039/5WZ	28-Nov-87	1186914	5-Feb-93	Registered
NEUROLITE (BLOCK)	Denmark	VA 1988/02332	30-Mar-88	VR 1990/01372	2-Mar-90	Registered
NEUROLITE (BLOCK)	Spain	1245600	12-Apr-88	1245600	5-Jul-93	Registered
NEUROLITE (BLOCK)	Finland	T198801399	29-Mar-88	107627	21-May-90	Registered
NEUROLITE (BLOCK)	France	918206	5-Apr-88	1604283	5-Apr-88	Registered
NEUROLITE (BLOCK)	United Kingdom	1340170	31-Mar-88	1340170	31-Mar-88	Registered
NEUROLITE (BLOCK)	Greece	88987	5-May-88	88987	19-May-92	Registered
NEUROLITE (BLOCK)	Hong Kong	300683622	19-Jul-06	300683622	6-Feb-07	Registered

NEUROLITE (BLOCK)	Croatia	Z20050482A	19-Apr-05	Z20050482	28-Feb-06	Registered
NEUROLITE (BLOCK)	Hungary	M93 00814	10-Nov-88	128006	22-Jun-89	Registered
NEUROLITE (BLOCK)	Israel	87657	7-Jun-93	87657	6-Apr-95	Registered
NEUROLITE (BLOCK)	India	679529	8-Sep-95	679529	2-Jul-05	Registered
NEUROLITE (BLOCK)	Italy	RM98C002191	9-May-88	521940	6-Feb-90	Registered
NEUROLITE (BLOCK)	Korea, Republic of	40-2006-37106	19-Apr-06	40-0714201	20-Jun-07	Registered
NEUROLITE (BLOCK)	Macedonia	Z-2005/234	15-Apr-05	12757	13-Mar-07	Registered
NEUROLITE (BLOCK)	Norway	88.1416	29-Mar-88	137161	22-Jun-89	Registered
NEUROLITE (BLOCK)	New Zealand	751574	19-Jul-06	751574	25-Jan-07	Registered
NEUROLITE (BLOCK)	Panama	074220	27-Jan-95	074220	16-May-96	Registered
NEUROLITE (BLOCK)	Poland	Z-86738	10-Nov-88	64438	29-Jun-90	Registered
NEUROLITE (BLOCK)	Portugal	354443	19-Mar-01	354443	28-May-03	Registered
NEUROLITE (BLOCK)	Russian Federation	110459	11-Nov-88	87404	25-Dec-89	Registered
NEUROLITE (BLOCK)	Sweden	88-2869	30-Mar-88	242651	27-Nov-92	Registered
NEUROLITE (BLOCK)	Singapore	T06/14391F	20-Jul-06	T06/14391F	20-Jul-06	Registered
NEUROLITE (BLOCK)	Slovenia	Z-200570517	15-Apr-05	Z-200570517	6-Feb-06	Registered
NEUROLITE (BLOCK)	Slovakia	56088-89	27-Jan-89	167547	26-Jan-90	Registered
NEUROLITE (BLOCK)	Thailand	259750	3-Feb-94	TM22866	30-Dec-94	Registered
NEUROLITE (BLOCK)	Turkey	5115	25-Jan-89	109937	25-Jan-89	Registered
NEUROLITE (BLOCK)	United States of America	73/700614	14-Dec-87	1496535	19-Jul-88	Registered
NEUROLITE (BLOCK)	South Africa	88/9680	1-Nov-88	88/9680	3-Jul-91	Registered
NEUROLITE IN KATAKANA (BLOCK)	Japan	36541/88	1-Apr-88	2286501	30-Nov-90	Registered
ONSISTA (BLOCK)	Switzerland	53867/2005	10-May-05	534932	23-Jun-05	Registered
ONSISTA (BLOCK)	European Community	004430377	10-May-05	004430377	21-Mar-06	Registered
ONSISTA (BLOCK)	Iceland	1223/2005	9-May-05	543/2005	6-Jun-05	Registered
ONSISTA (BLOCK)	Norway	200504404	11-May-05	231177	6-Mar-06	Registered
OSPECTIV (BLOCK)	Switzerland	53930/2005	11-May-05	535351	5-Jul-05	Registered
OSPECTIV (BLOCK)	European Community	004390225	15-Apr-05	004390225	22-Feb-06	Registered
OSPECTIV (BLOCK)	Iceland	1215/2005	9-May-05	535/2005	6-Jun-05	Registered
OSPECTIV (BLOCK)	Norway	200504398	11-May-05	231162	3-Mar-06	Registered
PRODICTRA (BLOCK)	European Community	003736824	30-Mar-04	003736824	16-Jun-05	Registered
RECON-O-STAT (BLOCK)	Austria	AM 5796/93	7-Dec-93	151676	17-Mar-94	Registered
RECON-O-STAT (BLOCK)	Australia	617745	6-Dec-93	A617745	1-May-95	Registered
RECON-O-STAT (BLOCK)	Brazil	817795405	2-May-94	817795405	2-Jan-96	Registered
RECON-O-STAT (BLOCK)	Benelux	76438	10-Dec-93	546472	3-Nov-94	Registered
RECON-O-STAT (BLOCK)	Switzerland	12392/1993	6-Dec-93	417515	3-Jul-95	Registered
RECON-O-STAT (BLOCK)	Chile	261269	10-Dec-93	709206	26-Oct-94	Registered

RECON-O-STAT (BLOCK)	China (People's Republic)	94012786	16-Feb-94	812541	7-Feb-96	Registered
RECON-O-STAT (BLOCK)	Colombia	421571	7-Dec-93	159022	17-May-94	Registered
RECON-O-STAT (BLOCK)	Costa Rica		7-Jun-95	94673	8-Feb-96	Registered
RECON-O-STAT (BLOCK)	Czech Republic	85838-94	14-Jan-94	194151	23-Oct-96	Registered
RECON-O-STAT (BLOCK)	Germany	D53859/10Wz	7-Dec-93	2087751	19-Dec-94	Registered
RECON-O-STAT (BLOCK)	Denmark	VA199307913	8-Dec-93	VR199407061	21-Oct-94	Registered
RECON-O-STAT (BLOCK)	Egypt	89236	6-Dec-93	89236	1-Jun-98	Registered
RECON-O-STAT (BLOCK)	Spain	1795669	22-Dec-93	1795669	3-May-96	Registered
RECON-O-STAT (BLOCK)	Finland	5578/93	9-Dec-93	140423	20-Oct-95	Registered

RECON-O-STAT (BLOCK)	France	94/501595	14-Jan-94	94/501595	14-Jan-94	Registered
RECON-O-STAT (BLOCK)	United Kingdom	1558518	6-Jan-94	1558518	9-Apr-96	Registered
RECON-O-STAT (BLOCK)	Greece	117051	9-Dec-93	117051	19-Feb-96	Registered
RECON-O-STAT (BLOCK)	Hong Kong	9400158	5-Jan-94	199507472	5-Sep-95	Registered
RECON-O-STAT (BLOCK)	Croatia	Z940368A	15-Feb-94	Z940368	30-Jun-97	Registered
RECON-O-STAT (BLOCK)	Hungary	M9306231	22-Dec-93	141414	4-Dec-96	Registered
RECON-O-STAT (BLOCK)	Ireland	158517	6-Dec-93	158517	17-Jul-95	Registered
RECON-O-STAT (BLOCK)	Israel	90194	6-Dec-93	90194	1-Apr-96	Registered
RECON-O-STAT (BLOCK)	India	613708	10-Dec-93	613708	20-Dec-03	Registered
RECON-O-STAT (BLOCK)	Italy	31012003TO	20-Nov-03	1058013	27-Aug-07	Registered
RECON-O-STAT (BLOCK)	Japan	123226	8-Dec-93	3270506	12-Mar-97	Registered
RECON-O-STAT (BLOCK)	Korea, Republic of	93-44079	8-Dec-93	40-311673	17-Apr-95	Registered
RECON-O-STAT (BLOCK)	Mexico	186323	15-Dec-93	462289	1-Jun-94	Registered
RECON-O-STAT (BLOCK)	Malaysia	94/01373	22-Feb-94	94001373	22-Feb-94	Registered
RECON-O-STAT (BLOCK)	Norway	936041	8-Dec-93	170445	21-Dec-95	Registered
RECON-O-STAT (BLOCK)	New Zealand	232626	6-Dec-93	232626	10-Jun-96	Registered
RECON-O-STAT (BLOCK)	Portugal	297942	7-Feb-94	297942	15-May-95	Registered
RECON-O-STAT (BLOCK)	Russian Federation	93054300	9-Dec-93	131021	28-Aug-95	Registered
RECON-O-STAT (BLOCK)	Saudi Arabia	23232	8-Dec-93	325/19	12-Nov-94	Registered
RECON-O-STAT (BLOCK)	Sweden	93-11699	10-Dec-93	260110	5-Aug-94	Registered
RECON-O-STAT (BLOCK)	Singapore	S/100/94	5-Jan-94	T94/00100J	5-Jan-94	Registered
RECON-O-STAT (BLOCK)	Slovakia	93-1994	19-Jan-94	178156	21-Oct-97	Registered
RECON-O-STAT (BLOCK)	Thailand	257945	27-Dec-93	TM26034	27-Dec-93	Registered
RECON-O-STAT (BLOCK)	Turkey	959023	23-Aug-95	164624	23-Aug-95	Registered
RECON-O-STAT (BLOCK)	Uruguay	267760	19-Jan-94	367182	14-Feb-96	Registered
RECON-O-STAT (BLOCK)	Viet Nam	N0064/94	8-Jan-94	14178	11-Nov-94	Registered
RECON-O-STAT (BLOCK)	South Africa	93/11537	6-Dec-93	93/11537	8-Mar-96	Registered
REFINIAN (BLOCK)	Australia	1058266	1-Jun-05	1058266	5-Dec-05	Registered

REFINIAN (BLOCK)	Puerto Rico	65597	29-Jun-05	65597	30-Mar-06	Registered
RELIALITE (BLOCK)	Switzerland	53873/2005	10-May-05	534938	23-Jun-05	Registered
RELIALITE (BLOCK)	European Community	4430161	10-May-05	4430161	21-Mar-06	Registered
RELIALITE (BLOCK)	Iceland	1228/2005	9-May-05	548/2005	6-Jun-05	Registered
RELIALITE (BLOCK)	Norway	200504407	11-May-05	231202	6-Mar-06	Registered
REVALUME (BLOCK)	Switzerland	53875/2005	10-May-05	534940	23-Jun-05	Registered
REVALUME (BLOCK)	European Community	4429701	10-May-05	4429701	21-Mar-06	Registered
REVALUME (BLOCK)	Iceland	1231/2005	9-May-05	551/2005	6-Jun-05	Registered
REVALUME (BLOCK)	Norway	200504388	11-May-05	234138	8-Aug-06	Registered
REVELUME (BLOCK)	Switzerland	53874/2005	10-May-05	534939	23-Jun-05	Registered
REVELUME (BLOCK)	European Community	4430088	10-May-05	4430088	25-Apr-06	Registered
REVELUME (BLOCK)	Iceland	1230/2005	9-May-05	550/2005	6-Jun-05	Registered
REVELUME (BLOCK)	Norway	200504379	11-May-05	234137	8-Aug-06	Registered
SIGNALITE (BLOCK)	Switzerland	53931/2005	11-May-05	535316	4-Jul-05	Registered
SIGNALITE (BLOCK)	European Community	4388708	15-Apr-05	4388708	31-Mar-06	Registered
SIGNALITE (BLOCK)	Iceland	1216/2005	9-May-05	536/2005	6-Jun-05	Registered
SIGNALITE (BLOCK)	Norway	200504399	11-May-05	231163	3-Mar-06	Registered
SIGNILITE (BLOCK)	Switzerland	53932/2005	11-May-05	535352	5-Jul-05	Registered
SIGNILITE (BLOCK)	European Community	4388691	15-Apr-05	4388691	22-Feb-06	Registered
SIGNILITE (BLOCK)	Iceland	1217/2005		537/2005	6-Jun-05	Registered
SIGNILITE (BLOCK)	Norway	200504400	11-May-05	231164	3-Mar-06	Registered
SIGNYLITE (BLOCK)	Switzerland	53933/2005	11-May-05	535353	5-Jul-05	Registered
SIGNYLITE (BLOCK)	European Community	4388658	15-Apr-05	4388658	22-Feb-06	Registered
SIGNYLITE (BLOCK)	Iceland	1218/2005	9-May-05	538/2005	6-Jun-05	Registered
SIGNYLITE (BLOCK)	Norway	200504370	11-May-05	231168	6-Mar-06	Registered
SPANSIFY (BLOCK)	Switzerland	53934/2005	11-May-05	535308	4-Jul-05	Registered
SPANSIFY (BLOCK)	European Community	4390531	15-Apr-05	4390531	22-Feb-06	Registered
SPANSIFY (BLOCK)	Iceland	1219/2005	9-May-05	539/2005	6-Jun-05	Registered
SPANSIFY (BLOCK)	Norway	200504401	11-May-05	231171	6-Mar-06	Registered
SPANTRIA (BLOCK)	Australia	1054234	6-May-05	1054234	19-Dec-05	Registered
SPANTRIA (BLOCK)	Canada	1256779	6-May-05			Allowed
SPANTRIA (BLOCK)	Germany	30526985.2/05	9-May-05	30526985	4-Nov-05	Registered
SPANTRIA (BLOCK)	European Community	004390399	15-Apr-05	4390399	22-May-06	Registered
SPANTRIA (BLOCK)	Spain	2650582	9-May-05	2650582	27-Mar-06	Registered
SPANTRIA (BLOCK)	France	053357816	9-May-05	053357816	9-May-05	Registered

SPANTRIA (BLOCK)	United Kingdom	2391179	6-May-05	2391179	21-Oct-05	Registered
SPANTRIA (BLOCK)	Italy	TO2005C001417	9-May-05	1174403	5-Mar-09	Registered

SPANTRIA (BLOCK)	Japan	2005-40340	9-May-05	4955745	26-May-06	Registered
SPANTRIA (BLOCK)	United States of America	77/519175	10-Jul-08			Allowed
SPOTLIGHT ON CONTRAST (BLOCK)	United States of America	78/698194	23-Aug-05	3129463	15-Aug-06	Registered
TECHNELITE (BLOCK)	Argentina	1900473	24-Nov-93	1528255	4-Feb-05	Registered
TECHNELITE (BLOCK)	Australia	587230	28-Sep-92	587230	14-Mar-94	Registered
TECHNELITE (BLOCK)	Brazil	817795391	2-May-94	817795391	17-Sep-96	Registered
TECHNELITE (BLOCK)	Benelux	74332	25-Sep-92	523256	1-Jun-93	Registered
TECHNELITE (BLOCK)	Canada	714072	2-Oct-92	TMA424737	4-Mar-94	Registered
TECHNELITE (BLOCK)	Switzerland	6945	24-Sep-92	400733	2-Jun-93	Registered
TECHNELITE (BLOCK)	Chile	259642	23-Nov-93	777320	13-Dec-96	Registered
TECHNELITE (BLOCK)	China (People's Republic)	95009562	4-Feb-95	902256	21-Nov-96	Registered
TECHNELITE (BLOCK)	Colombia	361660	10-Jun-92	153287	23-Feb-94	Registered
TECHNELITE (BLOCK)	Colombia	T2009/003630				Published
TECHNELITE (BLOCK)	Costa Rica	81821	4-Aug-92	81821	7-Jan-93	Registered
TECHNELITE (BLOCK)	Germany	D 51 613/1OWz	24-Sep-92	2045158	17-Sep-93	Registered
TECHNELITE (BLOCK)	European Community	6800353	2-Apr-08			Published
TECHNELITE (BLOCK)	Spain	1722388	29-Sep-92	1722388	5-Jun-95	Registered
TECHNELITE (BLOCK)	France	92/438877	26-Oct-92	92438877	26-Oct-92	Registered
TECHNELITE (BLOCK)	United Kingdom	1514608	6-Oct-92	1514608	10-Jun-94	Registered
TECHNELITE (BLOCK)	United Kingdom	1562156	11-Feb-94	1562156	29-Sep-95	Registered
TECHNELITE (BLOCK)	Hong Kong	9312365	19-Nov-93	199510394	12-Dec-95	Registered
TECHNELITE (BLOCK)	Italy	MI92C006662	29-Sep-92	997788	7-Jun-95	Registered
TECHNELITE (BLOCK)	Korea, Republic of	92-18467	6-Jul-92	40-271979	18-Aug-93	Registered
TECHNELITE (BLOCK)	Mexico	144915	15-Jul-92	467513	25-Jul-94	Registered
TECHNELITE (BLOCK)	New Zealand	235960	14-Apr-94	235690	17-Jul-97	Registered
TECHNELITE (BLOCK)	Panama	68625	24-Nov-93	68625	12-Apr-96	Registered
TECHNELITE (BLOCK)	Peru	240816	22-Apr-94	008856	2-Aug-94	Registered
TECHNELITE (BLOCK)	Philippines	4-2003-003319	10-Apr-03	4-2003-003319	12-Mar-07	Registered
TECHNELITE (BLOCK)	Puerto Rico	31489	13-Jul-92	31489	13-Jul-92	Registered
TECHNELITE (BLOCK)	Paraguay	6642	18-Apr-94	276090	30-Dec-94	Registered
TECHNELITE (BLOCK)	Saudi Arabia	23047	21-Nov-93	320/25	19-Sep-94	Registered
TECHNELITE (BLOCK)	Sweden	92/08489	25-Sep-92	250937	20-Aug-93	Registered
TECHNELITE (BLOCK)	Taiwan	81-28809	12-Jun-92	592398	1-Apr-93	Registered
TECHNELITE (BLOCK)	United States of America	74/254668	12-Mar-92	1812837	21-Dec-93	Registered
TECHNELITE (BLOCK)	Venezuela	98/15198	14-Aug-98	18128P-213637	6-Aug-99	Registered
TECHNELITE (BLOCK)	South Africa	93/10973	19-Nov-93	93/10973	10-Nov-95	Registered
TECHNELITE (STYLIZED) (BLOCK)	United States of America	74/254537	12-Mar-92	1812836	21-Dec-93	Registered

TRULIGHT	Iceland	1221/2005	9-May-05	541/2005	6-Jun-05	Registered
TRULIGHT (BLOCK)	Switzerland	53865/2005	10-May-05	534930	23-Jun-05	Registered
TRULIGHT (BLOCK)	European Community	4430401	10-May-05	4430401	3-Apr-06	Registered
TRULIGHT (BLOCK)	Norway	200504374	11-May-05	231308	9-Mar-06	Registered
TRULITE (BLOCK)	Austria	6793/2005	11-Oct-05	229299	10-Jan-06	Registered
TRULITE (BLOCK)	Australia	1079050	4-Oct-05	1079050	4-Oct-05	Registered
TRULITE (BLOCK)	Benelux	1086687	3-Oct-05	784454	3-Oct-05	Registered
TRULITE (BLOCK)	Switzerland	53866/2005	10-May-05	534931	23-Jun-05	Registered
TRULITE (BLOCK)	China (People's Republic)	4932559	8-Oct-05	4932559	21-Feb-09	Registered
TRULITE (BLOCK)	Cyprus, Republic of	71785	5-Oct-05			Pending
TRULITE (BLOCK)	Czech Republic	430239	3-Oct-05			Published
TRULITE (BLOCK)	Germany	305587234	4-Oct-05	30558723	12-Dec-05	Registered

TRULITE (BLOCK)	Denmark	VA0041682005	3-Oct-05	VR0048892005	5-Dec-05	Registered
TRULITE (BLOCK)	Estonia	M200501256	3-Oct-05	43141	22-Sep-06	Registered
TRULITE (BLOCK)	European Community	4430435	10-May-05	4430435	12-Apr-06	Registered
TRULITE (BLOCK)	Spain	2672705M6	4-Oct-05	2672705M6	30-May-06	Registered
TRULITE (BLOCK)	Finland	200502574	3-Oct-05	236052	31-May-06	Registered
TRULITE (BLOCK)	France	053383472	3-Oct-05	053383472	10-Mar-06	Registered
TRULITE (BLOCK)	United Kingdom	2402992	3-Oct-05	2402992	13-Oct-06	Registered
TRULITE (BLOCK)	Greece	150993	10-Oct-05	150993	19-Mar-07	Registered
TRULITE (BLOCK)	Hungary	M0503232	6-Oct-05	187776	11-Dec-06	Registered
TRULITE (BLOCK)	Ireland	232688	3-Oct-05	232688	3-May-06	Registered
TRULITE (BLOCK)	Iceland	1222/2005	9-May-05	542/2005	6-Jun-05	Registered
TRULITE (BLOCK)	Italy	TO/2005/2839	5-Oct-05	1175185	6-Mar-09	Registered
TRULITE (BLOCK)	Lithuania	20051731	3-Oct-05	53450	15-Dec-06	Registered
TRULITE (BLOCK)	Latvia	M-05-1425	30-Nov-05	M57209	20-Jan-07	Registered
TRULITE (BLOCK)	Malta	44353	5-Oct-05	44353	1-Feb-06	Registered
TRULITE (BLOCK)	Norway	200504375	11-May-05	231310	9-Mar-06	Registered
TRULITE (BLOCK)	Poland	Z-300786	4-Oct-05	191178	25-Jun-07	Registered
TRULITE (BLOCK)	Portugal	394583	14-Oct-05	394583	11-Aug-06	Registered
TRULITE (BLOCK)	Sweden	2005/07334	5-Oct-05	378429	3-Feb-06	Registered
TRULITE (BLOCK)	Singapore	T05/19227A	4-Oct-05	T05/19227A	5-Oct-06	Registered
TRULITE (BLOCK)	Slovenia	Z-200571367	3-Oct-05	200571367	24-Apr-06	Registered
TRULITE (BLOCK)	Slovakia	POZ-1821-2005	3-Oct-05	215215	11-Sep-06	Registered
UDS RADIOPHARMACY (Design plus character (s))	Australia	1171037	10-Apr-07	1171037	19-Nov-07	Registered

VERILUME (BLOCK)	Switzerland	53923/2005	11-May-05	535346	5-Jul-05	Registered
VERILUME (BLOCK)	European Community	4429643	10-May-05	4429643	21-Mar-06	Registered
VERILUME (BLOCK)	Iceland	1232/2005	9-May-05	552/2005	6-Jun-05	Registered
VERILUME (BLOCK)	Norway	200504380	11-May-05	231319	9-Mar-06	Registered
VERLUMIFY (BLOCK)	Switzerland	53832/2005	9-May-05	535030	27-Jun-05	Registered
VERLUMIFY (BLOCK)	European Community	4421566	4-May-05	4421566	25-Apr-06	Registered
VERLUMIFY (BLOCK)	Iceland	1234/2005	9-May-05	554/2005	6-Jun-05	Registered
VERLUMIFY (BLOCK)	Norway	200504402	11-May-05	231174	6-Mar-06	Registered
VIALMIX (BLOCK)	United Arab Emirates	58057	30-Dec-03	49157	31-Oct-04	Registered
VIALMIX (BLOCK)	Argentina	2593926	31-May-05	2115120	20-Sep-06	Registered
VIALMIX (BLOCK)	Bahrain	40542	19-Jan-04	40542	3-Aug-06	Registered
VIALMIX (BLOCK)	Brazil	826255191	13-Feb-04	826255191	24-Jul-07	Registered
VIALMIX (BLOCK)	Canada	1020047	22-Jun-99	TMA564418	8-Jul-02	Registered
VIALMIX (BLOCK)	Switzerland	5519/1999	23-Jun-99	467778	16-Dec-99	Registered
VIALMIX (BLOCK)	Chile	625992	28-Oct-03	694542	3-Jun-04	Registered
VIALMIX (BLOCK)	China (People's Republic)	3785698	5-Nov-03	3785698	21-Mar-05	Registered
VIALMIX (BLOCK)	Colombia	T2003/095329	27-Oct-03	287837	9-Sep-04	Registered
VIALMIX (BLOCK)	Denmark	VA199902669	24-Jun-99	VR200005203	13-Nov-00	Registered
VIALMIX (BLOCK)	Egypt	163012	5-Nov-03	163012	16-Mar-06	Registered
VIALMIX (BLOCK)	European Community	001219989	25-Jun-99	001219989	6-Nov-00	Registered
VIALMIX (BLOCK)	Hong Kong	300101087	27-Oct-03	300101087	24-Mar-04	Registered
VIALMIX (BLOCK)	Israel	167545	24-Oct-03	167545	4-Jan-05	Registered
VIALMIX (BLOCK)	India	1252700	2-Dec-03	1252700	3-Jan-06	Registered
VIALMIX (BLOCK)	Jordan	72918	9-Dec-03	72918	16-Jun-04	Registered
VIALMIX (BLOCK)	Japan	2003-106340	1-Dec-03	4862136	13-May-05	Registered
VIALMIX (BLOCK)	Korea, Republic of	40-2003-47515	29-Oct-03	40-607324	28-Jan-05	Registered
VIALMIX (BLOCK)	Kuwait	61870	30-Nov-03	51228	30-Nov-03	Registered
VIALMIX (BLOCK)	Lebanon	96380	8-Jan-04	96380	8-Jan-04	Registered
VIALMIX (BLOCK)	Mexico	627456	31-Oct-03	833792	28-May-04	Registered
VIALMIX (BLOCK)	Malaysia	2003-16495	5-Dec-03	03016495	12-May-03	Registered
VIALMIX (BLOCK)	Norway	199906219	25-Jun-99	199801	7-Oct-99	Registered
VIALMIX (BLOCK)	Oman	32097	16-Dec-03	32097	10-Oct-05	Registered
VIALMIX (BLOCK)	Philippines	4-2003-010942	28-Nov-03	4-2003-010942	18-Sep-06	Registered
VIALMIX (BLOCK)	Pakistan	190236	4-Dec-03			Published
VIALMIX (BLOCK)	Saudi Arabia	86887	27-Dec-03	747/50	20-Sep-04	Registered
VIALMIX (BLOCK)	Sweden	1999/04943	1-Jul-99	348244	31-Aug-01	Registered
VIALMIX (BLOCK)	Singapore	T03/17389Z	29-Oct-03	T03/17389Z	29-Oct-03	Registered

VIALMIX (BLOCK)	Thailand	538010	1-Dec-03	KOR202756	10-Sep-04	Registered
VIALMIX (BLOCK)	Taiwan	092062698	27-Oct-03	1111085	16-Jul-04	Registered
VIALMIX (BLOCK)	United States of America	78/100860	4-Jan-02	2628446	1-Oct-02	Registered
VIALMIX (BLOCK)	Venezuela	15476/2003	27-Oct-03			Published
VIALMIX (BLOCK)	Viet Nam	4-2003-11884	26-Dec-03	62987	24-May-05	Registered

Schedule 6.01(y)(i) Name; Jurisdiction of Organization; Organizational ID Number; Chief Place of Business; Chief Executive Office; Federal Employer Identification Number

Name	Jurisdiction of Organization	Organizational ID Number	Chief Executive Office	FEIN
Lantheus MI Intermediate, Inc.	Delaware	4465403	331 Treble Cove Road North Billerica, MA 01862	32-0225450
Lantheus Medical Imaging, Inc.	Delaware	3098309	331 Treble Cove Road North Billerica, MA 01862	51-0396366
Lantheus MI Real Estate, LLC	Delaware	4469098	331 Treble Cove Road North Billerica, MA 01862	61-1549164

Schedule 7.02(a) Existing Liens

None.

Schedule 7.02(b) Existing Indebtedness

None.

Schedule 7.02(c) – Permitted Dispositions

None.

Schedule 7.02(e) Existing Investments

None.

Schedule 7.02(k) Limitations on Dividends and Other Payment Restrictions

None.

EXHIBIT A

FORM OF GUARANTY

GUARANTY, dated as of (this "Guaranty"), made by , a (the "Guarantor"), in favor of each of the Lenders (as hereinafter defined) and Harris N.A., as collateral agent for the Lenders (in such capacity, together with any successors or assigns in such capacity, if any, the "Collateral Agent") pursuant to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), the Collateral Agent, Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent" and together with the Collateral Agent, each an " Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, dated as of May 10, 2010 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the " Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make revolving loans and other financial accommodations (each a "Revolving Loan" and collectively, the "Revolving Loans") to the Borrower;

WHEREAS, the Borrower directly or indirectly own all of the issued and outstanding shares of Capital Stock or other interests of the Guarantor;

WHEREAS, pursuant to Section 7.01(b) of the Credit Agreement, the Guarantor is required to execute and deliver to the Collateral Agent a guaranty guaranteeing the Revolving Loans and all other Obligations under the Credit Agreement;

WHEREAS, the Borrower, the Guarantor and the other direct and indirect subsidiaries of the Parent are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with the credit needed from time to time by the Guarantor and such other subsidiaries often being provided through financing obtained by the Borrower and the ability of the Borrower to obtain such financing being dependent on the successful operations of the Guarantor and such other subsidiaries; and

WHEREAS, the Guarantor has determined that its execution, delivery and performance of this Guaranty directly benefit, and are within the business purposes and in the best interests of, the Guarantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Agents and the Lenders to enter into the Credit Agreement and to make the Revolving Loans pursuant thereto, the Guarantor hereby agrees with the Lenders and the Agents as follows:

1. Definitions. Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All terms used in this Guaranty which are defined in the Credit Agreement and not otherwise defined herein shall have the same meanings herein as set forth therein.

2. Guaranty. The Guarantor (together with the other Guarantors, if any, jointly and severally) hereby (i) irrevocably, absolutely and unconditionally guarantees the prompt payment by the Borrower, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all Obligations from time to time owing in respect of the Credit Agreement or any other Loan Document, whether for principal, interest (including, without limitation, all interest that accrues after the commencement of any Insolvency Proceeding with respect to the Borrower, whether or not a claim for post-filing interest is allowed in such proceeding), Letter of Credit Obligations, fees, commissions, expense reimbursements, indemnifications or otherwise, and whether accruing before or subsequent to the commencement of any Insolvency Proceeding with respect to the Borrower (notwithstanding the operation of the automatic stay under Section 362(a) of the U.S. Bankruptcy Code), and the due performance and observance by the Borrower of their other obligations now or hereafter existing in respect of the Loan Documents (the " Guaranteed Obligations"), and (ii) agrees to pay any and all expenses (including reasonable fees and expenses of one primary counsel, except if there are conflicts of interest, and if necessary one local counsel per jurisdiction) incurred by the Agents, the Lenders and the L/C Issuer in enforcing any rights under this Guaranty. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by the Borrower to the Agents, the Lenders and the L/C Issuer under any Loan Document but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Loan Party. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, if the obligations of any Guarantor under this Section 2 would, in any action or proceeding involving any state or provincial corporate law, or any state, provincial, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, otherwise be held or determined to be subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of a state, provincial or foreign law on account of the amount of its liability under this Section 2, then the amount of such liability shall, without further action by such Guarantor, or any Loan Party or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding.

3. Guaranty Absolute; Continuing Guaranty; Assignments .

(a) The Guarantor (together with the other Guarantors, if any, jointly and severally) hereby guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Agents, the Lenders and the L/C Issuer with respect thereto. The Guarantor agrees that its guarantee constitutes a guaranty of payment when due and not of collection and waives, to the extent permitted by applicable law, any right to require that any resort be made by the Agents or the Lenders to any Collateral. The obligations of the Guarantor under this Guaranty are independent of the obligations under the Credit Agreement and the other Loan Documents, and a separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guaranty, irrespective of whether any action is brought against any other Loan Party or whether any other Loan Party is joined in any such action or actions. The liability of the Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives, to the extent permitted by applicable law, any defenses it may now or hereafter have in any way relating to, any or all of the following:

(i) any lack of validity or enforceability of any Loan Document or any agreement, instrument or document relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or otherwise;

(iii) any taking, exchange, release or non-perfection of any Collateral, or any taking, release or amendment or waiver of or consent to departure from any other Loan Document or other guaranty, for all or any of the Guaranteed Obligations;

(iv) the existence of any claim, set-off, defense or other right that the Guarantor may have at any time against any Person, including, without limitation, any Agent, any Lender or the L/C Issuer;

(v) any change, restructuring or termination of the corporate, limited liability company or partnership structure or existence of any Loan Party; or

(vi) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Agents, the Lenders and the L/C Issuer that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Agents, the Lenders and the L/C Issuer or any other Person upon the insolvency, bankruptcy or reorganization of any Loan Party or otherwise, all as though such payment had not been made.

(b) This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until the later of (x) the cash payment in full of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this Guaranty, (y) the termination or Cash Collateralization of all Letters of Credit and the termination of all Revolving Credit Commitments, and (z) the Final Maturity Date, (ii) be binding upon the Guarantor, its successors and assigns and (iii) inure to the benefit of and be enforceable by the Agents, the Lenders and the L/C Issuer and their successors, pledgees, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may pledge, assign or otherwise transfer all or any portion of its rights and obligations under any Loan Document (including, without limitation, all or any portion of its Revolving Credit Commitments, its Revolving Loans and the Letter of Credit Obligations owing to it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in the Credit Agreement.

4. Waivers. The Guarantor hereby waives, to the extent permitted by applicable law, (i) promptness and diligence; (ii) notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that the Agents, the Lenders or the L/C Issuer exhaust any right or take any action against any Loan Party or any other Person or any Collateral; (iii) any right to compel or direct any Agent, Lender or the L/C Issuer to seek payment or recovery of any amounts owed under this Guaranty from any one particular fund or source or to exhaust any right or take any action against any other Loan Party, any other Person or any Collateral; (iv) any requirement that any Agent, any Lender or the L/C Issuer protect, secure, perfect or insure any security interest or Lien on any property subject thereto or exhaust any right or take any action against the Borrower, any other Loan Party or any other Person or any Collateral; and (v) any other defense available to the Guarantor. The Guarantor agrees that the Agents, the Lenders and the L/C Issuer shall have no obligation to marshal any assets in favor of the Guarantor or against, or in payment of, any or all of the Obligations. The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated herein and in the Credit Agreement and that the waiver set forth in this Section 4 is knowingly made in contemplation of such benefits. The Guarantor hereby waives, to the extent permitted by applicable law, any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(a) Subrogation. The Guarantor will not exercise any rights that it may now or hereafter acquire against any Loan Party or any other guarantor that arise from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement,

exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Agents, the Lenders and the L/C Issuer against any Loan Party or any other guarantor or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Loan Party or any other guarantor, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security solely on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this Guaranty shall have been paid in full in cash, (y) the termination or Cash Collateralization of all Letters of Credit and the termination of all Revolving Credit Commitments, and (z) the Final Maturity Date shall have occurred. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the later of the payment in full in cash of all of the Guaranteed Obligations (other than indemnification obligations as to which no claim has been made) and all other amounts payable under this Guaranty shall have been paid in full in cash, the termination of all Letters of Credit and all Revolving Credit Commitments, and the occurrence of the Final Maturity Date, such amount shall be held in trust for the benefit of the Agents, the Lenders and the L/C Issuer and shall forthwith be paid to the Agents, the Lenders and the L/C Issuer to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of this Guaranty and the Credit Agreement, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. If (i) any Guarantor shall make payment to the Agents, the Lenders and the L/C Issuer of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall be paid in full in cash, (iii) all Letters of Credit and all Revolving Credit Commitments shall have terminated and (iv) the Final Maturity Date shall have occurred, the Agents, the Lenders and the L/C Issuer will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment by such Guarantor.

5. Representations, Warranties and Covenants. The Guarantor hereby represents and warrants to the Agents and the Lenders as follows:

(a) The Guarantor (i) is a [corporation] [limited partnership] [limited liability company], duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute and deliver this Guaranty and each other Loan Document to which the Guarantor is a party, and to consummate the transactions contemplated hereby and thereby and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary and where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

(b) The execution, delivery and performance by the Guarantor of this Guaranty and each other Loan Document to which the Guarantor is or will be a party (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable Law or (C) any Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to it or its operations or any of its properties, except in the case of clauses (ii)(B), (ii)(C) and (iv) to the extent such could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by the Guarantor of this Guaranty or any of the other Loan Documents to which the Guarantor is or will be a party except for (i) consents, authorizations, notices and filings which have been obtained or made and are in full force and effect, (ii) filings to perfect the Liens created by the Loan Documents and (iii) consents, authorizations, filings, notices or other acts the failure to make or obtain could not reasonably be expected to, either individually or in the aggregate, be adverse in any material respect to the rights or interest of the Agents, the Lenders or the L/C Issuer.

(d) Each of this Guaranty and the other Loan Documents to which the Guarantor is or will be a party, when delivered, will be, a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or principles of equity.

(e) Except as set forth on Schedule 5(e) hereto, (i) there is no pending or, to the best knowledge of any Loan Party, threatened action, suit or proceeding affecting the Guarantor before any court or other Governmental Authority or any arbitrator that (x) could reasonably be expected to have a Material Adverse Effect or (y) relates to this Guaranty or any of the other Loan Documents to which the Guarantor is a party or any transaction contemplated hereby or thereby and (ii) as of the date hereof, the Guarantor does not hold any commercial tort claims in respect of which a claim has been filed in a court of law or a written notice by an attorney has been given to a potential defendant.

(f) The Guarantor (i) has read and understands the terms and conditions of the Credit Agreement and the other Loan Documents, and (ii) now has and will continue to have independent means of obtaining information concerning the affairs, financial condition and business of the Borrower and the other Loan Parties, and has no need of, or right to obtain from any Agent, any Lender or the L/C Issuer, any credit or other information concerning the affairs, financial condition or business of the Borrower or the other Loan Parties that may come under the control of any Agent or any Lender.

(g) The Guarantor acknowledges and agrees that by its execution and delivery of this Guaranty (i) it shall be bound, as a Guarantor, by all the provisions of the Credit Agreement and the other Loan Documents and shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth therein and applicable to the Guarantors (including, without limitation, each of the covenants that are set forth in Section 7.01 and Section 7.02 of the Credit Agreement) and (ii) from and after the date hereof, each reference to a "Guarantor", the "Guarantors", a "Loan Party" or the "Loan Parties" in the Credit Agreement and each other Loan Document shall include the Guarantor. The Guarantor further acknowledges and agrees that it has received a copy of the Credit Agreement and each other Loan Document and that it has read and understands the terms thereof.

6. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, any Agent, any Lender and the L/C Issuer may, and are hereby authorized to, at any time and from time to time, without notice to the Guarantor (any such notice being expressly waived by the Guarantor) and to the fullest extent permitted by law, set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by such Agent, such Lender or the L/C Issuer to or for the credit or the account of the Guarantor against any and all obligations of the Guarantor now or hereafter existing under this Guaranty or any other Loan Document, irrespective of whether or not such Agent, such Lender or the L/C Issuer shall have made any demand under this Guaranty or any other Loan Document and although such obligations may be contingent or unmatured. Each of the Agents, the Lenders and the L/C Issuer agrees to notify the Guarantor promptly after any such set-off and application made by such Agent, Lender or L/C Issuer, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Agents, the Lenders and the L/C Issuer under this Section 7 are in addition to other rights and remedies (including, other rights of set-off) which the Agents, the Lenders and the L/C Issuer may have under this Guaranty or any other Loan Document in law or otherwise.

7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be mailed (by certified mail, postage prepaid and return receipt requested), telecopied or delivered, if to the Guarantor, to it at its address set forth on the signature page hereto, or if to the Collateral Agent, to it at its address set forth in the Credit Agreement; or as to either such Person at such other address as shall be designated by such Person in a written notice to such other Person complying as to delivery with the terms of this Section 8. All such notices and other communications shall be effective (i) if mailed, when received or three days after deposited in the mail, whichever occurs first, (ii) if telecopied, when transmitted and confirmation is received, or (iii) if delivered, upon delivery.

8. CONSENT TO JURISDICTION; SERVICE OF PROCESS AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW

YORK, AND, BY EXECUTION AND DELIVERY OF THIS GUARANTY, THE GUARANTOR HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE GUARANTOR HEREBY IRREVOCABLY APPOINTS THE SECRETARY OF STATE OF THE STATE OF NEW YORK AS ITS AGENT FOR SERVICE OF PROCESS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING AND FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, CARE OF THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH IN THE CREDIT AGREEMENT AND TO THE SECRETARY OF STATE OF THE STATE OF NEW YORK, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING. THE GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENTS AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GUARANTOR IN ANY OTHER JURISDICTION. THE GUARANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, THE GUARANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTY AND THE OTHER LOAN DOCUMENTS.

9. WAIVER OF JURY TRIAL, ETC. THE GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS GUARANTY OR THE OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS GUARANTY OR THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE GUARANTOR CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT OR ATTORNEY OF ANY AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR

OTHERWISE, THAT ANY AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. THE GUARANTOR HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AGENTS AND THE LENDERS ENTERING INTO THIS GUARANTY.

10. Taxes. The Guarantor agrees that any payments made by the Guarantor in accordance with the terms of this Agreement shall be made as if such payments have been made subject to and with the same protections afforded to the Agents and the Lenders as are set forth in Section 2.08 of the Credit Agreement.

11. Miscellaneous.

(a) The Guarantor will make each payment hereunder in lawful money of the United States of America and in immediately available funds to the Collateral Agent, for the benefit of the Lenders, at such address specified by the Collateral Agent from time to time by notice to the Guarantor.

(b) No amendment of any provision of this Guaranty shall be effective unless it is in writing and signed by the Guarantor and the Collateral Agent, and no waiver of any provision of this Guaranty, and no consent to any departure by the Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Guarantor and the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) No failure on the part of any Agent , any Lender or the L/C Issuer to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agents, the Lenders and the L/C Issuer provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Agents, the Lenders and the L/C Issuer under any Loan Document against any party thereto are not conditional or contingent on any attempt by the Agents and the Lenders to exercise any of their rights under any other Loan Document against such party or against any other Person.

(d) Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) This Guaranty shall (i) be binding on the Guarantor and its successors and assigns, and (ii) inure, together with all rights and remedies of the Agents and the Lenders hereunder, to the benefit of the Agents, the Lenders and the L/C Issuer and their respective successors, transferees and assigns. Without limiting the generality of clause (ii)

of the immediately preceding sentence, to the extent permitted by Section 12.07 of the Credit Agreement, any Lender may assign or otherwise transfer its rights under the Credit Agreement or any other Loan Document to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Lenders herein or otherwise. The Guarantor agrees that each participant shall be entitled to the benefits of Sections 7 and 11 with respect to its participation in any portion of the Revolving Loans as if it was a Lender. None of the rights or obligations of the Guarantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent.

(f) This Guaranty and the other Loan Documents reflect the entire understanding of the transactions contemplated hereby and thereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

(g) Section headings herein are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose.

(h) This Guaranty and the other Loan Documents (unless expressly provided to the contrary in another Loan Document in respect of such other Loan Document) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed by an officer thereunto duly authorized, as of the date first above written.

[**NAME OF GUARANTOR**]

By: _____
Name: _____
Title: _____

_____
_____
_____
_____

SCHEDULE 5(E)

[Insert.]

EXHIBIT B

FORM OF PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of May 10, 2010, made by each of the Grantors listed on the signature pages hereto (together with each other person that executes a supplement hereto and becomes an " Additional Grantor" hereunder, each a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of Harris N.A., in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), the Collateral Agent, Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent" and together with the Collateral Agent, each an " Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, dated as of May 10, 2010 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the " Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make revolving loans, which revolving loans will include a subfacility for the issuance of letters of credit (each a " Revolving Loan" and collectively, the "Revolving Loans"), to the Borrower;

WHEREAS, it is a condition precedent to the Lenders making any Revolving Loan and providing any other financial accommodation to the Borrower pursuant to the Credit Agreement that each Grantor shall have executed and delivered to the Collateral Agent a pledge and security agreement to the Collateral Agent, for the benefit of the Secured Parties, providing for, among other things, the grant to the Collateral Agent, for the benefit of the Secured Parties, of (a) a security interest in and Lien on the outstanding shares of Capital Stock (as defined in the Credit Agreement) and indebtedness from time to time owned by such Grantor of each Person now or hereafter existing and in which such Grantor has any interest at any time (subject to any express limitations set forth in Section 2), and (b) a security interest in all other personal property and fixtures of such Grantor (subject to any express limitations set forth in Section 2);

WHEREAS, the Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with credit needed from time to time

by each Grantor often being provided through financing obtained by the other Grantors and the ability to obtain such financing being dependent on the successful operations of all of the Grantors as a whole; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Collateral Agent and the Lenders to make and maintain the Revolving Loans and to assist in providing Letters of Credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors hereby jointly and severally agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All capitalized terms used in this Agreement and the recitals hereto which are defined in the Credit Agreement or in Article 8 or 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Securities Account", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Additional Collateral" has the meaning specified therefor in Section 4(a)(i) hereof.

"Certificated Entities" has the meaning specified therefor in Section 5(m) hereof.

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright.

"Existing Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Foreign Subsidiary" has the meaning specified therefor in Section 2 hereof.

"Intellectual Property" means all rights in all U.S and non-U.S. (i) published and unpublished works of authorship (including, without limitation, computer software), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof, including, without limitation, all copyright registrations and applications listed in Schedule II hereto (collectively, " Copyrights"); (ii) inventions, discoveries and all patents, registrations, and applications therefor, including, without limitation, divisions, continuations, continuations-in-part and renewal applications, and all renewals, extensions and reissues, including, without limitation, all patents and patent applications listed in Schedule II hereto (collectively, "Patents"); (iii) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, and all extensions, modifications and renewals of same, including, without limitation, all trademark registrations and applications listed in Schedule II hereto (collectively, " Trademarks"); (iv) confidential and proprietary information, trade secrets and know-how, including, without limitation, processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists (collectively, "Trade Secrets"); and (v) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof (collectively, "Other Proprietary Rights").

"Licenses" means the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

"Material Intellectual Property" means Intellectual Property owned by or licensed to a Grantor and material to the conduct of any Grantor's business.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent.

"Pledged Debt" means the indebtedness described in Schedule VI hereto and all indebtedness from time to time owned or acquired by a Grantor, the promissory notes and other Instruments evidencing any or all of such indebtedness, and all interest, cash, Instruments, Investment Property, financial assets, securities, Capital Stock, other equity interests, stock options and commodity contracts, notes, debentures, bonds, promissory notes

or other evidences of indebtedness and all other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all security entitlements in any and all of the foregoing.

"Pledged Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Pledged Shares" means (a) the shares of Capital Stock described in Schedule VII hereto, whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, issued by the Persons described in such Schedule VII (the " Existing Issuers"), (b) the shares of Capital Stock at any time and from time to time acquired by a Grantor of any and all Persons now or hereafter existing (such Persons, together with the Existing Issuers, being hereinafter referred to collectively as the " Pledged Issuers" and each individually as a "Pledged Issuer"), whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, subject, however, to the limitations set forth in Section 2 and (c) the certificates representing such shares of Capital Stock, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, Instruments, Investment Property, financial assets, securities, Capital Stock, other equity interests, stock options and commodity contracts, notes, debentures, bonds, promissory notes or other evidences of indebtedness and all other property (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Capital Stock.

"Secured Parties" means, collectively, the Agents and the Lenders.

"Secured Obligations" has the meaning specified therefor in Section 3 hereof.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements.

2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges and assigns to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (all being collectively referred to herein as the " Collateral"):

(a) all Accounts;

(b) all Chattel Paper (whether tangible or electronic);

(c) the Commercial Tort Claims specified on Schedule V;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of any Agent or any Lender or any affiliate, representative, agent or correspondent of any Agent or any Lender;

(e) all Documents;

(f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);

(g) all Goods, including, without limitation, all Equipment, Fixtures and Inventory;

(h) all Instruments (including, without limitation, Promissory Notes);

(i) all Investment Property;

(j) all Letter-of-Credit Rights;

(k) all Pledged Interests;

(l) all Supporting Obligations;

(m) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(n) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in:

(i) any of such Grantor's right, title or interest in any license, contract or agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the express terms of such license, contract or agreement result in a breach of the terms of, or constitute a default under, such license, contract or agreement (other than to the extent that any such term (A) has been waived or (B) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect, and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement,

(ii) any intent-to-use United States trademark applications (A) for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, or (B) to the extent that and for so long as such a grant would result in the abandonment, invalidation or unenforceability of such intent-to-use United States trademark applications under applicable law, provided, that (x) immediately upon such time that the grant of a security interest in such intent-to-use United States trademark applications would no longer result in the abandonment, invalidation or unenforceability of such intent-to-use United States trademark applications under applicable law, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such intent-to-use United States trademark applications as if such applicable law had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such intent-to-use United States trademark applications,

(iii) any Excluded Account, or

(iv) in the case of a Subsidiary of such Grantor organized under the laws of a jurisdiction other than the United States, any of the states thereof or the

District of Columbia and which is a "controlled foreign corporation" as such term is defined in Section 957 of the Internal Revenue Code (a " Foreign Subsidiary") and which is a "controlled foreign corporation" (as such term is defined in Section 957 of the Internal Revenue Code of 1986 (a "CFC"), more than 65% of the issued and outstanding shares of Capital Stock entitled to vote (within the meaning of Treas. Reg. Section 1.956 2(c)(2)) (it being understood and agreed that the Collateral shall include 100% of the issued and outstanding shares of Capital Stock not entitled to vote within the meaning of Treas. Reg. Section 1.956 2(c)(2)) or other equity interest of such CFC (and for the avoidance of doubt, each Loan Party will refrain from pledging the Capital Stock of any CFC to any Person other than a pledge of 65% of its voting Capital Stock and 100% of its non-voting Capital Stock to the Collateral Agent, for the benefit of the Secured Parties.

3. Security for Secured Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the " Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Credit Agreement and/or the other Loan Documents, including, without limitation, (i) all Obligations, (ii) all Letter of Credit Obligations, (iii) in the case of a Guarantor, all amounts from time to time owing by such Grantor in respect of its guaranty made pursuant to Article XI of the Credit Agreement or under any other Guaranty to which it is a party, including, without limitation, all obligations guaranteed by such Grantor and (iv) all interest, fees, commissions, charges, expense reimbursements, indemnifications and all other amounts due or to become due under any Loan Document (including, without limitation, all interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts that accrue after the commencement of any Insolvency Proceeding of any Loan Party, whether or not the payment of such interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts are unenforceable or are not allowable, in whole or in part, due to the existence of such Insolvency Proceeding); and

(b) the due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of the Loan Documents.

4. Delivery of the Pledged Interests.

(a) (i) All promissory notes evidencing the Pledged Debt on the Effective Date and all certificates representing the Pledged Shares on the Effective Date shall be delivered to the Collateral Agent (or its custodian, designee or other nominee) on or prior to the Effective Date. All other promissory notes, certificates and Instruments constituting Pledged Interests from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Credit Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent (or its custodian, designee or other nominee) promptly

upon, but in any event within fourteen (14) days (or such later date acceptable to the Collateral Agent) of, receipt thereof by or on behalf of any of the Grantors, provided that such delivery requirement shall not apply to any Pledged Debt having a face amount of less than $500,000 individually but only to the extent the aggregate face amount of such Pledged Debt does not exceed $1,000,000 collectively. All such promissory notes, certificates and Instruments shall be held by or on behalf of the Collateral Agent (or its custodian, designee or other nominee) pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Interests consists of uncertificated securities, unless the immediately following sentence is applicable thereto, such Grantor shall cause the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof, or cause each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to such securities without further consent by such Grantor. If any Pledged Interests consists of security entitlements, such Grantor shall transfer such security entitlements to the Collateral Agent (or its custodian, nominee or other designee), or cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Collateral Agent without further consent by such Grantor.

(ii) Within twenty (20) days (or such later date acceptable to the Collateral Agent) of the receipt by a Grantor of any Additional Collateral, a Pledge Amendment, duly executed by such Grantor, in substantially the form of Exhibit A hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement and the Credit Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedules VI and VII hereto. Each Grantor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all promissory notes, certificates or Instruments listed on any Pledge Amendment delivered to the Collateral Agent (or its custodian, designee or other nominee) shall for all purposes hereunder constitute Pledged Interests and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

(b) If any Grantor shall receive, by virtue of such Grantor's being or having been an owner of any Pledged Interests, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off), promissory note or other Instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Interests, or otherwise, (iii) dividends payable in cash (except such dividends permitted to be retained by any such Grantor pursuant to Section 7 hereof) or in securities or other property or (iv) dividends, distributions, cash, Instruments, Investment Property and other property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, such Grantor shall receive such stock certificate, promissory note, Instrument, option, right, payment or distribution in trust

for the benefit of the Collateral Agent, shall segregate it from such Grantor's other property and shall promptly deliver it forthwith to the Collateral Agent, in the exact form received, with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

5. Representations and Warranties. Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto sets forth as of the Effective Date (i) the exact legal name of each Grantor, (ii) the state or jurisdiction of organization of each Grantor, (iii) the type of organization of each Grantor, (iv) the organizational identification number of each Grantor or states that no such organizational identification number exists and (v) the federal employer identification number of each Grantor.

(b) This Agreement is a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(c) All Equipment, Fixtures, Inventory and other Goods (other than Inventory in transit to customers) located in the continental United States now existing are, and all Equipment, Fixtures, Inventory and other Goods (other than Inventory in transit to customers) located in the continental United States hereafter existing will be, located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with Section 6(b)), except for any location where the fair market value of the Equipment, Fixtures, Inventory and other Goods at such location is less than $1,000,000 in the aggregate. Each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper are located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts is evidenced by Promissory Notes or other Instruments (except for Promissory Notes evidencing indebtedness of not more than $500,000 individually and $1,000,000 in the aggregate) that have not been delivered to the Collateral Agent in accordance with this Agreement. Set forth in Schedule II hereto is a complete and correct list of each formal legal name used by any Grantor during the past five years. Schedule VIII hereto sets forth for each Grantor a true and complete list of all Investment Property, including all securities, securities entitlements, Instruments, Chattel Paper, Letters of Credit and any certificates or instruments evidencing the foregoing held by or on behalf of or issued in favor of each Grantor (excluding the assets already identified on Schedules VI and VII), whether or not evidenced by certificates or Instruments.

(d) [Reserved.]

(e) (i) The Grantors own and control, or otherwise possess adequate rights to use, all Intellectual Property necessary to conduct their business except as could not

reasonably be expected to have a Material Adverse Effect. Schedule II hereto sets forth a true and complete list of all Intellectual Property that is the subject of U.S. registrations or applications for registration in the U.S. owned by each Grantor as of the date hereof. To the applicable Grantor's knowledge, all such Intellectual Property is valid, subsisting and enforceable, has not been abandoned in whole or in part and is not subject to any outstanding order, judgment or decree restricting its use or adversely affecting the Grantor's rights thereto, except to the extent the loss of any such Intellectual Property (either individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

(ii) Such Grantor is not violating and has not violated any Intellectual Property rights or any third party except as could not reasonably be expected to have a Material Adverse Effect. There are no suits, actions, reissues, reexaminations, public protests, interferences, arbitrations, mediations, oppositions, cancellations, Internet domain name dispute resolutions or other proceedings (collectively, " Suits") pending, decided, asserted by or against such Grantor or, to such Grantor's knowledge, threatened concerning the violation of any Intellectual Property rights or concerning the Material Intellectual Property owned or controlled by a Grantor, and, to any Grantor's knowledge, no valid basis for any such Suits or claims exists, except as could not reasonably be expected to have a Material Adverse Effect. To the Grantors' knowledge, there are no Suits or claims pending, decided, threatened or asserted against the Grantors concerning the Licenses or the right of the Grantor to use the Licenses, and no valid basis for any such Suits or claims exists, except as could not reasonably be expected to have a Material Adverse Effect.

(f) (i) None of the Other Proprietary Rights or Trade Secrets of any Grantor have been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; (ii) no employee, independent contractor or agent of any Grantor has misappropriated any Other Proprietary Rights or Trade Secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and (iii) no employee, independent contractor or agent of any Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement, or contract relating an any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property Collateral, except to the extent any of the foregoing could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect.

(g) The Existing Issuers set forth in Schedule VII identified as a Subsidiary of a Grantor are each such Grantor's only Subsidiaries existing on the date hereof. The Pledged Shares have been duly authorized and validly issued and are fully paid and nonassessable and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule VII hereto, the Pledged Shares constitute 100% of the issued shares of Capital Stock of the Pledged Issuers as of the date hereof. All other shares of Capital Stock constituting Pledged Interests will be duly authorized and validly issued, fully paid and nonassessable.

(h) The promissory notes currently evidencing the Pledged Debt have been, and all other promissory notes from time to time evidencing Pledged Debt, when executed and delivered, will have been, duly authorized, executed and delivered by the respective makers thereof, and all such promissory notes are or will be, as the case may be, legal, valid and binding obligations of such makers, enforceable against such makers in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(i) The Grantors are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in, the Collateral free and clear of any Lien except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except (i) such as may have been filed to perfect or protect any Permitted Lien, and (ii) in connection with the Existing Credit Agreement; provided, that the liens in connection with the Existing Credit Agreement shall be terminated concurrently with the Effective Date.

(j) The exercise by the Collateral Agent of any of its rights and remedies hereunder will not contravene any law or any Contractual Obligation binding on or otherwise affecting any Grantor or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties other than Liens created pursuant to the Loan Documents.

(k) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the due execution, delivery and performance by any Grantor of this Agreement, (ii) the grant by any Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by the Collateral Agent of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required in connection with any sale of any Pledged Interests by laws affecting the offering and sale of securities generally. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the security interest purported to be created hereby in the Collateral, except (A) for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing statements described in Schedule IV hereto, all of which financing statements shall be duly filed on or around the Effective Date and from such date shall be in full force and effect, (B) with respect to the perfection of the security interest created hereby in the United States Intellectual Property, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit B hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (C) with respect to any action that may be necessary to obtain control of Collateral constituting Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights, the taking of such actions, and (D) the Collateral Agent's having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral (subclauses (A), (B), (C) and (D), each a " Perfection Requirement" and collectively, the "Perfection Requirements").

(l) This Agreement creates a legal, valid and enforceable security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, as security for the Secured Obligations. The satisfaction of the Perfection Requirements will result in the perfection of such security interests. After satisfaction of the Perfection Requirements, such security interests are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be, perfected, first priority security interests, subject in priority only to the Permitted Liens that, pursuant to the definition of the term "Permitted Liens", are not prohibited from being prior to the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, and the recording of such instruments of assignment described above. Such Perfection Requirements and all other action necessary or desirable to perfect and protect such security interest have been duly made or taken, except for (i) the Collateral Agent's having possession of all Instruments, Documents, Chattel Paper and cash constituting Collateral after the date hereof, (ii) the Collateral Agent's having control of all Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights constituting Collateral after the date hereof, and (iii) the other filings and recordations and actions described in Section 5(l) hereof.

(m) As of the date hereof, no Grantor holds any Commercial Tort Claims, except for such claims described in Schedule V.

(n) With respect to each Grantor and its Subsidiaries that is a partnership or a limited liability company, none of the partnership interests or membership interests of such Person are (i) dealt in or traded on securities exchanges or in securities markets, (ii) securities for purposes of Article 8 of any relevant Uniform Commercial Code, (iii) investment company securities within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (iv) evidenced by a certificate. The partnership interests or membership interests of any Grantor and its Subsidiaries constitute General Intangibles.

6. Covenants as to the Collateral. So long as any of the Secured Obligations (whether or not due) shall remain unpaid or any Lender shall have any Revolving Credit Commitment under the Credit Agreement, unless the Collateral Agent shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Collateral Agent may reasonably request in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) if a Default or an Event of Default has occurred and is continuing, marking conspicuously all Chattel Paper, Instruments and Licenses and, at the request of the Collateral Agent, all of its Records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to the Collateral Agent, indicating that such Chattel Paper, Instrument, License or Collateral is subject to the security interest created hereby, (B) if any Account shall be

evidenced by a Promissory Note or other Instrument or Chattel Paper, delivering and pledging to the Collateral Agent such Promissory Note, other Instrument or Chattel Paper, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to the Collateral Agent, provided that such delivery requirement shall not apply to any Pledged Debt having a face amount of less than $500,000 individually but only to the extent the aggregate face amount of such Pledged Debt does not exceed $1,000,000 collectively, (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the executing and recording in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, appropriate instruments granting a security interest, as may be necessary or desirable or that the Collateral Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to the Collateral Agent irrevocable proxies in respect of the Pledged Interests, (F) furnishing to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail, (G) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim (other than any Commercial Tort Claims having a value of less than $500,000 individually and $1,000,000 in the aggregate,) immediately notifying the Collateral Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Collateral Agent a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Collateral Agent, and (H) taking all actions required by law in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

(b) Location of Equipment and Inventory. Each Grantor will keep the Equipment and Inventory (other than Equipment and Inventory sold in the ordinary course of business in accordance with Section 6(g) hereof or located outside of the continental United States) at the locations specified in Schedule III hereto or, upon prompt written notice thereafter to the Collateral Agent accompanied by a new Schedule III hereto indicating each new location containing Records concerning Accounts or Equipment and Inventory with an aggregate fair market value in excess of $1,000,000, at such other locations as the Grantors may elect. If any Grantor moves the location of its primary Records concerning Accounts to a new leased location after the date hereof, upon the reasonable request of Collateral Agent, each Grantor shall use commercially reasonable efforts to (A) obtain written subordinations or waivers, in form and substance satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral located at such premises, and (B) obtain written access agreements, in form and substance reasonably satisfactory to the Collateral Agent, providing access to the Collateral located on such premises in order to remove such Collateral from such premises during an Event of Default.

(c) Equipment. Each Grantor will promptly furnish to the Collateral Agent a statement describing in reasonable detail any loss or damage to any Equipment in excess of $1,000,000.

(d) Insurance. Each Grantor will, at its own expense, maintain insurance with respect to the Collateral in accordance with the terms of the Credit Agreement. Each Grantor will, if so requested by the Collateral Agent, deliver to the Collateral Agent original or duplicate insurance policies and, as often as the Collateral Agent may reasonably request, a report of a reputable insurance broker with respect to such insurance. Each Grantor will also, at the reasonable request of the Collateral Agent, execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment.

(e) Provisions Concerning the Accounts. Each Grantor will, except as otherwise provided in this subsection (e), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, if an Event of Default has occurred and is continuing, at the Collateral Agent's direction, will) take such action as such Grantor (or, if an Event of Default has occurred and is continuing, the Collateral Agent) may reasonably deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Collateral Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After the occurrence and during the continuance of an Event of Default and after receipt by any Grantor of a notice from the Collateral Agent that the Collateral Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (x) credited to the Loan Account so long as no Event of Default shall have occurred and be continuing or (y) if any Event of Default shall have occurred and be continuing, applied as specified in Section 9(d) hereof, and (B) such Grantor will not adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon.

(f) Provisions Concerning the Pledged Interests. Each Grantor will

(i) at the Grantors' joint and several expense, promptly deliver to the Collateral Agent a copy of each material notice or other communication received by it in respect of the Pledged Interests;

(ii) at the Grantors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person; and

(iii) with respect to any Subsidiary of the Parent, not permit the issuance of (A) any additional shares of any class of Capital Stock of any Pledged Issuer, (B) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Capital Stock or (C) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Capital Stock, unless in each case the applicable Grantor makes the deliveries and takes the other actions required by Section 4.

(g) Transfers and Other Liens.

(i) Except to the extent expressly permitted by Section 7.02(c) of the Credit Agreement, no Grantor will sell, assign (by operation of law or otherwise), lease, license, exchange or otherwise transfer or dispose of any of the Collateral.

(ii) Except to the extent expressly permitted by Section 7.02(a) of the Credit Agreement, no Grantor will create, suffer to exist or grant any Lien upon or with respect to any Collateral.

(h) Intellectual Property.

(i) Each Grantor has duly executed and delivered the applicable Grant of a Security Interest in the form attached hereto as Exhibit B.

(ii) Each Grantor (either itself or through its licensees or its sublicensees) agrees that it will not do any act or omit to do any act whereby any Material Intellectual Property may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary to establish and preserve its rights under applicable patent laws, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(iii) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark that constitutes Material Intellectual Property, take such actions that in its commercially reasonable business judgment are necessary to: (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of U.S. or non-U.S.

registration to the extent necessary to establish and preserve its rights under applicable law, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(iv) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a Copyright that constitutes Material Intellectual Property, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary to establish and preserve its rights under applicable copyright laws, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(v) Each Grantor shall notify the Collateral Agent promptly if it knows that any Material Intellectual Property may become abandoned, lost or dedicated to the public in violation of the foregoing clauses (ii) and (iii), or of any final determination (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) that could reasonably be expected to result in a Material Adverse Effect regarding such Grantor's ownership of any Material Intellectual Property, its right to register the same, or its right to keep and maintain the same. Notwithstanding anything to the contrary contained herein, the Grantors may abandon or otherwise dispose of immaterial Intellectual Property if, in such Grantor's commercially reasonable business judgment, such Intellectual Property is no longer of any useful economic value.

(vi) If any Grantor (A) files an application or registration for any Intellectual Property with the United States Patent and Trademark Office or United States Copyright Office, either itself or through any agent, employee, licensee or designee or (B) obtains rights to or develops any new Intellectual Property or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Intellectual Property, whether pursuant to any license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and such Grantor shall give to the Collateral Agent notice of any applications or registrations on a quarterly basis and, upon request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Intellectual Property.

(vii) Each Grantor will take all necessary steps in its commercially reasonable business judgment, in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, to maintain and pursue each application relating to the Material Intellectual Property of such Grantor (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that constitutes Material Intellectual Property.

(viii) If any Grantor has reason to believe that any Collateral consisting of any Grantor's Material Intellectual Property has been infringed, misappropriated or diluted by a third party, such Grantor shall, consistent with its commercially reasonable business judgment, sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral and promptly shall notify the Collateral Agent of the initiation of any such suit.

(ix) Upon and during the continuance of an Event of Default, (i) no Grantor shall abandon or otherwise permit any Intellectual Property to become invalid and (ii) upon the reasonable request of the Collateral Agent, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each License that constitutes Collateral owned by such Grantor to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

(x) Each Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest hereunder in such Intellectual Property and the General Intangibles of such Grantor relating thereto or represented thereby, each Grantor hereby appoints the Collateral Agent as its attorney in fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(i) [Reserved.]

(j) [Reserved.]

(k) Control. Each Grantor hereby agrees to take any or all action that may be necessary or desirable or that the Collateral Agent may reasonably request in order for the Collateral Agent to obtain control in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Code with respect to the following Collateral: (i) Electronic Chattel Paper, other than Electronic Chattel Paper having a face amount of less than $500,000 individually but only to the extent the aggregate face amount of such Electronic Chattel Paper does not exceed $500,000 collectively, (ii) Investment Property and (iii) Letter-of-Credit Rights, other than any Letter-of-Credit Rights having a face amount of less than $1,000,000 individually but only to the extent the aggregate face amount of such Letter-of-Credit Rights does not exceed $1,000,000 collectively or any Letter-of-Credit Right that constitutes a Supporting Obligation. Each Grantor hereby acknowledges and agrees that any agent or designee of the Collateral Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(l) Records; Inspection and Reporting.

(i) Each Grantor shall keep adequate records concerning the Accounts, Chattel Paper and Pledged Interests. Without limiting any rights, powers and privileges of the Agents under the Credit Agreement, if any Event of Default shall have occurred and be continuing, each Grantor shall permit the Agents, or any agents or representatives thereof or such professionals or other Persons as the Agents may designate (A) to examine and make copies of and abstracts from such Grantor's books and records, (B) to visit and inspect its properties, (C) to verify materials, leases, notes, Accounts, Inventory and other assets of such Grantor from time to time, (D) to conduct audits, physical counts, appraisals and/or valuations, environmental site assessments or examinations at the locations of such Grantor and (E) to discuss such Grantor's affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, in each case as provided in the Credit Agreement.

(ii) Except as otherwise expressly permitted by Section 7.02(l) of the Credit Agreement, no Grantor shall, without giving the Collateral Agent at least ten Business Days' prior written notice, change (A) its name, identity or organizational structure, (B) its jurisdiction of incorporation or organization as set forth in Schedule I hereto or (C) its chief executive office as set forth in Schedule III hereto. In connection with the foregoing, each Grantor shall take all actions necessary or reasonably requested by the Collateral Agent to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral granted or intended to be granted pursuant to this Agreement. Each Grantor shall immediately notify the Collateral Agent upon obtaining an organizational identification number, if on the date hereof such Grantor did not have such identification number.

(m) Partnership and Limited Liability Company Interest. Except with respect to partnership interests and membership interests evidenced by a certificate, which certificate has been pledged and delivered to the Collateral Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company shall, nor shall any Grantor with any Subsidiary that is a partnership or a limited liability company, permit such partnership interests or membership interests to (i) be dealt in or traded on securities exchanges or in securities markets, (ii) become a security for purposes of Article 8 of any relevant Uniform Commercial Code, (iii) become an investment company security within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (iv) be evidenced by a certificate unless such certificate is delivered to the Collateral Agent. Each Grantor agrees that such partnership interests or membership interests shall constitute General Intangibles.

7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Interests for any purpose not inconsistent

with the terms of this Agreement, the Credit Agreement or the other Loan Documents; and

(ii) each of the Grantors may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Interests to the extent permitted by the Financing Agreement; provided, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and Instruments and other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Interests which at the time of such distribution was not permitted by the Financing Agreement (B) dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus which at the time of such distribution was not permitted by the Financing Agreement, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Interests, together with any dividend, interest or other distribution or payment which at the time of such payment was not permitted by the Financing Agreement, shall be, and shall forthwith be delivered to the Collateral Agent, to hold as, Pledged Interests and shall, if received by any of the Grantors, be received in trust for the benefit of the Collateral Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to the Collateral Agent in the exact form received with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations; and

(iii) the Collateral Agent will execute and deliver (or cause to be executed and delivered) to a Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 7(a)(i) hereof and to receive the dividends, interest and/or other distributions which it is authorized to receive and retain pursuant to Section 7(a)(ii) hereof.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) upon notice from the Collateral Agent to such Grantor, all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Interests such dividends, distributions and interest payments;

(ii) the Collateral Agent is authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Collateral Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such debtor to make such payment directly to the Collateral Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Collateral Agent may at its option exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Interests, and, in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may reasonably determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(b)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to the Collateral Agent as Pledged Interests in the exact form received with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

8. Additional Provisions Concerning the Collateral .

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Uniform Commercial Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including,

without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (iii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Collateral Agent's reasonable discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 6 hereof and Section 7(a) hereof), including, without limitation, (i) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to the Credit Agreement, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to receive, indorse and collect all Instruments made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Collateral Agent and the Lenders with respect to any Collateral, (vi) upon the occurrence and during the continuance of an Event of Default, to execute assignments, licenses and other documents to enforce the rights of the Collateral Agent and the Lenders with respect to any Collateral, (vii) upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, and such payments made by the Collateral Agent to become Obligations of such Grantor to the Collateral Agent, due and payable immediately without demand, and (viii) upon the occurrence and during the continuance of an Event of Default, to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents.

(c) For the purpose of enabling the Collateral Agent to exercise rights and remedies hereunder, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, effective upon the occurrence and during the continuance of an Event of Default each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other

compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided that the Collateral Agent shall exercise reasonable standards of quality control over any goods bearing Grantor's Trademarks. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of a Grantor to dispose of its property and Section 6(i) hereof, so long as no Event of Default shall have occurred and be continuing, each Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of its business. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time, upon the request of a Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Grantor shall have certified are appropriate (in such Grantor's judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to this clause (c) as to any Intellectual Property). Further, upon the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, the Collateral Agent (subject to Section 13(e) hereof) shall release and reassign to the Grantors all of the Collateral Agent's right, title and interest in and to the Intellectual Property, and the Licenses, all without recourse, representation or warranty whatsoever and at the Grantors' sole expense. The exercise of rights and remedies hereunder by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by any Grantor in accordance with the second sentence of this clause (c). Each Grantor hereby releases the Collateral Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Collateral Agent under the powers of attorney granted herein other than actions taken or omitted to be taken through the Collateral Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) Upon the occurrence and during the continuance of any Event of Default, if any Grantor fails to perform any agreement or obligation contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Collateral Agent, and the expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 10 hereof and shall be secured by the Collateral.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its possession upon

surrendering it or tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. The Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

(f) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) the Collateral Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(g) The Collateral Agent may at any time in its discretion (i) without notice to any Grantor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Interests, subject only to the revocable rights of such Grantor under Section 7(a) hereof, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

9. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Collateral Agent's name or into the name of its nominee or nominees (to the extent the Collateral Agent has not theretofore done so) and thereafter receive, for the benefit of the Collateral Agent and the Lenders, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place or places to be

designated by the Collateral Agent that is reasonably convenient to both parties, and the Collateral Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least five (5) Business Days' prior notice to the applicable Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, each Grantor hereby waives any claims against the Collateral Agent and the Lenders arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (i) any such sale of the Collateral by the Collateral Agent shall be made without warranty, (ii) the Collateral Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (iii) the Collateral Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of itself and the Lenders) and (iv) such actions set forth in clauses (i), (ii) and (iii) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (i) upon written notice to any Grantor from the Collateral Agent, each Grantor shall cease any use of the Intellectual Property for any purpose described in such notice; (ii) the Collateral Agent may, at any time and from time to time, upon five (5) Business Days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (iii) the Collateral Agent may, at any time, pursuant to the authority granted in Section 8 hereof (such authority being effective upon the occurrence and during the continuance of an Event of Default), execute and deliver on behalf of a Grantor, one or more instruments of assignment

of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Interests pursuant to Section 9(a) hereof, each Grantor will, at such Grantor's expense and upon request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Interests and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Interests under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto, (ii) cause each issuer of such Pledged Interests to qualify such Pledged Interests under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Interests, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its securityholders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Interests valid and binding and in compliance with applicable law.

(c) Notwithstanding the provisions of Section 9(b) hereof, each Grantor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent (or its agent or designee) as Collateral and all Cash Proceeds received by the Collateral Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent (or its agent or designee) as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 10 hereof) in whole or in part by the Collateral Agent against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or Cash Proceeds held by the Collateral Agent (or its agent or designee) and remaining after the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Collateral Agent and the Lenders are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(f) Each Grantor hereby acknowledges that if the Collateral Agent complies with any applicable requirements of law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(g) The Collateral Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Collateral Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

10. Indemnity and Expenses.

(a) Each Grantor jointly and severally agrees to defend, protect, indemnify and hold harmless each Agent and each other Indemnitee from and against any and all

claims, losses, damages, liabilities, obligations, penalties, fees, reasonable out-of-pocket costs and expenses (including, without limitation, reasonable out-of-pocket attorneys' fees, costs, expenses and disbursements, which will be limited to one primary counsel and, if necessary, one local counsel per jurisdiction for the indemnified parties, unless a conflict of interest exists) incurred by such Agent or such Indemnitee to the extent that they arise out of or otherwise result from or relate to or are in connection with this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from such Agent's or such Indemnitee's gross negligence, willful misconduct or bad faith, or material breach of the Loan Documents by such Agent or Indemnitee, in each case as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor jointly and severally agrees to pay to the Agents upon demand the amount of any and all reasonable costs and expenses, including the reasonable fees, costs, expenses and disbursements of one primary counsel and if necessary one local counsel per jurisdiction for the Agents and of any experts and agents (including, without limitation, any collateral trustee which may act as agent of the Agents), which the Agents may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Agents hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

11. Notices, Etc. All notices and other communications provided for hereunder shall be given in accordance with the notice provision of the Credit Agreement.

12. Security Interest Absolute; Joint and Several Obligations .

(a) All rights of the Secured Parties and the L/C Issuer, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives, to the extent permitted by law, (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Obligation by the Borrower, (iii) notice of any actions taken by any Agent, any Lender, any Guarantor or any other Person under any Loan Document or any other agreement, document

or instrument relating thereto, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder and (v) any requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Collateral Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

13. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by each Grantor affected thereby and the Collateral Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Parties or the L/C Issuer to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties and the L/C Issuer provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties and the L/C Issuer under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, any Grantor.

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the date on which all of the Secured Obligations have been indefeasibly paid in full (other than Contingent Indemnification Obligations) in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents and (ii) be binding on each Grantor all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code, and shall inure, together with all rights and remedies of the

Secured Parties and the L/C Issuer hereunder, to the benefit of the Secured Parties and the L/C Issuer and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Parties and the L/C Issuer may assign or otherwise transfer their respective rights and obligations under this Agreement and any other Loan Document to any other Person pursuant to the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Parties and the L/C Issuer herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party or the L/C Issuer shall mean the assignee of any such Secured Party or such L/C Issuer. Except to the extent expressly permitted by the Credit Agreement, none of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(d) Upon the date on which all of the Secured Obligations have been indefeasibly paid in full in cash (other than Contingent Indemnification Obligations) after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) the Collateral Agent will, upon the Grantors' request and at the Grantors' expense, without any representation, warranty or recourse whatsoever, (A) return to the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination. In addition, upon the incurrence or assumption of Indebtedness by a Grantor in a transaction permitted by clause (e) of the definition of Permitted Liens and Section 7.02(b), upon the Grantors' request and at the Grantors' expense, without any representation, warranty or recourse whatsoever, the Collateral Agent agrees to execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of the Collateral Agent's security interest in the items of property that are the subject of such transaction.

(e) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and

deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit C hereto (each a "Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I-VIII attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I-VIII, respectively, hereto, and the Collateral Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(h) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Credit Agreement, *mutatis mutandi*.

(i) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(j) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same

agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

LANTHEUS MEDICAL IMAGING, INC.

By: _____
Name: Donald Kiepert
Title: President and Chief Executive Officer

LANTHEUS MI INTERMEDIATE, INC.

By: _____
Name: Donald Kiepert
Title: President and Chief Executive Officer

LANTHEUS MI REAL ESTATE, LLC

By: Lantheus Medical Imaging, Inc., its sole member

By: _____
Name: Donald Kiepert
Title: President and Chief Executive Officer

SCHEDULE I

LEGAL NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTIONS OF ORGANIZATION

SCHEDULE II

INTELLECTUAL PROPERTY; LEGAL NAMES

A. COPYRIGHTS

1. Registered Copyrights

2. Copyright Applications

B. PATENTS

1. Patents

2. Patent Applications

C. TRADEMARKS

1. Registered Trademarks

2. Trademark Applications

D. OTHER PROPRIETARY RIGHTS

E. LEGAL NAMES USED BY ANY GRANTOR DURING THE PAST FIVE YEARS

SCHEDULE III

LOCATIONS OF GRANTORS

LOCATION	Description of Location (state if Location (i) contains Equipment, Fixtures, Inventory or other Goods (ii) is chief place of business and chief executive office, (iii) contains Records concerning Accounts and originals of Chattel Paper), (iv) if owned or leased, and (v) if location is owned/leased by a third party

SCHEDULE IV

UCC FINANCING STATEMENTS

UCC Financing Statements have been filed in the jurisdictions below against the Grantors:

Name of Grantor	Secretary of State

SCHEDULE V

COMMERCIAL TORT CLAIMS

SCHEDULE VI

PLEDGED DEBT

Grantor	Name of Maker	Description	Principal Amount Outstanding as of

SCHEDULE VII
PLEDGED SHARES

Grantor	Name of Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number

SCHEDULE VIII

INVESTMENT PROPERTY, INSTRUMENTS, CHATTEL PAPER, LETTERS OF CREDIT

EXHIBIT A

PLEDGE AMENDMENT

This Pledge Amendment, dated , , is delivered pursuant to Section 4 of the Pledge and Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement, dated May 10, 2010, as it may heretofore have been or hereafter may be amended, restated, supplemented, modified or otherwise changed from time to time (the " Security Agreement") and that the promissory notes or shares listed on this Pledge Amendment shall be hereby pledged and assigned to the Collateral Agent and become part of the Pledged Interests referred to in such Pledge Agreement and shall secure all of the Secured Obligations referred to in such Security Agreement.

Pledged Debt

Grantor	Name of Maker	Description	Principal Amount Outstanding as of

Pledged Shares

Grantor	Name of Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number

[**GRANTOR**]

By: _____
Name: _____
Title: _____

HARRIS N.A.,
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT B

GRANT OF A SECURITY INTEREST —[TRADEMARKS]
[PATENTS] [COPYRIGHTS]

WHEREAS, (the "Grantor") [own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the " Trademarks")] [own the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents")] [owns the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights")];

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 10, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Harris N.A., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the [Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks] [Patents] [Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the " Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor

does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of , 20 .

[**GRANTOR**]

By: _____
Name: _____
Title: _____

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[Trademark Registrations and Applications]

[Patents and Patent Applications]

[Copyright Registrations and Applications]

EXHIBIT C

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Date of Security Agreement Supplement]

Harris N.A., as Collateral Agent

Ladies and Gentlemen:

Reference hereby is made to (i) the Credit Agreement, dated as of May 10, 2010 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the " Credit Agreement") by and among Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the " Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the " Collateral Agent"), Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the " Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, and (ii) the Pledge and Security Agreement, dated as of May 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the " Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties and the L/C Issuer, a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Security Agreement) of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect,

absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party or the L/C Issuer under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules I through VIII to Schedules I through VIII, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Security Agreement and do not omit to state any information material thereto.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Credit Agreement, *mutatis mutandi*.

Very truly yours,

[NAME OF ADDITIONAL CREDIT PARTY]

By: _____
Name: _____
Title: _____

HARRIS N.A.,
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

LANTHEUS MI INTERMEDIATE HOLDING, INC.

To: Harris N.A., as Collateral Agent
[ ]

Bank of Montreal, as Administrative Agent
[ ]

Re: Compliance Certificate dated

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement (the "Credit Agreement") dated as of May 10, 2010, by and among by and among Lantheus MI Intermediate, Inc., a Delaware corporation (the "Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent"), Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent. Capitalized terms used in this Compliance Certificate have the meanings set forth in the Credit Agreement unless specifically defined herein.

Pursuant to the terms of the Credit Agreement, the undersigned officer of Parent hereby certifies that:

1. The financial information of Parent and its Subsidiaries furnished in Schedule 1 pursuant to Section 7.01(a)[(i)][(ii)] of the Credit Agreement fairly presents, in all material respects, the financial position of the Parent and its Subsidiaries as of the end of such [quarter][Fiscal Year] and the results of operations and cash flows of the Parent and its Subsidiaries for such [quarter][Fiscal Year], in accordance with GAAP, subject to normal year-end adjustments and the absence of footnotes.

2. Such officer has reviewed the terms of the Credit Agreement and the other Loan Documents and has made, or caused to be made under his/her supervision, a review in of the condition and operations of Parent and its Subsidiaries during the period covered by the financial statements delivered pursuant to Section 7.01(a)[(i)] [(ii)] of the Credit Agreement with a view to determining whether the Parent and its Subsidiaries were in

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned this day of , .

LANTHEUS MI INTERMEDIATE HOLDING, INC.

By: _____
Name: _____
Title: _____

SCHEDULE 1

Financial Information

SCHEDULE 2

Default or Event of Default

SCHEDULE 3

Financial Covenants

1. **Consolidated Total Leverage Ratio**

The Consolidated Total Leverage Ratio as of the last day of the period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries ended on , is :1.0, which [is/is not] less than or equal to the ratio set forth in Section 7.03(a) of the Credit Agreement for the corresponding period.

2. **Consolidated Interest Coverage Ratio**

The Consolidated Interest Coverage Ratio of the Parent and its Subsidiaries as of the last day of the period of four (4) consecutive fiscal quarters of the Parent and its Subsidiaries ended on , is :1.0, which [is/is not] greater than or equal to the ratio set forth in Section 7.03(b) of the Credit Agreement for the corresponding period.

EXHIBIT D

FORM OF NOTICE OF BORROWING

[LETTERHEAD OF THE BORROWER]

[Date]

Bank of Montreal,
as Administrative Agent for the Lenders
party to the Credit Agreement referred to below
[ ]

Ladies and Gentlemen:

The undersigned, Lantheus Medical Imaging, Inc., a Delaware corporation (the " Borrower"), (i) refers to the Credit Agreement, dated as of May 10, 2010 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Credit Agreement"), by and among the Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), the Borrower, the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent"), Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the " Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, and (ii) hereby gives you notice pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Revolving Loan under the Credit Agreement, and in that connection sets forth below the information relating to such Revolving Loan (the " Proposed Revolving Loan") as required by Section 2.02(a) of the Credit Agreement. All capitalized terms used herein but not defined herein have the same meanings herein as set forth in the Credit Agreement.

(i) The aggregate principal amount of the Proposed Revolving Loan is $.(1)

(ii) The borrowing date of the Proposed Revolving Loan is , 20 .(2)

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(1) Each Revolving Loan shall be made in a minimum amount of $1,000,000 and shall be in an integral multiple of $500,000.

(2) This date must be a Business Day.

(iii) The Proposed Revolving Loan is a [Reference Rate Loan] [LIBOR Rate Loan].

(iv) If the Proposed Revolving Loan is a LIBOR Rate Loan, such Proposed Revolving Loan shall have an Interest Period of [one][two][three] month(s).

(v) The proceeds of the Proposed Revolving Loan should be made available to the undersigned by wire transferring such proceeds in accordance with the payment instructions attached hereto as Exhibit A.

The undersigned certifies that (i) the representations and warranties contained in Article VI of the Credit Agreement and in each other Loan Document, certificate, financial statement, report or statement of fact delivered to any Agent or any Lender pursuant thereto on or prior to the date of the Proposed Revolving Loan are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such date as though made on and as of such date, (ii) no Default or Event of Default has occurred and is continuing or would result from the making of the Proposed Revolving Loan to be made as of the date of the Proposed Revolving Loan, and (iii) the Consolidated Total Leverage Ratio (with Consolidated Funded Indebtedness calculated as of the date of the Proposed Revolving Loan after giving effect to the making of the Proposed Revolving Loan, and Annualized EBITDA calculated for the most recently ended four fiscal quarter period for which the Administrative Agent has received financial statements pursuant to the terms hereof) does not exceed the maximum permitted ratio under Section 7.03 of the Credit Agreement for the most recently ended fiscal quarter (or, with respect to periods prior to the first test date under Section 7.03 of the Credit Agreement, the maximum permitted ratios under Section 7.03 for such first test date).

Very truly yours,

LANTHEUS MEDICAL IMAGING, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

Payment Instructions

EXHIBIT E

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** ("Assignment Agreement") is entered into as of , 20 between ("Assignor") and ("Assignee"). Reference is made to the agreement described in Item 2 of Annex I annexed hereto (as amended, restated, modified or otherwise supplemented from time to time, the " Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

1. In accordance with the terms and conditions of Section 12.07 of the Credit Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and the Assignor's portion of the Revolving Credit Commitments and the Revolving Loans as specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received copies of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent, the Assignor, or any other Lender, based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents; (c) confirms that it is eligible as an assignee under the terms of the Credit Agreement; (d) appoints and authorizes each of the Administrative

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Agent and the Collateral Agent to take such action as the Administrative Agent or the Collateral Agent (as the case may be) on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent or the Collateral Agent (as the case may be) by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; and (f) attaches the forms prescribed by the Internal Revenue Service of the United States certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, it will be delivered by the Assignor to the Collateral Agent and the Administrative Agent for recording by the Administrative Agent. The effective date of this Assignment Agreement (the "Settlement Date") shall be the latest of (a) the date of the execution hereof by the Assignor and the Assignee, (b) the date this Assignment Agreement has been accepted by the Administrative Agent and the Collateral Agent and recorded in the Register, (c) the date of receipt by the Collateral Agent of a processing and recordation fee in the amount of $5,000, (d) the settlement date specified on Annex I, and (e) the receipt by Assignor of the Purchase Price specified in Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents.

6. Upon recording by the Administrative Agent, from and after the Settlement Date, the Administrative Agent shall make all payments under the Credit Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees (if applicable) with respect thereto) to the Assignee. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Credit Agreement and the other Loan Documents for periods prior to the Settlement Date directly between themselves on the Settlement Date.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

9. This Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Assignment Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

[**ASSIGNOR**]

_____

By: _____
Name: _____
Title: _____
Date: _____

[**ASSIGNEE**]

_____

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTED AND CONSENTED TO this day of , 20

[**BANK OF MONTREAL, as Administrative Agent**](1)

By: _____
Name: _____
Title: _____

[**LANTHEUS MEDICAL IMAGING, INC.**](2)

By: _____
Name: _____
Title: _____
Date: _____

(1) Delete if consent of Administrative Agent is not required.

(2) Delete if consent of Borrower is not required.

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrower: Lantheus Medical Imaging, Inc.

2. Name and Date of Credit Agreement:

   Credit Agreement, dated as of May 10, 2010, by and among Lantheus MI Intermediate, Inc., a Delaware corporation (the "Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent"), Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent.

3. Date of Assignment Agreement:

4. Amount of Revolving Credit Commitments and Revolving Loans: $

5 Purchase Price: $

6 Settlement Date:

7 Notice and Payment Instructions, etc.

Assignee:	Assignor:
Attn:	Attn:
Fax No.:	Fax No.:
Bank Name:	Bank Name:
ABA Number:	ABA Number:
Account Name:	Account Name:
Account Number:	Account Number:
Sub-Account Name:	Sub-Account Name:
Sub-Account Number:	Sub-Account Number:
Reference:	Reference:
Attn:	Attn:

Exhibit 10.2

Execution Version

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of May 10, 2010, made by each of the Grantors listed on the signature pages hereto (together with each other person that executes a supplement hereto and becomes an " Additional Grantor" hereunder, each a "Grantor" and collectively, jointly and severally, the "Grantors"), in favor of Harris N.A., in its capacity as collateral agent for the Secured Parties referred to below (in such capacity, together with its successors and assigns in such capacity, if any, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the "Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), the Collateral Agent, Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent" and together with the Collateral Agent, each an " Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, dated as of May 10, 2010 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the " Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make revolving loans, which revolving loans will include a subfacility for the issuance of letters of credit (each a " Revolving Loan" and collectively, the "Revolving Loans"), to the Borrower;

WHEREAS, it is a condition precedent to the Lenders making any Revolving Loan and providing any other financial accommodation to the Borrower pursuant to the Credit Agreement that each Grantor shall have executed and delivered to the Collateral Agent a pledge and security agreement to the Collateral Agent, for the benefit of the Secured Parties, providing for, among other things, the grant to the Collateral Agent, for the benefit of the Secured Parties, of (a) a security interest in and Lien on the outstanding shares of Capital Stock (as defined in the Credit Agreement) and indebtedness from time to time owned by such Grantor of each Person now or hereafter existing and in which such Grantor has any interest at any time (subject to any express limitations set forth in Section 2), and (b) a security interest in all other personal property and fixtures of such Grantor (subject to any express limitations set forth in Section 2);

WHEREAS, the Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, with credit needed from time to time by each Grantor often being provided through financing obtained by the other Grantors and

the ability to obtain such financing being dependent on the successful operations of all of the Grantors as a whole; and

WHEREAS, each Grantor has determined that the execution, delivery and performance of this Agreement directly benefit, and are in the best interest of, such Grantor;

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Collateral Agent and the Lenders to make and maintain the Revolving Loans and to assist in providing Letters of Credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantors hereby jointly and severally agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All capitalized terms used in this Agreement and the recitals hereto which are defined in the Credit Agreement or in Article 8 or 9 of the Uniform Commercial Code as in effect from time to time in the State of New York (the "Code") and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Collateral Agent may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the Code: "Accounts", "Account Debtor", "Cash Proceeds", "Certificate of Title", "Chattel Paper", "Commercial Tort Claim", "Commodity Account", "Commodity Contracts", "Deposit Account", "Documents", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Noncash Proceeds", "Payment Intangibles", "Proceeds", "Promissory Notes", "Record", "Securities Account", "Software", "Supporting Obligations" and "Tangible Chattel Paper".

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Additional Collateral" has the meaning specified therefor in Section 4(a)(i) hereof.

"Certificated Entities" has the meaning specified therefor in Section 5(m) hereof.

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any Copyright.

"Existing Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Foreign Subsidiary" has the meaning specified therefor in Section 2 hereof.

"Intellectual Property" means all rights in all U.S and non-U.S. (i) published and unpublished works of authorship (including, without limitation, computer software), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof, including, without limitation, all copyright registrations and applications listed in Schedule II hereto (collectively, " Copyrights"); (ii) inventions, discoveries and all patents, registrations, and applications therefor, including, without limitation, divisions, continuations, continuations-in-part and renewal applications, and all renewals, extensions and reissues, including, without limitation, all patents and patent applications listed in Schedule II hereto (collectively, "Patents"); (iii) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, and all extensions, modifications and renewals of same, including, without limitation, all trademark registrations and applications listed in Schedule II hereto (collectively, " Trademarks"); (iv) confidential and proprietary information, trade secrets and know-how, including, without limitation, processes, schematics, databases, formulae, drawings, prototypes, models, designs and customer lists (collectively, "Trade Secrets"); and (v) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including, without limitation, rights to recover for past, present and future violations thereof (collectively, "Other Proprietary Rights").

"Licenses" means the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

"Material Intellectual Property" means Intellectual Property owned by or licensed to a Grantor and material to the conduct of any Grantor's business.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent.

"Pledged Debt" means the indebtedness described in Schedule VI hereto and all indebtedness from time to time owned or acquired by a Grantor, the promissory notes and other Instruments evidencing any or all of such indebtedness, and all interest, cash, Instruments, Investment Property, financial assets, securities, Capital Stock, other equity interests, stock options and commodity contracts, notes, debentures, bonds, promissory notes or other evidences of indebtedness and all other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Interests" means, collectively, (a) the Pledged Debt, (b) the Pledged Shares and (c) all security entitlements in any and all of the foregoing.

"Pledged Issuer" has the meaning specified therefor in the definition of the term "Pledged Shares".

"Pledged Shares" means (a) the shares of Capital Stock described in Schedule VII hereto, whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, issued by the Persons described in such Schedule VII (the " Existing Issuers"), (b) the shares of Capital Stock at any time and from time to time acquired by a Grantor of any and all Persons now or hereafter existing (such Persons, together with the Existing Issuers, being hereinafter referred to collectively as the " Pledged Issuers" and each individually as a "Pledged Issuer"), whether or not evidenced or represented by any stock certificate, certificated security or other Instrument, subject, however, to the limitations set forth in Section 2 and (c) the certificates representing such shares of Capital Stock, all options and other rights, contractual or otherwise, in respect thereof and all dividends, distributions, cash, Instruments, Investment Property, financial assets, securities, Capital Stock, other equity interests, stock options and commodity contracts, notes, debentures, bonds, promissory notes or other evidences of indebtedness and all other property (including, without limitation, any stock dividend and any distribution in connection with a stock split) from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Capital Stock.

"Secured Parties" means, collectively, the Agents and the Lenders.

"Secured Obligations" has the meaning specified therefor in Section 3 hereof.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming any Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements.

2. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, each Grantor hereby pledges and assigns to the Collateral Agent (and its agents and designees), and grants to the Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, all personal property and Fixtures of such Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible, including, without limitation, the following (all being collectively referred to herein as the " Collateral"):

(a) all Accounts;

(b) all Chattel Paper (whether tangible or electronic);

(c) the Commercial Tort Claims specified on Schedule V;

(d) all Deposit Accounts, all cash, and all other property from time to time deposited therein or otherwise credited thereto and the monies and property in the possession or under the control of any Agent or any Lender or any affiliate, representative, agent or correspondent of any Agent or any Lender;

(e) all Documents;

(f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);

(g) all Goods, including, without limitation, all Equipment, Fixtures and Inventory;

(h) all Instruments (including, without limitation, Promissory Notes);

(i) all Investment Property;

(j) all Letter-of-Credit Rights;

(k) all Pledged Interests;

(l) all Supporting Obligations;

(m) all other tangible and intangible personal property of such Grantor (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of such Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by such Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of such Grantor or any other Person from time to time acting for such Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(n) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever such Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

Notwithstanding anything herein to the contrary, the term "Collateral" shall not include, and no Grantor is pledging, nor granting a security interest hereunder in:

(i) any of such Grantor's right, title or interest in any license, contract or agreement to which such Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would, under the express terms of such license, contract or agreement result in a breach of the terms of, or constitute a default under, such license, contract or agreement (other than to the extent that any such term (A) has been waived or (B) would be rendered ineffective pursuant to Sections 9-406, 9-408, 9-409 of the Code or other applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect, and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement,

(ii) any intent-to-use United States trademark applications (A) for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, or (B) to the extent that and for so long as such a grant would result in the abandonment, invalidation or unenforceability of such intent-to-use United States trademark applications under applicable law, provided, that (x) immediately upon such time that the grant of a security interest in such intent-to-use United States trademark applications would no longer result in the abandonment, invalidation or unenforceability of such intent-to-use United States trademark applications under applicable law, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such intent-to-use United States trademark applications as if such applicable law had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Grantor in or to the proceeds of, or any monies due or to become due under, any such intent-to-use United States trademark applications,

(iii) any Excluded Account, or

(iv) in the case of a Subsidiary of such Grantor organized under the laws of a jurisdiction other than the United States, any of the states thereof or the District of Columbia and which is a "controlled foreign corporation" as such term is defined in Section 957 of the Internal Revenue Code (a "Foreign Subsidiary") and which is a "controlled foreign corporation" (as such term is defined in Section 957 of

the Internal Revenue Code of 1986 (a "CFC"), more than 65% of the issued and outstanding shares of Capital Stock entitled to vote (within the meaning of Treas. Reg. Section 1.956 2(c)(2)) (it being understood and agreed that the Collateral shall include 100% of the issued and outstanding shares of Capital Stock not entitled to vote within the meaning of Treas. Reg. Section 1.956 2(c)(2)) or other equity interest of such CFC (and for the avoidance of doubt, each Loan Party will refrain from pledging the Capital Stock of any CFC to any Person other than a pledge of 65% of its voting Capital Stock and 100% of its non-voting Capital Stock to the Collateral Agent, for the benefit of the Secured Parties.

3. Security for Secured Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the " Secured Obligations"):

(a) the prompt payment by each Grantor, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Credit Agreement and/or the other Loan Documents, including, without limitation, (i) all Obligations, (ii) all Letter of Credit Obligations, (iii) in the case of a Guarantor, all amounts from time to time owing by such Grantor in respect of its guaranty made pursuant to Article XI of the Credit Agreement or under any other Guaranty to which it is a party, including, without limitation, all obligations guaranteed by such Grantor and (iv) all interest, fees, commissions, charges, expense reimbursements, indemnifications and all other amounts due or to become due under any Loan Document (including, without limitation, all interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts that accrue after the commencement of any Insolvency Proceeding of any Loan Party, whether or not the payment of such interest, fees, commissions, charges, expense reimbursements, indemnifications and other amounts are unenforceable or are not allowable, in whole or in part, due to the existence of such Insolvency Proceeding); and

(b) the due performance and observance by each Grantor of all of its other obligations from time to time existing in respect of the Loan Documents.

4. Delivery of the Pledged Interests.

(a) (i) All promissory notes evidencing the Pledged Debt on the Effective Date and all certificates representing the Pledged Shares on the Effective Date shall be delivered to the Collateral Agent (or its custodian, designee or other nominee) on or prior to the Effective Date. All other promissory notes, certificates and Instruments constituting Pledged Interests from time to time required to be pledged to the Collateral Agent pursuant to the terms of this Agreement or the Credit Agreement (the "Additional Collateral") shall be delivered to the Collateral Agent (or its custodian, designee or other nominee) promptly upon, but in any event within fourteen (14) days (or such later date acceptable to the Collateral Agent) of, receipt thereof by or on behalf of any of the Grantors, provided that such delivery requirement shall not apply to any Pledged Debt having a face amount of less

than $500,000 individually but only to the extent the aggregate face amount of such Pledged Debt does not exceed $1,000,000 collectively. All such promissory notes, certificates and Instruments shall be held by or on behalf of the Collateral Agent (or its custodian, designee or other nominee) pursuant hereto and shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment or undated stock powers executed in blank, all in form and substance reasonably satisfactory to the Collateral Agent. If any Pledged Interests consists of uncertificated securities, unless the immediately following sentence is applicable thereto, such Grantor shall cause the Collateral Agent (or its designated custodian or nominee) to become the registered holder thereof, or cause each issuer of such securities to agree that it will comply with instructions originated by the Collateral Agent with respect to such securities without further consent by such Grantor. If any Pledged Interests consists of security entitlements, such Grantor shall transfer such security entitlements to the Collateral Agent (or its custodian, nominee or other designee), or cause the applicable securities intermediary to agree that it will comply with entitlement orders by the Collateral Agent without further consent by such Grantor.

(ii) Within twenty (20) days (or such later date acceptable to the Collateral Agent) of the receipt by a Grantor of any Additional Collateral, a Pledge Amendment, duly executed by such Grantor, in substantially the form of Exhibit A hereto (a "Pledge Amendment"), shall be delivered to the Collateral Agent, in respect of the Additional Collateral that must be pledged pursuant to this Agreement and the Credit Agreement. The Pledge Amendment shall from and after delivery thereof constitute part of Schedules VI and VII hereto. Each Grantor hereby authorizes the Collateral Agent to attach each Pledge Amendment to this Agreement and agrees that all promissory notes, certificates or Instruments listed on any Pledge Amendment delivered to the Collateral Agent (or its custodian, designee or other nominee) shall for all purposes hereunder constitute Pledged Interests and such Grantor shall be deemed upon delivery thereof to have made the representations and warranties set forth in Section 5 hereof with respect to such Additional Collateral.

(b) If any Grantor shall receive, by virtue of such Grantor's being or having been an owner of any Pledged Interests, any (i) stock certificate (including, without limitation, any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off), promissory note or other Instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Pledged Interests, or otherwise, (iii) dividends payable in cash (except such dividends permitted to be retained by any such Grantor pursuant to Section 7 hereof) or in securities or other property or (iv) dividends, distributions, cash, Instruments, Investment Property and other property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, such Grantor shall receive such stock certificate, promissory note, Instrument, option, right, payment or distribution in trust for the benefit of the Collateral Agent, shall segregate it from such Grantor's other property and shall promptly deliver it forthwith to the Collateral Agent, in the exact form received, with any necessary indorsement and/or appropriate stock powers duly executed in blank, to

be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

5. Representations and Warranties. Each Grantor jointly and severally represents and warrants as follows:

(a) Schedule I hereto sets forth as of the Effective Date (i) the exact legal name of each Grantor, (ii) the state or jurisdiction of organization of each Grantor, (iii) the type of organization of each Grantor, (iv) the organizational identification number of each Grantor or states that no such organizational identification number exists and (v) the federal employer identification number of each Grantor.

(b) This Agreement is a legal, valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(c) All Equipment, Fixtures, Inventory and other Goods (other than Inventory in transit to customers) located in the continental United States now existing are, and all Equipment, Fixtures, Inventory and other Goods (other than Inventory in transit to customers) located in the continental United States hereafter existing will be, located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with Section 6(b)), except for any location where the fair market value of the Equipment, Fixtures, Inventory and other Goods at such location is less than $1,000,000 in the aggregate. Each Grantor's chief place of business and chief executive office, the place where such Grantor keeps its Records concerning Accounts and all originals of all Chattel Paper are located at the addresses specified therefor in Schedule III hereto (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof). None of the Accounts is evidenced by Promissory Notes or other Instruments (except for Promissory Notes evidencing indebtedness of not more than $500,000 individually and $1,000,000 in the aggregate) that have not been delivered to the Collateral Agent in accordance with this Agreement. Set forth in Schedule II hereto is a complete and correct list of each formal legal name used by any Grantor during the past five years. Schedule VIII hereto sets forth for each Grantor a true and complete list of all Investment Property, including all securities, securities entitlements, Instruments, Chattel Paper, Letters of Credit and any certificates or instruments evidencing the foregoing held by or on behalf of or issued in favor of each Grantor (excluding the assets already identified on Schedules VI and VII), whether or not evidenced by certificates or Instruments.

(d) [Reserved.]

(e) (i) The Grantors own and control, or otherwise possess adequate rights to use, all Intellectual Property necessary to conduct their business except as could not reasonably be expected to have a Material Adverse Effect. Schedule II hereto sets forth a true and complete list of all Intellectual Property that is the subject of U.S. registrations or applications for registration in the U.S. owned by each Grantor as of the date hereof. To the

applicable Grantor's knowledge, all such Intellectual Property is valid, subsisting and enforceable, has not been abandoned in whole or in part and is not subject to any outstanding order, judgment or decree restricting its use or adversely affecting the Grantor's rights thereto, except to the extent the loss of any such Intellectual Property (either individually or in the aggregate) could not reasonably be expected to have a Material Adverse Effect.

(ii) Such Grantor is not violating and has not violated any Intellectual Property rights or any third party except as could not reasonably be expected to have a Material Adverse Effect. There are no suits, actions, reissues, reexaminations, public protests, interferences, arbitrations, mediations, oppositions, cancellations, Internet domain name dispute resolutions or other proceedings (collectively, " Suits") pending, decided, asserted by or against such Grantor or, to such Grantor's knowledge, threatened concerning the violation of any Intellectual Property rights or concerning the Material Intellectual Property owned or controlled by a Grantor, and, to any Grantor's knowledge, no valid basis for any such Suits or claims exists, except as could not reasonably be expected to have a Material Adverse Effect. To the Grantors' knowledge, there are no Suits or claims pending, decided, threatened or asserted against the Grantors concerning the Licenses or the right of the Grantor to use the Licenses, and no valid basis for any such Suits or claims exists, except as could not reasonably be expected to have a Material Adverse Effect.

(f) (i) None of the Other Proprietary Rights or Trade Secrets of any Grantor have been used, divulged, disclosed or appropriated to the detriment of such Grantor for the benefit of any other Person other than such Grantor; (ii) no employee, independent contractor or agent of any Grantor has misappropriated any Other Proprietary Rights or Trade Secrets of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of such Grantor; and (iii) no employee, independent contractor or agent of any Grantor is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of inventions agreement or similar agreement, or contract relating an any way to the protection, ownership, development, use or transfer of such Grantor's Intellectual Property Collateral, except to the extent any of the foregoing could not reasonably be expected (either individually or in the aggregate) to have a Material Adverse Effect.

(g) The Existing Issuers set forth in Schedule VII identified as a Subsidiary of a Grantor are each such Grantor's only Subsidiaries existing on the date hereof. The Pledged Shares have been duly authorized and validly issued and are fully paid and nonassessable and the holders thereof are not entitled to any preemptive, first refusal or other similar rights. Except as noted in Schedule VII hereto, the Pledged Shares constitute 100% of the issued shares of Capital Stock of the Pledged Issuers as of the date hereof. All other shares of Capital Stock constituting Pledged Interests will be duly authorized and validly issued, fully paid and nonassessable.

(h) The promissory notes currently evidencing the Pledged Debt have been, and all other promissory notes from time to time evidencing Pledged Debt, when

executed and delivered, will have been, duly authorized, executed and delivered by the respective makers thereof, and all such promissory notes are or will be, as the case may be, legal, valid and binding obligations of such makers, enforceable against such makers in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(i) The Grantors are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in, the Collateral free and clear of any Lien except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording or filing office except (i) such as may have been filed to perfect or protect any Permitted Lien, and (ii) in connection with the Existing Credit Agreement; provided, that the liens in connection with the Existing Credit Agreement shall be terminated concurrently with the Effective Date.

(j) The exercise by the Collateral Agent of any of its rights and remedies hereunder will not contravene any law or any Contractual Obligation binding on or otherwise affecting any Grantor or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties other than Liens created pursuant to the Loan Documents.

(k) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the due execution, delivery and performance by any Grantor of this Agreement, (ii) the grant by any Grantor of the security interest purported to be created hereby in the Collateral or (iii) the exercise by the Collateral Agent of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required in connection with any sale of any Pledged Interests by laws affecting the offering and sale of securities generally. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the security interest purported to be created hereby in the Collateral, except (A) for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing statements described in Schedule IV hereto, all of which financing statements shall be duly filed on or around the Effective Date and from such date shall be in full force and effect, (B) with respect to the perfection of the security interest created hereby in the United States Intellectual Property, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit B hereto in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (C) with respect to any action that may be necessary to obtain control of Collateral constituting Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights, the taking of such actions, and (D) the Collateral Agent's having possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral (subclauses (A), (B), (C) and (D), each a " Perfection Requirement" and collectively, the "Perfection Requirements").

(l) This Agreement creates a legal, valid and enforceable security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, as

security for the Secured Obligations. The satisfaction of the Perfection Requirements will result in the perfection of such security interests. After satisfaction of the Perfection Requirements, such security interests are, or in the case of Collateral in which any Grantor obtains rights after the date hereof, will be, perfected, first priority security interests, subject in priority only to the Permitted Liens that, pursuant to the definition of the term "Permitted Liens", are not prohibited from being prior to the Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, and the recording of such instruments of assignment described above. Such Perfection Requirements and all other action necessary or desirable to perfect and protect such security interest have been duly made or taken, except for (i) the Collateral Agent's having possession of all Instruments, Documents, Chattel Paper and cash constituting Collateral after the date hereof, (ii) the Collateral Agent's having control of all Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights constituting Collateral after the date hereof, and (iii) the other filings and recordations and actions described in Section 5(l) hereof.

(m) As of the date hereof, no Grantor holds any Commercial Tort Claims, except for such claims described in Schedule V.

(n) With respect to each Grantor and its Subsidiaries that is a partnership or a limited liability company, none of the partnership interests or membership interests of such Person are (i) dealt in or traded on securities exchanges or in securities markets, (ii) securities for purposes of Article 8 of any relevant Uniform Commercial Code, (iii) investment company securities within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (iv) evidenced by a certificate. The partnership interests or membership interests of any Grantor and its Subsidiaries constitute General Intangibles.

6. Covenants as to the Collateral. So long as any of the Secured Obligations (whether or not due) shall remain unpaid or any Lender shall have any Revolving Credit Commitment under the Credit Agreement, unless the Collateral Agent shall otherwise consent in writing:

(a) Further Assurances. Each Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Collateral Agent may reasonably request in order (i) to perfect and protect, or maintain the perfection of, the security interest and Lien purported to be created hereby; (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise to effect the purposes of this Agreement, including, without limitation: (A) if a Default or an Event of Default has occurred and is continuing, marking conspicuously all Chattel Paper, Instruments and Licenses and, at the request of the Collateral Agent, all of its Records pertaining to the Collateral with a legend, in form and substance reasonably satisfactory to the Collateral Agent, indicating that such Chattel Paper, Instrument, License or Collateral is subject to the security interest created hereby, (B) if any Account shall be evidenced by a Promissory Note or other Instrument or Chattel Paper, delivering and pledging to the Collateral Agent such Promissory Note, other Instrument or Chattel Paper,

duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to the Collateral Agent, provided that such delivery requirement shall not apply to any Pledged Debt having a face amount of less than $500,000 individually but only to the extent the aggregate face amount of such Pledged Debt does not exceed $1,000,000 collectively, (C) executing and filing (to the extent, if any, that such Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, (D) with respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the executing and recording in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, appropriate instruments granting a security interest, as may be necessary or desirable or that the Collateral Agent may reasonably request in order to perfect and preserve the security interest purported to be created hereby, (E) delivering to the Collateral Agent irrevocable proxies in respect of the Pledged Interests, (F) furnishing to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail, (G) if at any time after the date hereof, any Grantor acquires or holds any Commercial Tort Claim (other than any Commercial Tort Claims having a value of less than $500,000 individually and $1,000,000 in the aggregate,) immediately notifying the Collateral Agent in a writing signed by such Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Collateral Agent a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance reasonably satisfactory to the Collateral Agent, and (H) taking all actions required by law in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

(b) Location of Equipment and Inventory. Each Grantor will keep the Equipment and Inventory (other than Equipment and Inventory sold in the ordinary course of business in accordance with Section 6(g) hereof or located outside of the continental United States) at the locations specified in Schedule III hereto or, upon prompt written notice thereafter to the Collateral Agent accompanied by a new Schedule III hereto indicating each new location containing Records concerning Accounts or Equipment and Inventory with an aggregate fair market value in excess of $1,000,000, at such other locations as the Grantors may elect. If any Grantor moves the location of its primary Records concerning Accounts to a new leased location after the date hereof, upon the reasonable request of Collateral Agent, each Grantor shall use commercially reasonable efforts to (A) obtain written subordinations or waivers, in form and substance satisfactory to the Collateral Agent, of all present and future Liens to which the owner or lessor of such premises may be entitled to assert against the Collateral located at such premises, and (B) obtain written access agreements, in form and substance reasonably satisfactory to the Collateral Agent, providing access to the Collateral located on such premises in order to remove such Collateral from such premises during an Event of Default.

(c) Equipment. Each Grantor will promptly furnish to the Collateral Agent a statement describing in reasonable detail any loss or damage to any Equipment in excess of $1,000,000.

(d) Insurance. Each Grantor will, at its own expense, maintain insurance with respect to the Collateral in accordance with the terms of the Credit Agreement. Each Grantor will, if so requested by the Collateral Agent, deliver to the Collateral Agent original or duplicate insurance policies and, as often as the Collateral Agent may reasonably request, a report of a reputable insurance broker with respect to such insurance. Each Grantor will also, at the reasonable request of the Collateral Agent, execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment.

(e) Provisions Concerning the Accounts. Each Grantor will, except as otherwise provided in this subsection (e), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, each Grantor may (and, if an Event of Default has occurred and is continuing, at the Collateral Agent's direction, will) take such action as such Grantor (or, if an Event of Default has occurred and is continuing, the Collateral Agent) may reasonably deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Collateral Agent shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Collateral Agent and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent or its designated agent and, upon such notification and at the expense of such Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After the occurrence and during the continuance of an Event of Default and after receipt by any Grantor of a notice from the Collateral Agent that the Collateral Agent has notified, intends to notify, or has enforced or intends to enforce a Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by such Grantor in respect of the Accounts shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (x) credited to the Loan Account so long as no Event of Default shall have occurred and be continuing or (y) if any Event of Default shall have occurred and be continuing, applied as specified in Section 9(d) hereof, and (B) such Grantor will not adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon.

(f) Provisions Concerning the Pledged Interests. Each Grantor will

(i) at the Grantors' joint and several expense, promptly deliver to the Collateral Agent a copy of each material notice or other communication received by it in respect of the Pledged Interests;

(ii) at the Grantors' joint and several expense, defend the Collateral Agent's right, title and security interest in and to the Pledged Interests against the claims of any Person; and

(iii) with respect to any Subsidiary of the Parent, not permit the issuance of (A) any additional shares of any class of Capital Stock of any Pledged Issuer, (B) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such shares of Capital Stock or (C) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such shares of Capital Stock, unless in each case the applicable Grantor makes the deliveries and takes the other actions required by Section 4.

(g) Transfers and Other Liens.

(i) Except to the extent expressly permitted by Section 7.02(c) of the Credit Agreement, no Grantor will sell, assign (by operation of law or otherwise), lease, license, exchange or otherwise transfer or dispose of any of the Collateral.

(ii) Except to the extent expressly permitted by Section 7.02(a) of the Credit Agreement, no Grantor will create, suffer to exist or grant any Lien upon or with respect to any Collateral.

(h) Intellectual Property.

(i) Each Grantor has duly executed and delivered the applicable Grant of a Security Interest in the form attached hereto as Exhibit B.

(ii) Each Grantor (either itself or through its licensees or its sublicensees) agrees that it will not do any act or omit to do any act whereby any Material Intellectual Property may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary to establish and preserve its rights under applicable patent laws, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(iii) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark that constitutes Material Intellectual Property, take such actions that in its commercially reasonable business judgment are necessary to: (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of U.S. or non-U.S. registration to the extent necessary to establish and preserve its rights under applicable law, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(iv) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a Copyright that constitutes Material Intellectual Property, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary to establish and preserve its rights under applicable copyright laws, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

(v) Each Grantor shall notify the Collateral Agent promptly if it knows that any Material Intellectual Property may become abandoned, lost or dedicated to the public in violation of the foregoing clauses (ii) and (iii), or of any final determination (including the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) that could reasonably be expected to result in a Material Adverse Effect regarding such Grantor's ownership of any Material Intellectual Property, its right to register the same, or its right to keep and maintain the same. Notwithstanding anything to the contrary contained herein, the Grantors may abandon or otherwise dispose of immaterial Intellectual Property if, in such Grantor's commercially reasonable business judgment, such Intellectual Property is no longer of any useful economic value.

(vi) If any Grantor (A) files an application or registration for any Intellectual Property with the United States Patent and Trademark Office or United States Copyright Office, either itself or through any agent, employee, licensee or designee or (B) obtains rights to or develops any new Intellectual Property or any reissue, division, continuation, renewal, extension or continuation-in-part of any existing Intellectual Property, whether pursuant to any license or otherwise, the provisions of Section 2 hereof shall automatically apply thereto and such Grantor shall give to the Collateral Agent notice of any applications or registrations on a quarterly basis and, upon request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Intellectual Property.

(vii) Each Grantor will take all necessary steps in its commercially reasonable business judgment, in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, to maintain and pursue each application relating to the Material Intellectual Property of such Grantor (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that constitutes Material Intellectual Property.

(viii) If any Grantor has reason to believe that any Collateral consisting of any Grantor's Material Intellectual Property has been infringed, misappropriated or diluted by a third party, such Grantor shall, consistent with its commercially reasonable business judgment, sue for infringement, misappropriation

or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral and promptly shall notify the Collateral Agent of the initiation of any such suit.

(ix) Upon and during the continuance of an Event of Default, (i) no Grantor shall abandon or otherwise permit any Intellectual Property to become invalid and (ii) upon the reasonable request of the Collateral Agent, each Grantor shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each License that constitutes Collateral owned by such Grantor to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

(x) Each Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest hereunder in such Intellectual Property and the General Intangibles of such Grantor relating thereto or represented thereby, each Grantor hereby appoints the Collateral Agent as its attorney in fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(i) [Reserved.]

(j) [Reserved.]

(k) Control. Each Grantor hereby agrees to take any or all action that may be necessary or desirable or that the Collateral Agent may reasonably request in order for the Collateral Agent to obtain control in accordance with Sections 9-104, 9-105, 9-106, and 9-107 of the Code with respect to the following Collateral: (i) Electronic Chattel Paper, other than Electronic Chattel Paper having a face amount of less than $500,000 individually but only to the extent the aggregate face amount of such Electronic Chattel Paper does not exceed $500,000 collectively, (ii) Investment Property and (iii) Letter-of-Credit Rights, other than any Letter-of-Credit Rights having a face amount of less than $1,000,000 individually but only to the extent the aggregate face amount of such Letter-of-Credit Rights does not exceed $1,000,000 collectively or any Letter-of-Credit Right that constitutes a Supporting Obligation. Each Grantor hereby acknowledges and agrees that any agent or designee of the Collateral Agent shall be deemed to be a "secured party" with respect to the Collateral under the control of such agent or designee for all purposes.

(l) Records; Inspection and Reporting.

(i) Each Grantor shall keep adequate records concerning the Accounts, Chattel Paper and Pledged Interests. Without limiting any rights, powers and privileges of the Agents under the Credit Agreement, if any Event of Default shall have occurred and be continuing, each Grantor shall permit the Agents, or any

agents or representatives thereof or such professionals or other Persons as the Agents may designate (A) to examine and make copies of and abstracts from such Grantor's books and records, (B) to visit and inspect its properties, (C) to verify materials, leases, notes, Accounts, Inventory and other assets of such Grantor from time to time, (D) to conduct audits, physical counts, appraisals and/or valuations, environmental site assessments or examinations at the locations of such Grantor and (E) to discuss such Grantor's affairs, finances and accounts with any of its directors, officers, managerial employees, independent accountants or any of its other representatives, in each case as provided in the Credit Agreement.

(ii) Except as otherwise expressly permitted by Section 7.02(l) of the Credit Agreement, no Grantor shall, without giving the Collateral Agent at least ten Business Days' prior written notice, change (A) its name, identity or organizational structure, (B) its jurisdiction of incorporation or organization as set forth in Schedule I hereto or (C) its chief executive office as set forth in Schedule III hereto. In connection with the foregoing, each Grantor shall take all actions necessary or reasonably requested by the Collateral Agent to maintain the continuous validity, perfection and the same or better priority of the Collateral Agent's security interest in the Collateral granted or intended to be granted pursuant to this Agreement. Each Grantor shall immediately notify the Collateral Agent upon obtaining an organizational identification number, if on the date hereof such Grantor did not have such identification number.

(m) Partnership and Limited Liability Company Interest. Except with respect to partnership interests and membership interests evidenced by a certificate, which certificate has been pledged and delivered to the Collateral Agent pursuant to Section 4 hereof, no Grantor that is a partnership or a limited liability company shall, nor shall any Grantor with any Subsidiary that is a partnership or a limited liability company, permit such partnership interests or membership interests to (i) be dealt in or traded on securities exchanges or in securities markets, (ii) become a security for purposes of Article 8 of any relevant Uniform Commercial Code, (iii) become an investment company security within the meaning of Section 8-103 of any relevant Uniform Commercial Code or (iv) be evidenced by a certificate unless such certificate is delivered to the Collateral Agent. Each Grantor agrees that such partnership interests or membership interests shall constitute General Intangibles.

7. Voting Rights, Dividends, Etc. in Respect of the Pledged Interests.

(a) So long as no Event of Default shall have occurred and be continuing:

(i) each Grantor may exercise any and all voting and other consensual rights pertaining to any Pledged Interests for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement or the other Loan Documents; and

(ii) each of the Grantors may receive and retain any and all dividends, interest or other distributions paid in respect of the Pledged Interests to the

extent permitted by the Financing Agreement; provided, however, that any and all (A) dividends and interest paid or payable other than in cash in respect of, and Instruments and other property received, receivable or otherwise distributed in respect of or in exchange for, any Pledged Interests which at the time of such distribution was not permitted by the Financing Agreement (B) dividends and other distributions paid or payable in cash in respect of any Pledged Interests in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus which at the time of such distribution was not permitted by the Financing Agreement, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged Interests, together with any dividend, interest or other distribution or payment which at the time of such payment was not permitted by the Financing Agreement, shall be, and shall forthwith be delivered to the Collateral Agent, to hold as, Pledged Interests and shall, if received by any of the Grantors, be received in trust for the benefit of the Collateral Agent, shall be segregated from the other property or funds of the Grantors, and shall be forthwith delivered to the Collateral Agent in the exact form received with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations; and

(iii) the Collateral Agent will execute and deliver (or cause to be executed and delivered) to a Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to Section 7(a)(i) hereof and to receive the dividends, interest and/or other distributions which it is authorized to receive and retain pursuant to Section 7(a)(ii) hereof.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) upon notice from the Collateral Agent to such Grantor, all rights of each Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 7(a)(i) hereof, and to receive the dividends, distributions, interest and other payments that it would otherwise be authorized to receive and retain pursuant to Section 7(a)(ii) hereof, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise such voting and other consensual rights and to receive and hold as Pledged Interests such dividends, distributions and interest payments;

(ii) the Collateral Agent is authorized to notify each debtor with respect to the Pledged Debt to make payment directly to the Collateral Agent (or its designee) and may collect any and all moneys due or to become due to any Grantor in respect of the Pledged Debt, and each of the Grantors hereby authorizes each such

debtor to make such payment directly to the Collateral Agent (or its designee) without any duty of inquiry;

(iii) without limiting the generality of the foregoing, the Collateral Agent may at its option exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including, without limitation, the right to exchange, in its discretion, any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other adjustment of any Pledged Issuer, or upon the exercise by any Pledged Issuer of any right, privilege or option pertaining to any Pledged Interests, and, in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as it may reasonably determine; and

(iv) all dividends, distributions, interest and other payments that are received by any of the Grantors contrary to the provisions of Section 7(b)(i) hereof shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantors, and shall be forthwith paid over to the Collateral Agent as Pledged Interests in the exact form received with any necessary indorsement and/or appropriate stock powers duly executed in blank, to be held by the Collateral Agent as Pledged Interests and as further collateral security for the Secured Obligations.

8. Additional Provisions Concerning the Collateral .

(a) To the maximum extent permitted by applicable law, and for the purpose of taking any action that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, each Grantor hereby (i) authorizes the Collateral Agent to execute any such agreements, instruments or other documents in such Grantor's name and to file such agreements, instruments or other documents in such Grantor's name and in any appropriate filing office, (ii) authorizes the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that (A) describe the Collateral as "all assets" or "all personal property" (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Grantor falls within the scope of Article 9 of the Uniform Commercial Code or whether any particular asset of such Grantor constitutes part of the Collateral, and (B) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor) and (iii) ratifies such authorization to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or

other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor hereby irrevocably appoints the Collateral Agent as its attorney-in-fact and proxy, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Collateral Agent's reasonable discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of a Grantor under Section 6 hereof and Section 7(a) hereof), including, without limitation, (i) to obtain and adjust insurance required to be paid to the Collateral Agent pursuant to the Credit Agreement, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other Instruments, Documents and Chattel Paper in connection with clause (i) or (ii) above, (iv) to receive, indorse and collect all Instruments made payable to such Grantor representing any dividend, interest payment or other distribution in respect of any Pledged Interests and to give full discharge for the same, (v) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Collateral Agent and the Lenders with respect to any Collateral, (vi) upon the occurrence and during the continuance of an Event of Default, to execute assignments, licenses and other documents to enforce the rights of the Collateral Agent and the Lenders with respect to any Collateral, (vii) upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes or Liens levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, and such payments made by the Collateral Agent to become Obligations of such Grantor to the Collateral Agent, due and payable immediately without demand, and (viii) upon the occurrence and during the continuance of an Event of Default, to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications and notices in connection with Accounts, Chattel Paper and other documents relating to the Collateral. This power is coupled with an interest and is irrevocable until the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents.

(c) For the purpose of enabling the Collateral Agent to exercise rights and remedies hereunder, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, effective upon the occurrence and during the continuance of an Event of Default each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, assign, license or sublicense any Intellectual Property now or hereafter owned by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof;

provided that the Collateral Agent shall exercise reasonable standards of quality control over any goods bearing Grantor's Trademarks. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of a Grantor to dispose of its property and Section 6(i) hereof, so long as no Event of Default shall have occurred and be continuing, each Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of its business. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing, the Collateral Agent shall from time to time, upon the request of a Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, which such Grantor shall have certified are appropriate (in such Grantor's judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to this clause (c) as to any Intellectual Property). Further, upon the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, the Collateral Agent (subject to Section 13(e) hereof) shall release and reassign to the Grantors all of the Collateral Agent's right, title and interest in and to the Intellectual Property, and the Licenses, all without recourse, representation or warranty whatsoever and at the Grantors' sole expense. The exercise of rights and remedies hereunder by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by any Grantor in accordance with the second sentence of this clause (c). Each Grantor hereby releases the Collateral Agent from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Collateral Agent under the powers of attorney granted herein other than actions taken or omitted to be taken through the Collateral Agent's gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) Upon the occurrence and during the continuance of any Event of Default, if any Grantor fails to perform any agreement or obligation contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement or obligation, in the name of such Grantor or the Collateral Agent, and the expenses of the Collateral Agent incurred in connection therewith shall be jointly and severally payable by the Grantors pursuant to Section 10 hereof and shall be secured by the Collateral.

(e) The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Other than the exercise of reasonable care to assure the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral and shall be relieved of all responsibility for any Collateral in its possession upon surrendering it or tendering surrender of it to any of the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct). The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment

substantially equal to that which the Collateral Agent accords its own property, it being understood that the Collateral Agent shall not have responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. The Collateral Agent shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Collateral Agent in good faith.

(f) Anything herein to the contrary notwithstanding (i) each Grantor shall remain liable under the Licenses and otherwise in respect of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its obligations under the Licenses or otherwise in respect of the Collateral, and (iii) the Collateral Agent shall not have any obligation or liability by reason of this Agreement under the Licenses or otherwise in respect of the Collateral, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(g) The Collateral Agent may at any time in its discretion (i) without notice to any Grantor, transfer or register in the name of the Collateral Agent or any of its nominees any or all of the Pledged Interests, subject only to the revocable rights of such Grantor under Section 7(a) hereof, and (ii) exchange certificates or Instruments constituting Pledged Interests for certificates or Instruments of smaller or larger denominations.

9. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Collateral Agent's name or into the name of its nominee or nominees (to the extent the Collateral Agent has not theretofore done so) and thereafter receive, for the benefit of the Collateral Agent and the Lenders, all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place or places to be designated by the Collateral Agent that is reasonably convenient to both parties, and the Collateral Agent may enter into and occupy any premises owned or leased by any Grantor where the Collateral or any part thereof is located or assembled for a reasonable period in order to effectuate the Collateral Agent's rights and remedies hereunder or under law,

without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices, at any exchange or broker's board or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable and/or (B) lease, license or otherwise dispose of the Collateral or any part thereof upon such terms as the Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by law, at least five (5) Business Days' prior notice to the applicable Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the extent permitted by law, each Grantor hereby waives any claims against the Collateral Agent and the Lenders arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree, and waives all rights that such Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Each Grantor hereby acknowledges that (i) any such sale of the Collateral by the Collateral Agent shall be made without warranty, (ii) the Collateral Agent may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, (iii) the Collateral Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness), if permitted by law, for the purchase, lease, license or other disposition of the Collateral or any portion thereof for the account of the Collateral Agent (on behalf of itself and the Lenders) and (iv) such actions set forth in clauses (i), (ii) and (iii) above shall not adversely affect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (i) upon written notice to any Grantor from the Collateral Agent, each Grantor shall cease any use of the Intellectual Property for any purpose described in such notice; (ii) the Collateral Agent may, at any time and from time to time, upon five (5) Business Days' prior notice to any Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and (iii) the Collateral Agent may, at any time, pursuant to the authority granted in Section 8 hereof (such authority being effective upon the occurrence and during the continuance of an Event of Default), execute and deliver on behalf of a Grantor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) In the event that the Collateral Agent determines to exercise its right to sell all or any part of the Pledged Interests pursuant to Section 9(a) hereof, each Grantor will,

at such Grantor's expense and upon request by the Collateral Agent: (i) execute and deliver, and cause each issuer of such Pledged Interests and the directors and officers thereof to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Collateral Agent, advisable to register such Pledged Interests under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the SEC applicable thereto, (ii) cause each issuer of such Pledged Interests to qualify such Pledged Interests under the state securities or "Blue Sky" laws of each jurisdiction, and to obtain all necessary governmental approvals for the sale of the Pledged Interests, as requested by the Collateral Agent, (iii) cause each Pledged Issuer to make available to its securityholders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act, and (iv) do or cause to be done all such other acts and things as may be necessary to make such sale of such Pledged Interests valid and binding and in compliance with applicable law.

(c) Notwithstanding the provisions of Section 9(b) hereof, each Grantor recognizes that the Collateral Agent may deem it impracticable to effect a public sale of all or any part of the Pledged Shares or any other securities constituting Pledged Interests and that the Collateral Agent may, therefore, determine to make one or more private sales of any such securities to a restricted group of purchasers who will be obligated to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable to the seller than the prices and other terms which might have been obtained at a public sale and, notwithstanding the foregoing, agrees that such private sales shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act. Each Grantor further acknowledges and agrees that any offer to sell such securities which has been (i) publicly advertised on a bona fide basis in a newspaper or other publication of general circulation in the financial community of New York, New York (to the extent that such an offer may be so advertised without prior registration under the Securities Act) or (ii) made privately in the manner described above to not less than fifteen bona fide offerees shall be deemed to involve a "public disposition" for the purposes of Section 9-610(c) of the Code (or any successor or similar, applicable statutory provision) as then in effect in the State of New York, notwithstanding that such sale may not constitute a "public offering" under the Securities Act, and that the Collateral Agent may, in such event, bid for the purchase of such securities.

(d) Any cash held by the Collateral Agent (or its agent or designee) as Collateral and all Cash Proceeds received by the Collateral Agent (or its agent or designee) in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent (or

its agent or designee) as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 10 hereof) in whole or in part by the Collateral Agent against, all or any part of the Secured Obligations in such order as the Collateral Agent shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or Cash Proceeds held by the Collateral Agent (or its agent or designee) and remaining after the date on which all of the Secured Obligations have been indefeasibly paid in full in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(e) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Collateral Agent and the Lenders are legally entitled, the Grantors shall be jointly and severally liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees, costs, expenses and other client charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(f) Each Grantor hereby acknowledges that if the Collateral Agent complies with any applicable requirements of law in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(g) The Collateral Agent shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Collateral Agent's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that any Grantor lawfully may, such Grantor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

10. Indemnity and Expenses.

(a) Each Grantor jointly and severally agrees to defend, protect, indemnify and hold harmless each Agent and each other Indemnitee from and against any and all claims, losses, damages, liabilities, obligations, penalties, fees, reasonable out-of-pocket costs and expenses (including, without limitation, reasonable out-of-pocket attorneys' fees, costs, expenses and disbursements, which will be limited to one primary counsel and, if necessary, one local counsel per jurisdiction for the indemnified parties, unless a conflict of

interest exists) incurred by such Agent or such Indemnitee to the extent that they arise out of or otherwise result from or relate to or are in connection with this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from such Agent's or such Indemnitee's gross negligence, willful misconduct or bad faith, or material breach of the Loan Documents by such Agent or Indemnitee, in each case as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor jointly and severally agrees to pay to the Agents upon demand the amount of any and all reasonable costs and expenses, including the reasonable fees, costs, expenses and disbursements of one primary counsel and if necessary one local counsel per jurisdiction for the Agents and of any experts and agents (including, without limitation, any collateral trustee which may act as agent of the Agents), which the Agents may incur in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Agents hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

11. Notices, Etc. All notices and other communications provided for hereunder shall be given in accordance with the notice provision of the Credit Agreement.

12. Security Interest Absolute; Joint and Several Obligations .

(a) All rights of the Secured Parties and the L/C Issuer, all Liens and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, (ii) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Secured Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (iii) any exchange or release of, or non-perfection of any Lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Secured Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any of the Grantors in respect of the Secured Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

(b) Each Grantor hereby waives, to the extent permitted by law, (i) promptness and diligence, (ii) notice of acceptance and notice of the incurrence of any Obligation by the Borrower, (iii) notice of any actions taken by any Agent, any Lender, any Guarantor or any other Person under any Loan Document or any other agreement, document or instrument relating thereto, (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this subsection (b), might constitute grounds for relieving such Grantor of any such Grantor's obligations hereunder and (v) any

requirement that any Agent or any Lender protect, secure, perfect or insure any security interest or other lien on any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

(c) All of the obligations of the Grantors hereunder are joint and several. The Collateral Agent may, in its sole and absolute discretion, enforce the provisions hereof against any of the Grantors and shall not be required to proceed against all Grantors jointly or seek payment from the Grantors ratably. In addition, the Collateral Agent may, in its sole and absolute discretion, select the Collateral of any one or more of the Grantors for sale or application to the Secured Obligations, without regard to the ownership of such Collateral, and shall not be required to make such selection ratably from the Collateral owned by all of the Grantors. The release or discharge of any Grantor by the Collateral Agent shall not release or discharge any other Grantor from the obligations of such Person hereunder.

13. Miscellaneous.

(a) No amendment of any provision of this Agreement (including any Schedule attached hereto) shall be effective unless it is in writing and signed by each Grantor affected thereby and the Collateral Agent, and no waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall be effective unless it is in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Parties or the L/C Issuer to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Parties and the L/C Issuer provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Secured Parties and the L/C Issuer under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, any Grantor.

(c) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect, subject to paragraph (e) below, until the date on which all of the Secured Obligations have been indefeasibly paid in full (other than Contingent Indemnification Obligations) in cash after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents and (ii) be binding on each Grantor all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the Code, and shall inure, together with all rights and remedies of the Secured Parties and the L/C Issuer hereunder, to the benefit of the Secured Parties and the L/C Issuer and their respective successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Secured Parties and the L/C Issuer may assign or otherwise transfer their respective rights and obligations under this

Agreement and any other Loan Document to any other Person pursuant to the terms of the Credit Agreement, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to the Secured Parties and the L/C Issuer herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to any Secured Party or the L/C Issuer shall mean the assignee of any such Secured Party or such L/C Issuer. Except to the extent expressly permitted by the Credit Agreement, none of the rights or obligations of any Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Collateral Agent, and any such assignment or transfer shall be null and void.

(d) Upon the date on which all of the Secured Obligations have been indefeasibly paid in full in cash (other than Contingent Indemnification Obligations) after the termination of each Lender's Revolving Credit Commitment and each of the Loan Documents, (i) subject to paragraph (e) below, this Agreement and the security interests and licenses created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) the Collateral Agent will, upon the Grantors' request and at the Grantors' expense, without any representation, warranty or recourse whatsoever, (A) return to the Grantors (or whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct) such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination. In addition, upon the incurrence or assumption of Indebtedness by a Grantor in a transaction permitted by clause (e) of the definition of Permitted Liens and Section 7.02(b), upon the Grantors' request and at the Grantors' expense, without any representation, warranty or recourse whatsoever, the Collateral Agent agrees to execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of the Collateral Agent's security interest in the items of property that are the subject of such transaction.

(e) This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(f) Upon the execution and delivery, or authentication, by any Person of a security agreement supplement in substantially the form of Exhibit C hereto (each a

"Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and each reference in this Agreement and the other Loan Documents to "Collateral" shall also mean and be a reference to the Collateral of such Additional Grantor, and (ii) the supplemental Schedules I-VIII attached to each Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I-VIII, respectively, hereto, and the Collateral Agent may attach such Schedules as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as supplemented pursuant hereto.

(g) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(h) In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Credit Agreement, *mutatis mutandi*.

(i) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding with respect to this Agreement any special, exemplary, punitive or consequential damages.

(j) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized, as of the date first above written.

GRANTORS:

LANTHEUS MEDICAL IMAGING, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

LANTHEUS MI INTERMEDIATE, INC.

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

LANTHEUS MI REAL ESTATE, LLC

By: Lantheus Medical Imaging, Inc., its sole member

By: /s/ Donald Kiepert
Name: Donald Kiepert
Title: President and Chief Executive Officer

SCHEDULE I

LEGAL NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS; STATES OR JURISDICTIONS OF ORGANIZATION; TYPE OF ORGANIZATION; FEDERAL EMPLOYER IDENTIFICATION NUMBER

Company Name	Organizational ID Number	State/Jurisdiction of Organization	Type of Organization	FEIN
Lantheus Medical Imaging, Inc.	3098309	Delaware	Corporation	51-0396366
Lantheus MI Intermediate, Inc.	4465403	Delaware	Corporation	32-0225450
Lantheus MI Real Estate, LLC	4469098	Delaware	Limited Liability Company	61-1549164

SCHEDULE II

INTELLECTUAL PROPERTY

A. COPYRIGHTS

None

B. PATENTS

See attached

C. TRADEMARKS

See attached

D. LEGAL NAMES USED BY ANY GRANTOR DURING THE PAST FIVE YEARS

Current Name	Former Name
Lantheus Medical Imaging, Inc..	Bristol-Myers Squibb Imaging, Inc..
Lantheus MI Intermediate, Inc.	ACP Lantern Intermediate Holdings, Inc.
Lantheus MI Real Estate, LLC	ACP Lantern Real Estate, LLC

Patents and Patent Applications

Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
USA	ESTER-SUBSTITUTED DIAMINEDITHIOLS AND RADIOLABELED COMPLEXES THEREOF	08/139894	20-Oct-93	5431900	11-Jul-95	Granted
Argentina	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P990100124	15-Jan-99			Pending
Australia	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	21155/99	14-Jan-99	746067	25-Jul-02	Granted
Australia	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	2006200015	14-Jan-99	2006200015	8-May-08	Granted
Brazil	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	PI9907066-9	14-Jan-99			Pending
Canada	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	2317921	14-Jan-99			Pending
Chile	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	54-1999	14-Jan-99			Pending
China	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	99802102.4	14-Jan-99	ZL 99802102.4	9-Mar-05	Granted
Europe	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	04075388.1	14-Jan-99			Granted
Hong Kong	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	04107194.5	14-Jan-99			Pending
Hungary	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P0100206	14-Jan-99			Pending
Israel	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	137018	14-Jan-99			Pending
Japan	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST					

	AGENTS BASED ON THESE	2000-539875	14-Jan-99			Pending
Korea	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	10-2000-7007716	14-Jan-99	10-0711663	19-Apr-07	Granted
Mexico	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	006299	14-Jan-99	265347	23-Mar-09	Granted
Norway	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	20003471	14-Jan-99	321866	16-Jul-06	Granted
New Zealand	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	505082	14-Jan-99	505082	3-Mar-03	Granted
Philippines	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	11999000083	14-Jan-99			Published
Russia	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	200000765	14-Jan-99	/002978	26-Dec-02	Granted
Poland	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	P342473	14-Jan-99	193672	5-Feb-08	Granted
Singapore	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND	200003772-1	14-Jan-99	74468 [WO 99/36104]	31-Jul-02	Granted
Slovakia	PREPARATION OF A LIPID BLENDAND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	PV1031-2000S	14-Jan-99	285333	6-Sep-06	Granted
Taiwan	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	088100521	22-Feb-99	I242448	1-Nov-05	Granted
USA	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	10/667931	22-Sep-03			Pending
South Africa	PREPARATION OF A LIPIDBLEND AND A PHOSPHOLIPID SUSPENSION CONTAINING THE LIPID BLEND, AND CONTRAST AGENTS BASED ON THESE	99/0247	14-Jan-99	99/0247	27-Sep-00	Granted
Australia	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	2002243807	1-Feb-02	2002243807	7-Jun-07	Granted
Canada	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	2437217	1-Feb-02			Pending

Europe	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	02709316.0	1-Feb-02			Published
Norway	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	20033435	1-Feb-02			Pending
USA	APPARATUS AND METHODS FOR ON-LINE MONITORING OF FLUORINATED MATERIAL IN HEADSPACE OF VIAL	10/062206	1-Feb-02	6943692	13-Sep-05	Granted
Canada	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	2069759	19-Dec-90	2069759	16-Jan-07	Granted
Japan	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	503276/91	19-Dec-90	3309356	24-May-02	Granted
USA	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING AND METHODS FOR PREPARING THE SAME	07/818069	8-Jan-92	5230882	27-Jul-93	Granted
USA	IONOPHORE CONTAINING LIPOSOMERS FOR ULTRASOUND IMAGING	07/967974	27-Oct-92	5352435	4-Oct-94	Granted
USA	LIPOSOMES AS CONTRAST AGENTS FOR ULTRASONIC IMAGING	08/395683	28-Feb-95	5456901	10-Oct-95	Granted
USA	NOVEL THERAPEUTIC DELIVERY SYSTEMS RELATED APPLICATIONS	08/160232	30-Nov-93	5542935	6-Aug-96	Granted
Austria	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	ATE203148 T2	18-Jul-01	Granted
Australia	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	20020/92	31-Mar-92	667471	13-Aug-96	Granted

Belgium	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Canada	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	2110491	31-Mar-92	2110491	24-Jul-07	Granted
Switzerland	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Germany	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	69231950.6-08	18-Jul-01	Granted
Denmark	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Europe	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Spain	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
France	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
United Kingdom	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Greece	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Italy	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	35846 BE/2004	18-Jul-01	Granted
Japan	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	500847/93	31-Mar-92	3456584	1-Aug-03	Granted
Liechtenstein	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Luxembourg	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Netherlands	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
Sweden	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	92912456.8	31-Mar-92	0616508	18-Jul-01	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	07/717084	18-Jun-91	5228446	20-Jul-93	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/017683	12-Feb-93	5305757	26-Apr-94	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/088268	7-Jul-93	5348016	20-Sep-94	Granted
USA	GAS FILLED LIPOSOMES AND THEIR USE AS ULTRASONIC CONTRAST AGENTS	08/199462	22-Feb-94	5769080	23-Jun-98	Granted
Austria	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	ATE233574 T1	5-Mar-03	Granted
Australia	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	70431/94	20-May-94	683900	6-Aug-98	Granted
Australia	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	56271/98	24-Feb-98	713127	9-Mar-00	Granted
Belgium	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Brazil	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	PI1100994-2	14-May-97	PI1100994-2	7-Dec-99	Granted
Canada	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	2164845	20-May-94	2164845	29-Apr-08	Granted
Switzerland	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
China	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94192402.5	20-May-94	ZL94192402.5	19-Oct-03	Granted
Germany	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	69432219.9-08	5-Mar-03	Granted
Denmark	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Europe	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted

Spain	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC

France	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
United Kingdom	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
Greece	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Hong Kong	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	99105053.5	20-Feb-04	HK1028943	14-May-04	Granted
Ireland	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Italy	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	24556 BE/2003	5-Mar-03	Granted - SPC
Japan	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	501839/95	20-May-94	4274387	13-Mar-09	Granted
Japan	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	2007-190697	23-Jul-07			Pending
Liechtenstein	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted
Luxembourg	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Netherlands	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Portugal	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
Sweden	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	94919208.2	20-May-94	0712293	5-Mar-03	Granted - SPC
USA	METHODS OF PREPARING GAS AND GASEOUS PRECURSOR-FILLED MICROSPHERES	08/159687	30-Nov-93	5585112	17-Dec-96	Granted
USA	METHODS OF PREPARING GASEOUS PRECURSOR-FILLED MICROSPHERES	08/487230	6-Jun-95	5853752	29-Dec-98	Granted
Argentina	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	P960101458	21-Feb-96	AR003110B1	28-Dec-05	Granted
Australia	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	31465/95	26-Jul-95	708341	18-Nov-99	Granted
Canada	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	2200061	26-Jul-95	2200061	10-Apr-07	Granted
Switzerland	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Chile	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	217-1996	15-Feb-96			Pending
China	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95195094.0	26-Jul-95	ZL95195094.0	8-Jan-03	Granted
Germany	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	69533261.9-08	14-Jul-04	Granted
Europe	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Europe	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	04076135.5	26-Jul-95			Granted
Spain	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
France	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
United Kingdom	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Greece	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted

Ireland	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	0788348	14-Jul-04	Granted
Italy	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	95927429.1	26-Jul-95	31278 BE/2004	14-Jul-04	Granted
Japan	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	510174/96	26-Jul-95	4004063	31-Aug-07	Granted
Mexico	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	PA/a/1997/001969	26-Jul-95	210448	25-Sep-02	Granted

Mexico	CONTAINER WITH MULTI-PHASE COMPOSITION FOR USE IN DIAGNOSTIC AND THERAPEUTIC APPLICATIONS	PA/a/2002/006115	19-Jun-02			Granted
USA	NOVEL COMPOSITIONS OF LIPIDS AND STABILIZING MATERIALS	08/417238	5-Apr-95	5705187	6-Jan-98	Granted
Australia	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	75947/96	6-Jun-96	703846	15-Jul-99	Granted
Canada	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	2218860	6-Jun-96	2218860	5-Dec-06	Granted
China	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96194425.0	6-Jun-96	ZL96194425.0	5-Oct-05	Granted
Germany	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Europe	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Spain	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
France	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
United Kingdom	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Hong Kong	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	98111007.1	28-Sep-98	1010127	4-May-06	Granted
Ireland	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	96938613.5	6-Jun-96	0840570	13-Aug-03	Granted
Japan	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	503846/97	6-Jun-96	3645909	10-Feb-05	Granted
USA	APPARATUS AND METHOD FOR MAKING GAS-FILLED VESICLES OF OPTIMAL SIZE	08/482294	7-Jun-95	5656211	12-Aug-97	Granted
Austria	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	ATE227960	20-Nov-02	Granted
Belgium	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Switzerland	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Germany	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Denmark	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Europe	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Spain	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
France	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
United Kingdom	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Greece	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Ireland	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Italy	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	20774 BE/2003	20-Nov-02	Granted
Liechtenstein	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Luxembourg	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Netherlands	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Portugal	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
Sweden	METHODS OF PREPARING GAS-FILLED LIPOSOMES	94919184.5	19-May-94	0711127	20-Nov-02	Granted
USA	METHODS OF PREPARING GAS-FILLED LIPOSOMES	08/076239	11-Jun-93	5469854	28-Nov-95	Granted
USA	METHODS OF PREPARING GAS-FILLED LIPOSOMES	08/471250	6-Jun-95	5715824	10-Feb-98	Granted
Austria	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted

Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	17442/92	18-Mar-92	660676	14-Nov-95	Granted
Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	33103/95	18-Mar-92	698209	2-May-02	Granted
Australia	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	14280/99	18-Mar-92	740155	14-Feb-02	Granted
Belgium	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Brazil	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	PI1100619-6	13-May-97	PI1100619-6	1-Aug-00	Granted
Canada	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	2107466	18-Mar-92	2107466	3-Jul-01	Granted

Switzerland	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Germany	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	69229342.6	18-Mar-92	0580726	2-Jun-99	Granted
Denmark	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Europe	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Spain	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
France	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
United Kingdom	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Greece	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Italy	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
Japan	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	509585/92	18-Mar-92	3518548	6-Feb-04	Granted
Japan	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	2002-339373	18-Mar-92	3888684	8-Dec-06	Granted
Netherlands	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	92910021.2	18-Mar-92	0580726	2-Jun-99	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	07/680984	5-Apr-91	5205290	27-Apr-93	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	07/980594	19-Jan-93	5281408	25-Jan-94	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/116982 have C of C	7-Sep-93	5456900	10-Oct-95	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/449090	24-May-95	5547656	20-Aug-96	Granted
USA	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY, AND IN OTHER APPLICATIONS	90/004720	8-Aug-97	5547656	3-Oct-00	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	08/456738	1-Jun-95	5527521	18-Jun-96	Granted (PTE)
USA	LOW DENSITY MICROSPHERES AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY AND IN OTHER APPLICATIONS	08/878233	18-Jun-97	6528039	4-Mar-03	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	10/280844	25-Oct-02	6773696	10-Aug-04	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	10/864965	10-Jun-04	6998107	14-Feb-06	Granted
USA	LOW DENSITY MICROSPHERE AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY	11/252659	18-Oct-05	7344705	18-Mar-08	Granted
USA	COMPOSITION COMPRISING LOW DENSITY MICROSPHERES	12/014154	15-Jan-08			Published
USA	LOW DENSITY MICROSPHERES AND SUSPENSIONS AND THEIR USE AS CONTRAST AGENTS FOR COMPUTED TOMOGRAPHY AND IN OTHER APPLICATIONS	90/004719	8-Aug-97	5527521	9-Nov-99	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST					

	AGENT	3313197	16-Jun-97	733492	30-Aug-01	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	6188501	16-Jun-97	774666	14-Oct-04	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	2256592	16-Jun-97			Pending
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted

France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	99104828.2	16-Jun-97			Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	97928998.0	16-Jun-97	0930844	3-Sep-08	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING BY REGULATING THE ADMINISTRATION RATE OF A CONTRAST AGENT	08/666129	19-Jun-96	6033645	7-Mar-00	Granted
USA	IMPROVED METHODS FOR ULTRASOUND IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND MULTIPLE IMAGES AND PROCESSING OF SAME	08/982829	2-Dec-97	6231834	15-May-01	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	40898/97	26-Aug-97	732813	16-Aug-01	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	2263924	26-Aug-97	2263924	18-Nov-08	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	1017425	17-Oct-07	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	97938609.1	26-Aug-97	19026 BE/2008	17-Oct-07	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING INVOLVING THE USE OF A CONTRAST AGENT AND A CORONARY VASODILATOR	09/573265	18-May-00	6884407	26-Apr-05	Granted
Austria	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Austria	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Australia	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	42356/97	26-Aug-97	736056	8-Nov-01	Granted
Belgium	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Belgium	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A					

	CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Canada	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	2263568	26-Aug-97	2263568	2-Dec-08	Granted
Switzerland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Switzerland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	69718519.2-08	15-Jan-03	Granted
Germany	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	69738223.0-08	11-Jul-07	Granted
Denmark	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Denmark	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Europe	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted

Spain	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Spain	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Finland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Finland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
France	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
United Kingdom	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	00104933.2	26-Aug-97	HK1026139	23-May-03	Granted
Hong Kong	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03106479.4	26-Aug-97	HK1062802	14-Mar-08	Granted
Ireland	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	23096 BE/2003	15-Jan-03	Granted
Italy	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	31735 BE/2007	11-Jul-07	Granted
Japan	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	513669/98	26-Aug-97	4139440	13-Jun-08	Granted
Liechtenstein	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Liechtenstein	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Luxembourg	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Luxembourg	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Netherlands	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
Sweden	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	97940615.4	26-Aug-97	0977597	15-Jan-03	Granted
Sweden	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	03000267.9	26-Aug-97	1323434	11-Jul-07	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A					

	CONTRAST AGENT AND A VASODILATOR	08/790550	30-Jan-97	5846517	8-Dec-98	Granted
USA	IMPROVED METHODS FOR DIAGNOSTIC IMAGING USING A CONTRAST AGENT AND A VASODILATOR	09/143304	28-Aug-98	6071494	6-Jun-00	Granted
USA	NOVEL CATIONIC LIPIDS AND THE USE THEREOF	08/391938	21-Feb-95	5830430	3-Nov-98	Granted
USA	NOVEL CATIONIC LIPIDS AND THE USE THEREOF	09/073181	5-May-98	6056938	2-May-00	Granted
USA	PREPARATION OF PARAMAGNETIC NANOPARTICLES CONJUGATED TO LEUKOTRIENE B4 (LTB 4) RECEPTOR ANTAGONISTS AND THEIR USE AS MRI CONTRAST AGENTS FOR THE DETECTION OF INFECTION AND INFLAMMATION	11/959569	19-Dec-07			Pending
Canada	VITRONECTIN RECEPTOR ANTAGONIST COMPOUNDS AND THEIR USE IN THE PREPARATION OF PHARMACEUTICALS	2525396	12-May-04			Pending
USA		12/713890	26-Feb-10			Pending
USA	NOVEL INTEGRIN RECEPTOR ANTAGONISTS	08/980016	26-Nov-97	6130231	10-Oct-00	Granted

USA	INTEGRIN RECEPTOR ANTAGONISTS	09/510379	22-Feb-00	6358976	19-Mar-02	Granted
Canada	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	2324555	29-Mar-99			Pending
Germany	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	69925262.8-08	11-May-05	Granted
Europe	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Spain	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
France	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
United Kingdom	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Ireland	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
Italy	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	28490 BE/2005	11-May-05	Granted
Japan	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	2000-548013	29-Mar-99			Pending
Luxembourg	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	99941944.3	29-Mar-99	1068224	11-May-05	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	09/599295	21-Jun-00	6537520	25-Mar-03	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	10/342081	14-Jan-03	6800273	5-Oct-04	Granted
USA	PHARMACEUTICALS FOR THE IMAGING OF ANGIOGENIC DISORDERS	10/622246	18-Jul-03	7052673	30-May-06	Granted
Canada	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	2412854	21-Jun-01			Pending
Germany	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
Europe	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
France	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
United Kingdom	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	01952180.6	21-Jun-01	1307226	19-Nov-08	Granted
Canada	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	2349501	17-Dec-99			Pending
USA	QUINOLONE VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/281209	30-Mar-99	6524553	25-Feb-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/465300	17-Dec-99	6511648	28-Jan-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/948807	7-Sep-01	6683163	27-Jan-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/948390	7-Sep-01	6689337	10-Feb-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	09/947783	7-Sep-01	6743412	1-Jun-04	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST					

	PHARMACEUTICALS	09/599364	21-Jun-00	6511649	28-Jan-03	Granted
USA	VITRONECTIN RECEPTOR ANTAGONIST PHARMACEUTICALS	10/281015	26-Oct-02	7018611	28-Mar-06	Granted
Australia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2005214898	11-Feb-05			Pending
Brazil	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	PI0507684-6	11-Feb-05			Pending
Canada	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2556213	11-Feb-05			Pending
China	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200580006479.9	11-Feb-05			Published
Europe	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	05723066.6	11-Feb-05			Published
Israel	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	177275	11-Feb-05			Pending
India	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	4441/DELNP/2006	11-Feb-05			Published
Japan	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006-553329	11-Feb-05			Pending
Korea	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	10-2006-7016221	11-Feb-05			Pending
Mexico	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	PA/a/ 2006/008993	11-Feb-05			Pending
Norway	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	20064011	11-Feb-05			Pending
Russian Fed.	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006132814	11-Feb-05			Pending
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200900799-8	11-Feb-05			Pending
Taiwan	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	94112302	18-Apr-05			Pending
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	11/055498	10-Feb-05	7344702	18-Mar-08	Granted
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	12/014161	15-Jan-08			Published
South Africa	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2006/06429	11-Feb-05	2006/06429	27-Feb-08	Granted
Australia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2005238080	27-Apr-05			Pending
Canada	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	2564737	27-Apr-05			Pending
China	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200580021474.3	27-Apr-05			Published
Colombia	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	06109678	27-Apr-05			Pending
Europe	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	05756378.5	27-Apr-05			Published
Israel	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	178911	27-Apr-05			Pending
Korea	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	10-2006-7022493	27-Apr-05			Pending
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	200606895-1	27-Apr-05			Granted
Singapore	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING					Pending
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	11/113486	25-Apr-05	7485283	3-Feb-09	Granted
USA	CONTRAST AGENTS FOR MYOCARDIAL PERFUSION IMAGING	12/339694	19-Dec-08			Pending
PCT		TBD	15-Apr-10			Pending
PCT	CONTRAST AGENTS FOR APPLICATIONS INCLUDING PERFUSION IMAGING	PCT/US 2009/001247	27-Feb-09			Pending

PCT	CONTRAST AGENTS FOR APPLICATIONS INCLUDING PERFUSION IMAGING	PCT/US 2009/001296	27-Feb-09			Pending

USA	MATRIX METALLOPROTEINASE INHIBITORS AS TARGETING COMPONENTS IN DIAGNOSTIC AGENTS	09/783249	14-Feb-01	6656448	2-Dec-03	Granted
USA	MATRIX METALLOPROTEINASE INHIBITORS AS TARGETING COMPONENTS IN DIAGNOSTIC AGENTS	10/645272	21-Aug-03	7060248	13-Jun-06	Granted
Taiwan	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	98100454	8-Jan-09			Pending
USA	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	12/350628	8-Jan-09			Pending
PCT	N-ALKOXYAMIDE CONJUGATES AS IMAGING AGENTS	PCT/US 2009/000096	8-Jan-09			Pending
Taiwan	LIGANDS FOR IMAGING CONGESTIVE HEART FAILURE	096149600	21-Dec-07			Pending
Australia	LIGANDS FOR IMAGING CARDIAC INNERVATION	2007339954	21-Dec-07			Pending
Brazil	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US 2007/088500	21-Dec-07			Pending
Canada	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US 2007/088500	21-Dec-07			Pending
China	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US 2007/088500	21-Dec-07			Pending
Colombia	LIGANDS FOR IMAGING CARDIAC INNERVATION	09-076173	21-Dec-07			Pending
Europe	LIGANDS FOR IMAGING CARDIAC INNERVATION	7869717.4	21-Dec-07			Pending
Israel	LIGANDS FOR IMAGING CARDIAC INNERVATION	199563	21-Dec-07			Pending
India	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US 2007/088500	21-Dec-07			Pending
Japan	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
Korea	LIGANDS FOR IMAGING CARDIAC INNERVATION	10-2009-7015613	21-Dec-07			Pending
Mexico	LIGANDS FOR IMAGING CARDIAC INNERVATION	MX/a/2009/007018	21-Dec-07			Pending
Russia	LIGANDS FOR IMAGING CARDIAC INNERVATION	2009128591	21-Dec-07			Pending
Singapore	LIGANDS FOR IMAGING CARDIAC INNERVATION	200904382-9	21-Dec-07			Pending
South Africa	LIGANDS FOR IMAGING CARDIAC INNERVATION	PCT/US2007/088500	21-Dec-07			Pending
USA	LIGANDS FOR IMAGING CARDIAC INNERVATION	12/448,575	21-Dec-07			Pending
USA	METHOD AND APPARATUS FORSEPARATING IONS OF METALLIC ELEMENTS IN AQUEOUS SOLUTION	10/762990	22-Jan-04	7138643	21-Nov-06	Granted
USA	APPARATUS AND METHOD FOR THE PREPARATION OF A RADIOPHARMACEUTICAL FORMULATION	08/167685	15-Dec-93	5397902	14-Mar-95	Granted
Austria	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Belgium	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Switzerland	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Germany	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	69126893.2-08	16-Jul-97	Granted
Denmark	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Europe	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Spain	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
France	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
United Kingdom	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Greece	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Italy	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Liechtenstein	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Luxembourg	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
Netherlands	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted

Sweden	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	92902283.8	9-Oct-91	0646273	16-Jul-97	Granted
USA	STERILIZABLE RADIONUCLIDE GENERATOR AND METHOD FOR STERILIZING THE SAME	07/596273	12-Oct-90	5109160	28-Apr-92	Granted

Japan	METHOD AND APPARATUS FORSEPARATING IONS OF METALLIC ELEMENTS IN AQUEOUS SOLUTION	2003-552418	12/18/2002	4162141	8/1/2008	Granted
USA		61/178,006	13-May-09			Pending
PCT		PCT/US2009/002998	13-May-09			Pending
USA	METHODS OF MAKING RADIOLABELED TRACERS AND PRECURSORS THEREOF	11/492,729	27-Jul-06			Pending
Canada	METHODS OF MAKING RADIOLABELED TRACERS AND PRECURSORS THEREOF	2618988				Pending
USA		61/302,477	8-Feb-10			Pending
USA		61/315,376	18-Mar-10			Pending
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/034,522	20-Dec-01	6676929	13-Jan-04	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/354,723	30-Jan-03	7011815	14-Mar-06	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/755,506	12-Jan-04	7060250	13-Jun-06	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	10/755,507	12-Jan-04	7229606	12-Jun-07	Granted
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/472,842	22-Jun-06			Published
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/526,302	25-Sep-06			Published
USA	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	11/526,312	25-Sep-06			Published
Australia	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	46543/96	16-Jan-96	689700	16-Jul-98	Granted
Canada	DIAGNOSTIC IMAGING CONTRAST AGENTS WITH EXTENDED BLOOD RETENTION	2211100	16-Jan-96	2211100	20-Mar-07	Granted
USA	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	08/833,745	11-Apr-97	5919967	06-Jul-99	Granted
Australia	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	60425/98	27-Jan-98	728902	03-May-01	Granted
Canada	PROCESS FOR SYNTHESIZING PHOSPHODIESTERS	2285417	27-Jan-98	2285417	24-Jan-06	Granted
USA	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	09/887,706	08-Sep-00	6861045	01-Mar-05	Granted
USA	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	10/961,872	08-Oct-04	7175829	13-Feb-07	Granted
Australia	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORING INTERVENTIONAL THERAPIES	96686/98	24-Sep-98	742438	18-Apr-02	Granted
Canada	CONTRAST-ENHANCED DIAGNOSTIC IMAGING METHOD FOR MONITORINGINTERVENTIONAL THERAPIES	2303426	24-Sep-98	2303426	23-Sep-08	Granted
Canada	METHODS FOR LYMPH SYSTEM IMAGING	2660717	16-Aug-07			Pending
USA	METHODS FOR LYMPH SYSTEM IMAGING	11/840,070	16-Aug-07			Published
USA	IMAGING SEXUAL RESPONSE	09/718,161	21-Nov-00	6548044	15-Apr-03	Granted
USA	IMAGING SEXUAL RESPONSE	10/291,900	08-Nov-02	6969507	29-Nov-05	Granted
USA	IMAGING SEXUAL RESPONSE	11/184,271	18-Jul-05			Published
USA	STEADY STATE PERFUSION METHODS	11/346,884	03-Feb-06			Published
Australia	STEADY STATE PERFUSION METHODS	2006210398	03-Feb-06			Pending
Canada	STEADY STATE PERFUSION METHODS	2596863	03-Feb-06			Pending
USA	INTEGRIN TARGETED IMAGING AGENTS	11/971818	09-Jan-08	7566442	28-Jul-09	Granted
USA	INTEGRIN TARGETED IMAGING AGENTS	10/351463	24-Jan-03	7255875	14-Aug-07	Granted
USA	INTEGRIN TARGETED IMAGING AGENTS	11/305416	16-Dec-05	7344698	18-Mar-08	Granted
USA	THERMAL PREACTIVATION OF GASEOUS PRECURSOR FILLED COMPOSITIONS	08/929847	15-Sep-97	6548047	15-Apr-03	Granted

Trademarks and Trademark Applications

Mark	Country	Application No.	Filing Date	Reg No.	Reg Date	Status
ABLAVAR (BLOCK)	Argentina	2642605	2-Jan-06			Pending
ABLAVAR (BLOCK)	Austria	AM8773/2005	29-Dec-05	231337	24-Apr-06	Registered
ABLAVAR (BLOCK)	Australia	1054235	6-May-05	1054235	19-Dec-05	Registered

ABLAVAR (BLOCK)	Brazil	827589522	15-Jul-05	827589522	18-Dec-07	Registered
ABLAVAR (BLOCK)	Benelux	1098847	23-Dec-05	788831	6-Apr-06	Registered
ABLAVAR (BLOCK)	Canada	1256778	6-May-05			Published
ABLAVAR (BLOCK)	Switzerland	55642/2005	8-Jul-05	536787	18-Aug-05	Registered
ABLAVAR (BLOCK)	China (People's Republic)	4775929	12-Jul-05	4775929	14-Jan-09	Registered
ABLAVAR (BLOCK)	Cyprus, Republic of	71986	2-Jan-06			Pending
ABLAVAR (BLOCK)	Czech Republic	432910	29-Dec-05	282088	26-Jul-06	Registered
ABLAVAR (BLOCK)	Germany	305269844/05	9-May-05	30526984	4-Nov-05	Registered
ABLAVAR (BLOCK)	Denmark	VA 2005 05903	29-Dec-05	VR 2006 01176	30-Mar-06	Registered
ABLAVAR (BLOCK)	Estonia	M200501718	29-Dec-05	43492	22-Jan-07	Registered
ABLAVAR (BLOCK)	European Community	4390464	15-Apr-05	4390464	22-Feb-06	Registered
ABLAVAR (BLOCK)	Spain	2650581(9)	9-May-05	2650581	23-Mar-06	Registered
ABLAVAR (BLOCK)	Finland	T200503494	29-Dec-05	236462	31-Jul-06	Registered
ABLAVAR (BLOCK)	France	053357818	9-May-05	053357818	14-Oct-05	Registered
ABLAVAR (BLOCK)	United Kingdom	2391178	6-May-05	2391178	21-Oct-05	Registered
ABLAVAR (BLOCK)	Greece	151178	30-Dec-05	151178	17-Apr-07	Registered
ABLAVAR (BLOCK)	Hungary	M0600105	11-Jan-06	188565	8-Feb-07	Registered
ABLAVAR (BLOCK)	Ireland	2005/02681	29-Dec-05	233320	19-Jul-06	Registered
ABLAVAR (BLOCK)	Iceland	4147/2005	29-Dec-05	186/2006	3-Feb-06	Registered
ABLAVAR (BLOCK)	Italy	TO2005 C001418	9-May-05	1174404	5-Mar-09	Registered
ABLAVAR (BLOCK)	Japan	2005-40339	9-May-05	4955744	26-May-06	Registered
ABLAVAR (BLOCK)	Lithuania	2005 2270	29-Dec-05	54034	1-Sep-07	Registered
ABLAVAR (BLOCK)	Latvia	M-05-1848	30-Dec-05	M57473	20-Apr-07	Registered
ABLAVAR (BLOCK)	Malta	44677	29-Dec-05	44677	19-Jun-06	Registered
ABLAVAR (BLOCK)	Mexico	727377	8-Jul-05	920285	22-Feb-06	Registered
ABLAVAR (BLOCK)	Norway	200514758	30-Dec-05	234225	10-Aug-06	Registered
ABLAVAR (BLOCK)	Poland	Z-304421	3-Jan-06	194640	11-Sep-07	Registered
ABLAVAR (BLOCK)	Portugal	396869	6-Jan-06	396869	25-May-07	Registered
ABLAVAR (BLOCK)	Sweden	2005/09882	30-Dec-05	380541	28-Apr-06	Registered
ABLAVAR (BLOCK)	Slovenia	Z-200571839	29-Dec-05	200571839	22-Jun-06	Registered
ABLAVAR (BLOCK)	Slovakia	2456-2005	29-Dec-05	216455	11-Jan-07	Registered

ABLAVAR (BLOCK)	United States of America	78/929561	14-Jul-06	3769439	30-Mar-10	Registered
AROLUME (BLOCK)	Switzerland	53834/2005	9-May-05	535032	27-Jun-05	Registered
AROLUME (BLOCK)	European Community	4421591	4-May-05	4421591	9-Mar-06	Registered
AROLUME (BLOCK)	Iceland	1236/2005	9-May-05	556/2005	6-Jun-05	Registered
AROLUME (BLOCK)	Norway	200504403	11-May-05	231175	6-Mar-06	Registered
ASPECTIV (BLOCK)	Iceland	1211/2005	9-May-05	531/2005	6-Jun-05	Registered
ASPECTIV (BLOCK)	Norway	200504396	11-May-05	231161	3-Mar-06	Registered
AU COEUR DE L'INNOVATION (BLOCK)	Canada	1174870	15-Apr-03	TMA663062	21-Apr-06	Registered
CARDIOLITE (BLOCK)	United Arab Emirates	31093	28-Apr-99			Published
CARDIOLITE (BLOCK)	Argentina	2308142	22-Sep-00	1889547	9-Oct-02	Registered
CARDIOLITE (BLOCK)	Austria	AM3202/88	15-Jul-88	122358	11-Nov-88	Registered
CARDIOLITE (BLOCK)	Australia	465624	21-May-87	465624	22-May-89	Registered
CARDIOLITE (BLOCK)	Bosnia and Herzegovina	BAZ058668A	26-Apr-05	BAZ058668A	4-Nov-09	Registered
CARDIOLITE (BLOCK)	Bahrain	49417	3-Aug-06	49417	3-Aug-06	Registered
CARDIOLITE (BLOCK)	Brazil	813573521	11-Jun-87	813573521	27-Nov-90	Registered
CARDIOLITE (BLOCK)	Benelux	0058861	26-May-87	430568	26-May-87	Registered
CARDIOLITE (BLOCK)	Canada	0592765	1-Oct-87	TMA355389	5-May-89	Registered
CARDIOLITE (BLOCK)	Switzerland	5106	15-Jul-88	364924	21-Dec-88	Registered
CARDIOLITE (BLOCK)	Chile	677859	1-Mar-05	727742	16-Jun-05	Registered
CARDIOLITE (BLOCK)	China (People's Republic)	9004153	16-Feb-90	595940	20-May-92	Registered
CARDIOLITE (BLOCK)	Colombia	374939	5-Feb-93	185322	28-Feb-95	Registered
CARDIOLITE (BLOCK)	Costa Rica	83836	26-Aug-93	83836	30-Aug-93	Registered
CARDIOLITE (BLOCK)	Germany	D433985WZ	26-May-87	1163253	30-Aug-90	Registered
CARDIOLITE (BLOCK)	Denmark	1988 04954	18-Jul-88	1990 00859	16-Feb-90	Registered
CARDIOLITE (BLOCK)	Egypt	89620	10-Jan-94	89620	31-May-97	Registered
CARDIOLITE (BLOCK)	European Community	6800551	2-Apr-08	6800551	18-Dec-08	Registered
CARDIOLITE (BLOCK)	Spain	1,198,786	12-Jun-87	1,198,786	5-Oct-89	Registered
CARDIOLITE (BLOCK)	Finland	3111/88	19-Jul-88	109747	5-Dec-90	Registered
CARDIOLITE (BLOCK)	France	858531	27-May-87	1411084	27-May-87	Registered
CARDIOLITE (BLOCK)	United Kingdom	1310679	21-May-87	1310679	8-Sep-89	Registered

CARDIOLITE (BLOCK)	Greece	89978	1-Aug-88	89978	17-Oct-91	Registered
CARDIOLITE (BLOCK)	Hong Kong	300683631	19-Jul-06	300683631	6-Feb-07	Registered
CARDIOLITE (BLOCK)	Croatia	Z20050481	19-Apr-05	Z20050481	28-Feb-06	Registered
CARDIOLITE (BLOCK)	Hungary	M9301931	29-Jul-88	127666	23-Jan-89	Registered
CARDIOLITE (BLOCK)	Indonesia	D99-13523	4-Aug-99	511371	1-Jul-02	Registered
CARDIOLITE (BLOCK)	Israel	72262	17-Apr-89	72262	17-Mar-93	Registered
CARDIOLITE (BLOCK)	India	497824	14-Sep-88	497824	14-Sep-88	Registered

CARDIOLITE (BLOCK)	Italy	36032C/88	9-Aug-88	844131	14-Jun-91	Registered
CARDIOLITE (BLOCK)	Jordan	87575	23-Jul-06			Published
CARDIOLITE (BLOCK)	Japan	57085/87	25-May-87	2212950	23-Feb-90	Registered
CARDIOLITE (BLOCK)	Korea, Republic of	88-20575	10-Sep-88	40-192678	31-May-90	Registered
CARDIOLITE (BLOCK)	Kuwait	78557	19-Jul-06			Pending
CARDIOLITE (BLOCK)	Macedonia	Z-2005/233	15-Apr-05	12756	13-Mar-07	Registered
CARDIOLITE (BLOCK)	Mexico	656568	17-May-04	838248	17-Jun-04	Registered
CARDIOLITE (BLOCK)	Norway	872079	22-May-07	134431	1-Dec-88	Registered
CARDIOLITE (BLOCK)	New Zealand	233259	6-Jan-94	233259	5-Jul-96	Registered
CARDIOLITE (BLOCK)	Oman	40911	25-Jul-06	40911	10-Jul-07	Registered
CARDIOLITE (BLOCK)	Panama	074219	27-Jan-95	074219	16-May-96	Registered
CARDIOLITE (BLOCK)	Philippines	4-1998-005736	31-Jul-98	4-1998-005736	30-Jul-05	Registered
CARDIOLITE (BLOCK)	Poland	Z-86307	8-Aug-88	63998	8-Aug-88	Registered
CARDIOLITE (BLOCK)	Portugal	354442	13-Mar-01	354442	30-Jun-04	Registered
CARDIOLITE (BLOCK)	Russian Federation	I09652	9-Aug-88	85120	3-Apr-89	Registered
CARDIOLITE (BLOCK)	Saudi Arabia	7416	11-Sep-88	192/16	27-Feb-89	Registered
CARDIOLITE (BLOCK)	Sweden	87-4401	14-Jun-87	215044	3-Nov-89	Registered
CARDIOLITE (BLOCK)	Singapore	S/439/94	19-Jan-94	T94/00439E	19-Jan-94	Registered
CARDIOLITE (BLOCK)	Slovenia	Z-200570518	14-Apr-05	Z-200570518	6-Feb-06	Registered
CARDIOLITE (BLOCK)	Thailand	259749	3-Feb-94	TM28685	12-May-95	Registered
CARDIOLITE (BLOCK)	Turkey	43591	24-Aug-88	107201	24-Aug-88	Registered
CARDIOLITE (BLOCK)	Taiwan	29883	3-Jun-87	388319	16-Jan-88	Registered
CARDIOLITE (BLOCK)	United States of America	73/662052	21-May-87	1484982	19-Apr-88	Registered
CARDIOLITE (BLOCK)	Uruguay	266038	21-Oct-93	358.403	11-Jan-95	Registered
CARDIOLITE (BLOCK)	Venezuela	94-16939	20-Dec-94	188034-P	9-Feb-96	Registered
CARDIOLITE (BLOCK)	Viet Nam	4-1993-14734	27-Jul-93	12212	16-Jun-94	Registered
CARDIOLITE (BLOCK)	South Africa	88/5957	18-Jul-88	88/5957	7-Nov-90	Registered
CARDIOLITE IN KATAKANA	Japan	95714/87	25-Aug-87	2266312	21-Sep-90	Registered
CLEARAGE (BLOCK)	Switzerland	53869/2005	10-May-05	534934	23-Jun-05	Registered
CLEARAGE (BLOCK)	European Community	4430229	10-May-05	4430229	25-Apr-06	Registered
CLEARAGE (BLOCK)	Iceland	1225/2005	9-May-05	545/2005	6-Jun-05	Registered
CLEARAGE (BLOCK)	Norway	200504405	11-May-05	231180	6-Mar-06	Registered
CONSTALITE (BLOCK)	Switzerland	53925/2005	11-May-05	535348	5-Jul-05	Registered
CONSTALITE (BLOCK)	European Community	4388518	15-Apr-05	4388518	22-Feb-06	Registered
CONSTALITE (BLOCK)	Iceland	1212/2005	9-May-05	532/2005	6-Jun-05	Registered
CONSTALITE (BLOCK)	Norway	200504368	11-May-05	231265	8-Mar-06	Registered
CONSTELITE (BLOCK)	Austria	AM 6792/2005	11-Oct-05	229 298	10-Jan-06	Registered

CONSTELITE (BLOCK)	Australia	1079053	4-Oct-05	1079053	22-May-06	Registered
CONSTELITE (BLOCK)	Benelux	1086689	3-Oct-05	784455	7-Mar-06	Registered
CONSTELITE (BLOCK)	Switzerland	53929/2005	11-May-05	535350	5-Jul-05	Registered
CONSTELITE (BLOCK)	China (People's Republic)	4932556	8-Oct-05	4932556	21-Feb-09	Registered
CONSTELITE (BLOCK)	Czech Republic	O-430240	3-Oct-05	280408	19-Apr-06	Registered
CONSTELITE (BLOCK)	Germany	305 58 724.2/05	4-Oct-05	30558724	12-Dec-05	Registered
CONSTELITE (BLOCK)	Denmark	VA200504171	3-Oct-05	VR200503905	11-Oct-05	Registered
CONSTELITE (BLOCK)	Estonia	M200501257	3-Oct-05	43142	22-Sep-06	Registered
CONSTELITE (BLOCK)	European Community	4388641	15-Apr-05	4388641	22-Feb-06	Registered
CONSTELITE (BLOCK)	Spain	2672702	4-Oct-05	2672702	30-May-06	Registered
CONSTELITE (BLOCK)	Finland	T200502575	3-Oct-05	236053	31-May-06	Registered
CONSTELITE (BLOCK)	France	053383474	3-Oct-05	053383474	10-Mar-06	Registered
CONSTELITE (BLOCK)	United Kingdom	2402993	3-Oct-05	2402993	24-Mar-06	Registered
CONSTELITE (BLOCK)	Greece	150994	10-Oct-05	150994	19-Mar-07	Registered
CONSTELITE (BLOCK)	Hungary	M0503233	6-Oct-05	187777	11-Dec-06	Registered
CONSTELITE (BLOCK)	Ireland	2005/02036	3-Oct-05	232693	10-Apr-06	Registered

CONSTELITE (BLOCK)	Iceland	1214/2005	9-May-05	534/2005	6-Jun-05	Registered
CONSTELITE (BLOCK)	Italy	TO2005C002840	5-Oct-05	1175186	6-Mar-09	Registered
CONSTELITE (BLOCK)	Japan	2005-92510	4-Oct-05	4999886	2-Nov-06	Registered
CONSTELITE (BLOCK)	Lithuania	2005 1732	3-Oct-05	53451	15-May-07	Registered
CONSTELITE (BLOCK)	Latvia	M051426	30-Nov-05	M57210	20-Jan-07	Registered
CONSTELITE (BLOCK)	Malta	44352	5-Oct-05	44352	1-Feb-06	Registered
CONSTELITE (BLOCK)	Norway	200504369	11-May-05	231267	8-Mar-06	Registered
CONSTELITE (BLOCK)	Poland	Z-300785	4-Oct-05	191177	5-Dec-07	Registered
CONSTELITE (BLOCK)	Portugal	394593	14-Oct-05	394593	11-Aug-06	Registered
CONSTELITE (BLOCK)	Sweden	2005/07289	4-Oct-05	378117	13-Jan-06	Registered
CONSTELITE (BLOCK)	Singapore	T05/19228Z	4-Oct-05	T05/19228	13-Jul-06	Registered
CONSTELITE (BLOCK)	Slovenia	Z-200571366	3-Oct-05	200571366	24-Apr-06	Registered
CONSTELITE (BLOCK)	Slovakia	1819-2005	3-Oct-05	215213	11-Sep-06	Registered
CONSTILITE (BLOCK)	Switzerland	53927/2005	11-May-05	535349	5-Jul-05	Registered
CONSTILITE (BLOCK)	European Community	4388559	15-Apr-05	4388559	31-Mar-06	Registered
CONSTILITE (BLOCK)	Iceland	1213/2005	9-May-05	533/2005	6-Jun-05	Registered
CONSTILITE (BLOCK)	Norway	200504397	11-May-05	231268	8-Mar-06	Registered
CORRELITE (BLOCK)	Switzerland	53864/2005	10-May-05	534929	23-Jun-05	Registered
CORRELITE (BLOCK)	European Community	4430427	10-May-05	4430427	21-Mar-06	Registered
CORRELITE (BLOCK)	Iceland	1220/2005	9-May-05	540/2005	6-Jun-05	Registered
CORRELITE (BLOCK)	Norway	200504373	11-May-05	231303	9-Mar-06	Registered

CRESONATE (BLOCK)	Switzerland	53868/2005	10-May-05	534933	23-Jun-05	Registered
CRESONATE (BLOCK)	European Community	4430369	10-May-05	4430369	5-Apr-06	Registered
CRESONATE (BLOCK)	Iceland	1224/2005	9-May-05	544/2005	6-Jun-05	Registered
CRESONATE (BLOCK)	Norway	200504376	11-May-05	231312	9-Mar-06	Registered
DEFINITY	Austria	AM6773/2003	14-Oct-03	214791	13-Jan-04	Registered
DEFINITY	Benelux	1041399	7-Oct-03	744968	7-Oct-03	Registered
DEFINITY	Denmark	VA200303637	8-Oct-03	VR200304229	23-Dec-03	Registered
DEFINITY	European Community	4043428	24-Sep-04	4043428	16-Jun-06	Registered
DEFINITY	Italy	T02004C002801	27-Sep-04			Pending
DEFINITY	Jordan		9-Dec-03	72919	16-Jun-04	Registered
DEFINITY (BLOCK)	United Arab Emirates	58056	30-Dec-03	49158	31-Oct-04	Registered
DEFINITY (BLOCK)	Argentina	2481681	4-Dec-03	2038737	19-Aug-05	Registered
DEFINITY (BLOCK)	Bulgaria	73798	24-Sep-04	55703	20-Sep-06	Registered
DEFINITY (BLOCK)	Bahrain	40543	19-Jan-04	40543	3-Aug-06	Registered
DEFINITY (BLOCK)	Brazil	821165925	23-Oct-98	821165925	2-May-07	Registered
DEFINITY (BLOCK)	Benelux	917629	11-Jun-98	647455	11-Jun-98	Registered
DEFINITY (BLOCK)	Canada	885825	29-Jul-98	TMA604670	10-Mar-04	Registered
DEFINITY (BLOCK)	Switzerland	04519	5-Jun-98	456755	4-Dec-98	Registered
DEFINITY (BLOCK)	Switzerland	56283/2004	17-Sep-04	528677	14-Dec-04	Registered
DEFINITY (BLOCK)	Chile	627594	11-Nov-03	695895	22-Jun-04	Registered
DEFINITY (BLOCK)	China (People's Republic)	2000175322	13-Nov-00	1684547	21-Dec-01	Registered
DEFINITY (BLOCK)	Colombia	T2003/095330	27-Oct-03	288124	9-Sep-04	Registered
DEFINITY (BLOCK)	Czech Republic	359595	23-Sep-04	277224	22-Dec-05	Registered
DEFINITY (BLOCK)	Germany	398325103	10-Jun-98	39832510	6-Nov-98	Registered
DEFINITY (BLOCK)	Germany	303520582/82	9-Oct-03	30352058	6-Apr-04	Registered
DEFINITY (BLOCK)	Denmark	VA199802556	10-Jun-98	VR199803549	4-Nov-98	Registered
DEFINITY (BLOCK)	Estonia	M200401427	22-Sep-04	42075	11-Jan-06	Registered
DEFINITY (BLOCK)	Egypt		25-Oct-03	162754	16-Mar-06	Registered
DEFINITY (BLOCK)	Spain	2614823 (4)	23-Sep-04	2614823	2-Feb-05	Registered
DEFINITY (BLOCK)	Finland	T200400588	10-Mar-04	231633	30-Nov-04	Registered
DEFINITY (BLOCK)	France	03 3 250 257	9-Oct-03	03 3 250 257	19-Mar-04	Registered
DEFINITY (BLOCK)	United Kingdom	2374021	24-Sep-04	2374021	18-Mar-05	Registered
DEFINITY (BLOCK)	Greece	137184	12-Jun-98	137184	19-Feb-01	Registered
DEFINITY (BLOCK)	Greece	150072	7-Oct-04	150072	18-Apr-06	Registered
DEFINITY (BLOCK)	Hong Kong	300118539	27-Nov-03	300118539	10-Aug-04	Registered
DEFINITY (BLOCK)	Hungary	M0403974	27-Sep-04	184834	12-Jun-06	Registered
DEFINITY (BLOCK)	Indonesia	DOO-28189	24-Nov-00	491755	1-Oct-01	Registered

DEFINITY (BLOCK)	Ireland	98/2416	8-Jun-98	209318	31-Mar-00	Registered
DEFINITY (BLOCK)	Ireland	2003/01875	7-Oct-03	228069	7-May-04	Registered

DEFINITY (BLOCK)	Israel	167544	24-Oct-03	167544	5-Sep-04	Registered
DEFINITY (BLOCK)	India	970339	14-Nov-00	970339	31-Mar-05	Registered
DEFINITY (BLOCK)	Iceland	1091/1998	10-Jun-98	1181/1998	24-Nov-98	Registered
DEFINITY (BLOCK)	Iceland	2418/2004	17-Sep-04	841/2004	6-Oct-04	Registered
DEFINITY (BLOCK)	Italy	RM98C003094	17-Jun-98	839885	8-Mar-01	Registered
DEFINITY (BLOCK)	Korea, Republic of	40-2000-52536	11-Nov-00	40-0516449	29-Mar-02	Registered
DEFINITY (BLOCK)	Kuwait	61869	30-Nov-03	52503	30-Nov-03	Registered
DEFINITY (BLOCK)	Lebanon	96379	8-Jan-04	96379	8-Jan-04	Registered
DEFINITY (BLOCK)	Lithuania	20041886	22-Sep-04	51288	14-Mar-06	Registered
DEFINITY (BLOCK)	Latvia	M-04-1443	22-Sep-04	M55649	20-Nov-05	Registered
DEFINITY (BLOCK)	Macao	N/017396	1-Jun-05	N/017396	6-Oct-05	Registered
DEFINITY (BLOCK)	Malta		30-Sep-04	42705	21-Mar-05	Registered
DEFINITY (BLOCK)	Mexico	626695	28-Oct-03	821941	25-Feb-04	Registered
DEFINITY (BLOCK)	Malaysia	00015872	8-Nov-00	00015872	29-Nov-07	Registered
DEFINITY (BLOCK)	Norway	200309427	9-Oct-03	223995	9-Aug-04	Registered
DEFINITY (BLOCK)	New Zealand	705127	27-Nov-03	705127	5-Jul-04	Registered
DEFINITY (BLOCK)	Oman		16-Dec-03	32096	10-Jul-05	Registered
DEFINITY (BLOCK)	Philippines	4-2003-009869	27-Oct-03	4-2003-009869	17-Aug-06	Registered
DEFINITY (BLOCK)	Pakistan	648	10-Nov-00	167487	10-Nov-00	Registered
DEFINITY (BLOCK)	Poland	Z-285820	24-Sep-04	188252	24-Sep-04	Registered
DEFINITY (BLOCK)	Portugal	375909	16-Oct-03	375909	3-Nov-04	Registered
DEFINITY (BLOCK)	Romania	M2004 08155	22-Sep-04	NR63773	22-Sep-04	Registered
DEFINITY (BLOCK)	Saudi Arabia	86886	27-Dec-03	747/49	20-Sep-04	Registered
DEFINITY (BLOCK)	Sweden	1998/04656	11-Jun-98	338235	9-Jun-00	Registered
DEFINITY (BLOCK)	Sweden	2004/07226	29-Oct-04	373766	22-Jul-05	Registered
DEFINITY (BLOCK)	Singapore	T02/16112Z	16-Oct-02	T02/11612Z	16-Oct-02	Registered
DEFINITY (BLOCK)	Slovenia	Z200471683	22-Sep-04	200471683	13-Jun-05	Registered
DEFINITY (BLOCK)	Slovakia	2898-2004	22-Sep-04	211567	10-Oct-05	Registered
DEFINITY (BLOCK)	Thailand	439865	28-Nov-00	146090	27-Oct-01	Registered
DEFINITY (BLOCK)	Turkey	2004030777	24-Sep-04	2004030777	24-Sep-04	Registered
DEFINITY (BLOCK)	Taiwan	89065181	10-Nov-00	983838	16-Feb-02	Registered
DEFINITY (BLOCK)	United States of America	75/479438	5-May-98	2478324	14-Aug-01	Registered
DEFINITY (BLOCK)	Venezuela	15475/2003	27-Oct-03	P261256	25-May-05	Registered
DEFINITY (BLOCK)	Viet Nam	4-2003-11883	26-Dec-03	62986	24-May-05	Registered
DEFINITY (BLOCK)	Serbia (Old Code)	Z-522/05	5-May-05	50885	7-Jun-06	Registered

DEFINITY (DI FEN LI TI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636959	30-Apr-05	4636959	14-Sep-08	Registered
DEFINITY (DI FEN LI) (SIMPLIFIED CHINESE CHARACTERS) (VERSION 1) (BLOCK)	China (People's Republic)	4636957	30-Apr-05	4636957	28-Aug-08	Registered
DEFINITY (DI FEN LI) (SIMPLIFIED CHINESE CHARACTERS) (VERSION 2) (BLOCK)	China (People's Republic)	4636953	30-Apr-05	4636953	28-Aug-08	Registered
DEFINITY (DI FEN NI TI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636951	30-Apr-05	4636951	14-Sep-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) (BLOCK)	China (People's Republic)	4636952	30-Apr-05	4636952	28-Aug-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) VERSION 1 (BLOCK)	China (People's Republic)	4636958	30-Apr-05	4636958	28-Aug-08	Registered
DEFINITY (DI FEN NI) (SIMPLIFIED CHINESE CHARACTERS) VERSION 2 (BLOCK)	China (People's Republic)	4636954	30-Apr-05	4636954	28-Aug-08	Registered
DEFINITY (DI FEN) (SIMPLIFIED CHINESE CHARACTERS) VERSION 2 (BLOCK)	China (People's Republic)	4636955	30-Apr-05	4636955	28-Aug-08	Registered
DEFINITY IN CHINESE (DE FEN LI) (BLOCK)	Hong Kong	300415692	5-May-05	300415692	18-Oct-05	Registered
DEFINITY IN CHINESE (DE FEN LI) (BLOCK)	Macao	N/017399	1-Jun-05	N/017399	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI TI) (BLOCK)	Hong Kong	300415746	5-May-05	300415746	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI TI) (BLOCK)	Macao	N/017404	1-Jun-05	N/017404	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) - VERSION 2 (BLOCK)	Macao	N/017400	1-Jun-05	N/017400	6-Oct-05	Registered

DEFINITY IN CHINESE (DI FEN LI) (BLOCK)	Hong Kong	300415728	5-May-05	300415728	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) (BLOCK)	Hong Kong	300415737	5-May-05	300415737	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN LI) (BLOCK)	Macao	N/017402	1-Jun-05	N/017402	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI TI) (BLOCK)	Hong Kong	300415773	5-May-05	300415773	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI TI) (BLOCK)	Macao	N/017405	1-Jun-05	N/017405	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) - VERSION 2 (BLOCK)	Hong Kong	300415755	5-May-05	300415755	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) - VERSION 2 (BLOCK)	Macao	N/017403	1-Jun-05	N/017403	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) (BLOCK)	Hong Kong	300415764	5-May-05	300415764	18-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN NI) (BLOCK)	Macao	N/017401	1-Jun-05	N/017401	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN) - VERSION 2 (BLOCK)	Macao	N/017398	1-Jun-05	N/017398	6-Oct-05	Registered
DEFINITY IN CHINESE (DI FEN) (BLOCK)	Macao	N/017397	1-Jun-05	N/017397	6-Oct-05	Registered
DEFINITY IN CHINESE (DI-FEN) - VERSION 2 (BLOCK)	Taiwan	094020928	3-May-05	01197686	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN) (BLOCK)	Taiwan	094020927	3-May-05	01197685	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI) - VERSION 2 (BLOCK)	Taiwan	094020930	3-May-05	01197688	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI) (BLOCK)	Taiwan	094020926	3-May-05	01197684	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-LI-TI) (BLOCK)	Taiwan	094020922	3-May-05	01185604	16-Dec-05	Registered
DEFINITY IN CHINESE (DI-FEN-NI) - VERSION 2 (BLOCK)	Taiwan	094020929	3-May-05	01197687	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-NI) (BLOCK)	Taiwan	094020943	3-May-05	01197690	1-Mar-06	Registered
DEFINITY IN CHINESE (DI-FEN-NI-TI) (BLOCK)	Taiwan	094020920	3-May-05	01183223	1-Dec-05	Registered
DEFINITY IN CHINESE (TE-FEN-LI) (BLOCK)	Taiwan	094020932	3-May-05	01197689	1-Mar-06	Registered
DEFINITY WITH KATAKANA (BLOCK)	Japan	914981999	12-Oct-99	4412056	25-Aug-00	Registered
DEFINTY (BLOCK)	Australia	980075	27-Nov-03	980075	7-Sep-04	Registered
DEPICTRA (BLOCK)	Austria	AM6794/2005	11-Oct-05	229 300		Pending
DEPICTRA (BLOCK)	Australia	1079051	4-Oct-05	1079051	22-May-06	Registered
DEPICTRA (BLOCK)	Benelux	1086688	3-Oct-05	0784453	7-Mar-06	Registered
DEPICTRA (BLOCK)	Switzerland	53833/2005	9-May-05	535031	27-Jun-05	Registered
DEPICTRA (BLOCK)	China (People's Republic)	4932557	8-Oct-05	4932557	21-Feb-09	Registered
DEPICTRA (BLOCK)	Cyprus, Republic of	71783	5-Oct-05			Pending
DEPICTRA (BLOCK)	Czech Republic	O-430238	3-Oct-05	280406	19-Apr-06	Registered
DEPICTRA (BLOCK)	Germany	30558722.6/05	4-Oct-05	30558722	12-Dec-05	Registered
DEPICTRA (BLOCK)	Denmark	VA200504170	3-Oct-05	VR200503903	11-Oct-05	Registered
DEPICTRA (BLOCK)	Estonia	M200501255	3-Oct-05	43140	22-Sep-06	Registered
DEPICTRA (BLOCK)	European Community	004421632	4-May-05	004421632	25-Apr-06	Registered
DEPICTRA (BLOCK)	Spain	2672704	4-Oct-05	2672704	30-May-06	Registered

DEPICTRA (BLOCK)	Finland	T200502573	3-Oct-05	236051	31-May-06	Registered
DEPICTRA (BLOCK)	France	053383469	3-Oct-05	053383469	3-Oct-05	Registered
DEPICTRA (BLOCK)	United Kingdom	2402991	3-Oct-05	2402991	24-Mar-06	Registered
DEPICTRA (BLOCK)	Greece	150992	10-Oct-05	150992	19-Mar-07	Registered
DEPICTRA (BLOCK)	Hungary	M0503231	6-Oct-05	187775	11-Dec-06	Registered
DEPICTRA (BLOCK)	Ireland	2005/02034	3-Oct-05	232689	10-Apr-06	Registered
DEPICTRA (BLOCK)	Iceland	1235/2005	9-May-05	555/2005	6-Jun-05	Registered

DEPICTRA (BLOCK)	Italy	TO2005C002838	5-Oct-05	1175184	6-Mar-09	Registered
DEPICTRA (BLOCK)	Japan	2005-92511	4-Oct-05	4959290	9-Jun-06	Registered
DEPICTRA (BLOCK)	Lithuania	2005 1730	3-Oct-05	53449	15-May-07	Registered
DEPICTRA (BLOCK)	Latvia	M-05-1424	30-Nov-05	M57208	20-Jan-07	Registered
DEPICTRA (BLOCK)	Malta	44351	5-Oct-05	44351	1-Feb-06	Registered
DEPICTRA (BLOCK)	Norway	200504372	11-May-05	231295	9-Mar-06	Registered
DEPICTRA (BLOCK)	Poland	Z-300787	4-Oct-05	191179	5-Dec-07	Registered
DEPICTRA (BLOCK)	Portugal	394584	14-Oct-05	394584	11-Aug-06	Registered
DEPICTRA (BLOCK)	Sweden	2005/07290	4-Oct-05	378118	13-Jan-06	Registered
DEPICTRA (BLOCK)	Singapore	T05/19226C	4-Oct-05	T05/19226C	6-Jun-06	Registered
DEPICTRA (BLOCK)	Slovenia	Z-200571368	3-Oct-05	200571368	24-Apr-06	Registered
DEPICTRA (BLOCK)	Slovakia	1820-2005	3-Oct-05	215214	11-Sep-06	Registered
FORELUME (BLOCK)	Switzerland	53870/2005	10-May-05	534935	23-Jun-05	Registered
FORELUME (BLOCK)	European Community	4430146	10-May-05	4430146	31-Mar-06	Registered
FORELUME (BLOCK)	Iceland	1226/2005	9-May-05	546/2005	6-Jun-05	Registered
FORELUME (BLOCK)	Norway	200504378	11-May-05	231314	9-Mar-06	Registered
GLUDEF (BLOCK)	Canada	1466957	25-Jan-10			Pending
GLUDEF (BLOCK)	United States of America	77/917593	22-Jan-10			Pending
ILLUSTREL (BLOCK)	Switzerland	53871/2005	10-May-05	534936	23-Jun-05	Registered
ILLUSTREL (BLOCK)	European Community	4429742	10-May-05	4429742	21-Mar-06	Registered
ILLUSTREL (BLOCK)	Iceland	1227/2005	9-May-05	547/2005	6-Jun-05	Registered
ILLUSTREL (BLOCK)	Norway	200504406	11-May-05	231201	6-Mar-06	Registered
INNOVATORS AT HEART(BLOCK)	Argentina	2426151	24-Apr-03	1988805	24-Aug-04	Registered
INNOVATORS AT HEART(BLOCK)	Australia	947429	18-Mar-03	947429	9-Oct-03	Registered
INNOVATORS AT HEART(BLOCK)	Bahrain	33216	11-May-03	33216	26-Dec-05	Registered
INNOVATORS AT HEART(BLOCK)	Brazil	825542944	27-May-03			Published
INNOVATORS AT HEART(BLOCK)	Canada	1171363	17-Mar-03	TMA669731	14-Aug-06	Registered
INNOVATORS AT HEART(BLOCK)	Chile	604884	17-Apr-03	675787	15-Oct-03	Registered
INNOVATORS AT HEART(BLOCK)	China (People's Republic)	3550190	8-May-03	3550190	28-Jan-09	Registered
INNOVATORS AT HEART(BLOCK)	Colombia	T2003/032097	15-Apr-03	284624	30-Apr-04	Registered

INNOVATORS AT HEART(BLOCK)	Costa Rica	2003-0002801	13-May-03	145862	17-Mar-04	Registered
INNOVATORS AT HEART(BLOCK)	Egypt	159020	29-Apr-03	159020	25-Jul-06	Registered
INNOVATORS AT HEART(BLOCK)	European Community	003168176	6-May-03	003168176	15-Dec-04	Registered
INNOVATORS AT HEART(BLOCK)	United Kingdom	2327461	25-Mar-03	2327461	26-Sep-03	Registered
INNOVATORS AT HEART(BLOCK)	Ireland	2003/00533	25-Mar-03	227896	25-Mar-03	Registered
INNOVATORS AT HEART(BLOCK)	Israel	163951	24-Apr-03	163951	4-Jan-05	Registered
INNOVATORS AT HEART(BLOCK)	Jordan	71333	4-Aug-03	71333	26-Feb-04	Registered
INNOVATORS AT HEART(BLOCK)	Japan	2003-29892	14-Apr-03	4714745	3-Oct-03	Registered
INNOVATORS AT HEART(BLOCK)	Korea, Republic of	40-2003-20578	7-May-03	40-586813	6-Jul-04	Registered
INNOVATORS AT HEART(BLOCK)	Kuwait	59150	23-Apr-03			Pending
INNOVATORS AT HEART(BLOCK)	Mexico	597827	22-Apr-03	798463	30-Jun-03	Registered
INNOVATORS AT HEART (BLOCK)	Malaysia	2003/05663	19-May-03	2003/05663	3-Feb-03	Registered
INNOVATORS AT HEART(BLOCK)	Oman	30510	6-May-03	30510	2-Jul-05	Registered
INNOVATORS AT HEART(BLOCK)	Panama	127224	20-May-03	127224	20-May-03	Registered
INNOVATORS AT HEART(BLOCK)	Philippines	42003002819	26-Mar-03	42003002819	14-Apr-08	Registered
INNOVATORS AT HEART(BLOCK)	Saudi Arabia	82529	23-Apr-03	735/13		Published
INNOVATORS AT HEART(BLOCK)	Singapore	T03/06048C	25-Apr-03	T03/06048 C	25-Apr-03	Registered
INNOVATORS AT HEART(BLOCK)	Taiwan	092018264	16-Apr-03	1089258	16-Mar-04	Registered
INNOVATORS AT HEART(BLOCK)	United States of America	78/210142	3-Feb-03	3276023	7-Aug-07	Registered
INNOVATORS AT HEART(BLOCK)	Venezuela	04611/2003	22-Apr-03	P254452	14-Sep-04	Registered
INNOVATORS AT HEART(BLOCK)	South Africa	2003/04645	19-Mar-03	2003/04645	20-Feb-08	Registered
INTELLIPIN (BLOCK)	Australia	1046747	17-Mar-05	1046747	24-Oct-05	Registered
INTELLIPIN (BLOCK)	Brazil	827273975	18-Mar-05			Published
INTELLIPIN (BLOCK)	Canada	1250924	16-Mar-05			Published
INTELLIPIN (BLOCK)	Switzerland	58050/2005	3-Oct-05	540105	6-Dec-05	Registered
INTELLIPIN (BLOCK)	European Community	4346102	18-Mar-05	4346102	8-Mar-06	Registered
INTELLIPIN (BLOCK)	Iceland	2774/2005	3-Oct-05	980/2005	3-Nov-05	Registered
INTELLIPIN (BLOCK)	Japan	2005-024285	18-Mar-05	4959316	9-Jun-06	Registered
INTELLIPIN (BLOCK)	Mexico	711147	8-Apr-05	891151	25-Jul-05	Registered
INTELLIPIN (BLOCK)	Norway	200510192	4-Oct-05	232962	31-May-06	Registered
INTELLIPIN (BLOCK)	United States of America	78/436013	16-Jun-04	3127726	8-Aug-06	Registered
LANTHEUS MEDICAL IMAGING	Brazil	829916156	11-Aug-08			Published

LANTHEUS MEDICAL IMAGING	Peru	362643	7-Aug-08	150330	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	United Arab Emirates	117813	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	United Arab Emirates	117812	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846697	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846698	11-Aug-08			Published

LANTHEUS MEDICAL IMAGING (BLOCK)	Argentina	2846696	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Australia	1254050	25-Jul-08	1254050	9-Dec-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Bahrain	71833	19-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Bahrain	71834	19-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Bolivia	3745-2008	8-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Bolivia	3744-2008	8-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Brazil	829916172	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Brazil	829916199	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Canada	1404829	25-Jul-08			Allowed
LANTHEUS MEDICAL IMAGING (BLOCK)	Switzerland	59431/2008	29-Jul-08	582123	27-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Chile	831148	30-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Chile	831147	30-Jul-08	845.152	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891457	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891456	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	China (People's Republic)	6891458	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Colombia	08083009	11-Aug-08	385894	31-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Colombia	08083012	11-Aug-08	385895	31-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Costa Rica	2008-9852	3-Oct-08	187183	27-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Costa Rica	2008-0009851	3-Oct-08	190722	29-May-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Ecuador	202742	30-Jul-08	1529-09	21-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Ecuador	202741	30-Jul-08	1528-09	21-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Egypt	219988	27-Jul-08	219988	17-Jan-10	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Egypt	219989	27-Jul-08	219989	17-Jan-10	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	European Community	7119712	1-Aug-08	7119712	11-May-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Hong Kong	301168975	25-Jul-08	301168975	5-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Croatia	Z20081644	25-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Indonesia	D002008029143	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Indonesia	D002008029141	11-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214010	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214011	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Israel	214009	10-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	India	1719854	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Iceland	2532/2008	25-Jul-08	945/2008	1-Sep-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Japan	2008-065825	8-Aug-08	5266851	18-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Korea, Republic of	45-2008-3435	8-Aug-08	45-29150	1-Oct-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Kuwait	99301	16-Nov-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Kuwait	99302	16-Nov-08			Published

LANTHEUS MEDICAL IMAGING (BLOCK)	Liechtenstein	15053	6-Aug-08	15053	6-Aug-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Mexico	953911	11-Aug-08	1085795	19-Feb-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Mexico	953912	11-Aug-08	1078471	13-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Malaysia	08015849	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Malaysia	08015848	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Norway	200810102	19-Aug-08	248235	21-Oct-08	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	New Zealand	793323	25-Jul-08	793323	29-Jan-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Peru	362644	7-Aug-08	150331	26-Mar-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Philippines	4-2008-009677	11-Aug-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Pakistan	253882	31-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Pakistan	253883	31-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Russian Federation	2008725562	8-Aug-08	390038	28-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Saudi Arabia	135890	11-Oct-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	Saudi Arabia	135891	11-Oct-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Singapore	T08/10387C	5-Aug-08	T0810387C	11-Jun-09	Registered

LANTHEUS MEDICAL IMAGING (BLOCK)	Thailand	703875	1-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Thailand	703874	1-Aug-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Turkey	2008/44719	30-Jul-08	2008 44719	7-Sep-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Taiwan	097037777	11-Aug-08	1369375	1-Jul-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	United States of America	77/394021	11-Feb-08	3699730	20-Oct-09	Registered
LANTHEUS MEDICAL IMAGING (BLOCK)	Venezuela	14944-2008	31-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	Venezuela	14945-2008	31-Jul-08			Published
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17501	29-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17502	29-Jul-08			Pending
LANTHEUS MEDICAL IMAGING (BLOCK)	South Africa	2008/17503	29-Jul-08			Pending
LUMIFY (BLOCK)	Switzerland	53831/2005	9-May-05	535029	27-Jun-05	Registered
LUMIFY (BLOCK)	European Community	4421558	4-May-05	4421558	25-Apr-06	Registered
LUMIFY (BLOCK)	Iceland	1233/2005	9-May-05	553/2005	6-Jun-05	Registered
LUMIFY (BLOCK)	Norway	200504371	11-May-05	231170	6-Mar-06	Registered
LUMINITY (BLOCK)	Austria	AM 6795/2005	11-Oct-05	229 301	10-Jan-06	Registered
LUMINITY (BLOCK)	Australia	1079052	4-Oct-05	1079052	22-May-06	Registered
LUMINITY (BLOCK)	Benelux	1086686	3-Oct-05	784452	7-Mar-06	Registered
LUMINITY (BLOCK)	Switzerland	53872/2005	10-May-05	534937	23-Jun-05	Registered
LUMINITY (BLOCK)	China (People's Republic)	4932558	28-Dec-05	4932558	21-Feb-09	Registered
LUMINITY (BLOCK)	Czech Republic	O-430237	3-Oct-05	280405	19-Apr-06	Registered
LUMINITY (BLOCK)	Germany	305587218/05	4-Oct-05	30558721	12-Dec-05	Registered
LUMINITY (BLOCK)	Denmark	V A 2005 04169	3-Oct-05	VR 2005 03906	11-Oct-05	Registered

LUMINITY (BLOCK)	Estonia	M200501254	3-Oct-05	43139	22-Sep-06	Registered
LUMINITY (BLOCK)	European Community	4429676	10-May-05	4429676	25-Apr-06	Registered
LUMINITY (BLOCK)	Spain	2672701(3)	4-Oct-05	2672701	30-May-06	Registered
LUMINITY (BLOCK)	Finland	T200502572	3-Oct-05	236050	31-May-06	Registered
LUMINITY (BLOCK)	France	053383470	3-Oct-05	053383470	3-Oct-05	Registered
LUMINITY (BLOCK)	United Kingdom	2402990	3-Oct-05	2402990	24-Mar-06	Registered
LUMINITY (BLOCK)	Greece	150991	10-Oct-05	150991	19-Mar-07	Registered
LUMINITY (BLOCK)	Hungary	M0503230	6-Oct-05	188266	11-Jan-07	Registered
LUMINITY (BLOCK)	Ireland	2005/02035	3-Oct-05	232691	10-Apr-06	Registered
LUMINITY (BLOCK)	Iceland	1229/2005	9-May-05	549/2005	6-Jun-05	Registered
LUMINITY (BLOCK)	Italy	TO2005C002841	5-Oct-05	1175187	6-Mar-09	Registered
LUMINITY (BLOCK)	Japan	2005-92513	4-Oct-05	4959291	9-Jun-06	Registered
LUMINITY (BLOCK)	Lithuania	20051729	3-Oct-05	53448	15-Dec-06	Registered
LUMINITY (BLOCK)	Latvia	M-05-1423	30-Nov-05	M57207	20-Jan-07	Registered
LUMINITY (BLOCK)	Malta	44350	5-Oct-05	44350	1-Feb-06	Registered
LUMINITY (BLOCK)	Norway	200504389	11-May-05	231348	13-Mar-06	Registered
LUMINITY (BLOCK)	Poland	Z-300788	4-Oct-05	191180	5-Dec-07	Registered
LUMINITY (BLOCK)	Portugal	394592	14-Oct-05	394592	11-Aug-06	Registered
LUMINITY (BLOCK)	Sweden	2005/073333	5-Oct-05	378428	3-Feb-06	Registered
LUMINITY (BLOCK)	Singapore	T05/19224G	4-Oct-05	T05/19924G	4-Oct-05	Registered
LUMINITY (BLOCK)	Slovenia	Z-200571369	3-Oct-05	200571369	24-Apr-06	Registered
LUMINITY (BLOCK)	Slovakia	POZ-1822-2005	3-Oct-05	215216	11-Sep-06	Registered
MIBI (BLOCK)	Finland	T200000804	9-Mar-00	219718	15-Dec-00	Registered
MIBI (BLOCK)	Norway	200002833	9-Mar-00	204759	14-Sep-00	Registered
MIBI (BLOCK)	Sweden	00-01987	10-Mar-00	346010	4-May-01	Registered
MIRALUMA	Switzerland	5243/1997	1-Jul-97	P447024	24-Nov-97	Registered
MIRALUMA (BLOCK)	Austria	AM 3516/97	30-Jun-97	171 776	30-Sep-97	Registered
MIRALUMA (BLOCK)	Benelux	896692	1-Jul-97	616726	5-Jun-98	Registered
MIRALUMA (BLOCK)	Canada	850538	11-Jul-97	TMA497274	16-Jul-98	Registered
MIRALUMA (BLOCK)	Colombia	97036448	2-Jul-97	205111	28-Jan-98	Registered
MIRALUMA (BLOCK)	Germany	397 30 205.3	30-Jun-97	397 30 205	5-Sep-97	Registered
MIRALUMA (BLOCK)	Denmark	VA 1997/03341	2-Jul-97	VA 1998 01749	10-Apr-98	Registered
MIRALUMA (BLOCK)	Ecuador	79521	30-Jun-97	5711-98	6-Oct-98	Registered
MIRALUMA (BLOCK)	European Community	006800461	2-Apr-08	006800461	9-Jun-09	Registered
MIRALUMA (BLOCK)	Spain	2102469	3-Jul-97	2102469	5-Jan-98	Registered
MIRALUMA (BLOCK)	Finland	T199702696	8-Jul-97	210212	15-Jun-98	Registered
MIRALUMA (BLOCK)	France	97/685106	1-Jul-97	97685106	1-Jul-97	Registered

MIRALUMA (BLOCK)	United Kingdom	2137649	2-Jul-97	2137649	26-Dec-97	Registered
MIRALUMA (BLOCK)	Greece	133802	10-Jul-97	133802	17-Mar-99	Registered
MIRALUMA (BLOCK)	Ireland	97/2447	1-Jul-97	205192	1-Jul-97	Registered
MIRALUMA (BLOCK)	Iceland	875/1997	4-Jul-97	1162/1997	29-Aug-97	Registered
MIRALUMA (BLOCK)	Italy	M197C007563	7-Aug-97	810717	13-Apr-00	Registered
MIRALUMA (BLOCK)	Nicaragua	97-02359	17-Jul-97	38314	14-Aug-98	Registered
MIRALUMA (BLOCK)	Norway	975329	2-Jul-97	190858	18-Jun-98	Registered
MIRALUMA (BLOCK)	Panama	089875	12-Sep-97	089875	28-Aug-99	Registered
MIRALUMA (BLOCK)	Peru	056152	30-Jan-98	045442	30-Apr-98	Registered
MIRALUMA (BLOCK)	Portugal	324794	3-Jul-97	324794	2-Feb-98	Registered
MIRALUMA (BLOCK)	Turkey	11991	15-Aug-97	187438	15-Aug-97	Registered
MIRALUMA (BLOCK)	Trinidad and Tobago	27459	9-Sep-97	27459	20-Aug-98	Registered
MIRALUMA (BLOCK)	United States of America	75/237528	6-Feb-97	2276361	7-Sep-99	Registered
MISCELLANEOUS DESIGN (MEDICAL IMAGING LOGO) (Miscellaneous Design)	Argentina	2582023	7-Apr-05	2107504	23-Aug-06	Registered
NEUROLITE (BLOCK)	United Arab Emirates	84456	20-Aug-06	93914	23-Mar-09	Registered
NEUROLITE (BLOCK)	Argentina	2510828		1997972	9-Nov-04	Registered
NEUROLITE (BLOCK)	Austria	AM1415/88	30-Mar-88	121071	31-Aug-88	Registered
NEUROLITE (BLOCK)	Australia	484320	28-Mar-88	A484320	27-Nov-89	Registered
NEUROLITE (BLOCK)	Bosnia and Herzegovina	BAZ058667A	26-Apr-05	BAZ058667A	4-Nov-09	Registered
NEUROLITE (BLOCK)	Brazil	818278820	29-Dec-94	818278820	12-Feb-97	Registered
NEUROLITE (BLOCK)	Benelux	62760	5-Apr-88	444513	5-Apr-88	Registered
NEUROLITE (BLOCK)	Canada	621320	13-Dec-88	441704	14-Apr-95	Registered
NEUROLITE (BLOCK)	Switzerland	2145	28-Mar-88	362123	10-Aug-88	Registered
NEUROLITE (BLOCK)	Chile	677.858	7-Jan-94	727.741	16-Jun-05	Registered
NEUROLITE (BLOCK)	China (People's Republic)	95009559	24-Jan-95	904635	28-Nov-96	Registered
NEUROLITE (BLOCK)	Colombia	008910	7-Mar-94	165863	30-Jun-94	Registered
NEUROLITE (BLOCK)	Costa Rica	85662	20-Sep-93	85662	21-Jan-94	Registered
NEUROLITE (BLOCK)	Czech Republic	56088	27-Jan-89	167547	26-Jan-90	Registered
NEUROLITE (BLOCK)	Germany	W57127	22-Nov-88	DD646376	1-Feb-89	Registered
NEUROLITE (BLOCK)	Germany	D44039/5WZ	28-Nov-87	1186914	5-Feb-93	Registered
NEUROLITE (BLOCK)	Denmark	VA 1988/02332	30-Mar-88	VR 1990/01372	2-Mar-90	Registered
NEUROLITE (BLOCK)	Spain	1245600	12-Apr-88	1245600	5-Jul-93	Registered
NEUROLITE (BLOCK)	Finland	T198801399	29-Mar-88	107627	21-May-90	Registered
NEUROLITE (BLOCK)	France	918206	5-Apr-88	1604283	5-Apr-88	Registered
NEUROLITE (BLOCK)	United Kingdom	1340170	31-Mar-88	1340170	31-Mar-88	Registered
NEUROLITE (BLOCK)	Greece	88987	5-May-88	88987	19-May-92	Registered
NEUROLITE (BLOCK)	Hong Kong	300683622	19-Jul-06	300683622	6-Feb-07	Registered

NEUROLITE (BLOCK)	Croatia	Z20050482A	19-Apr-05	Z20050482	28-Feb-06	Registered
NEUROLITE (BLOCK)	Hungary	M9300814	10-Nov-88	128006	22-Jun-89	Registered
NEUROLITE (BLOCK)	Israel	87657	7-Jun-93	87657	6-Apr-95	Registered
NEUROLITE (BLOCK)	India	679529	8-Sep-95	679529	2-Jul-05	Registered
NEUROLITE (BLOCK)	Italy	RM98C002191	9-May-88	521940	6-Feb-90	Registered
NEUROLITE (BLOCK)	Korea, Republic of	40-2006-37106	19-Apr-06	40-0714201	20-Jun-07	Registered
NEUROLITE (BLOCK)	Macedonia	Z-2005/234	15-Apr-05	12757	13-Mar-07	Registered
NEUROLITE (BLOCK)	Norway	88.1416	29-Mar-88	137161	22-Jun-89	Registered
NEUROLITE (BLOCK)	New Zealand	751574	19-Jul-06	751574	25-Jan-07	Registered
NEUROLITE (BLOCK)	Panama	074220	27-Jan-95	074220	16-May-96	Registered
NEUROLITE (BLOCK)	Poland	Z-86738	10-Nov-88	64438	29-Jun-90	Registered
NEUROLITE (BLOCK)	Portugal	354443	19-Mar-01	354443	28-May-03	Registered
NEUROLITE (BLOCK)	Russian Federation	110459	11-Nov-88	87404	25-Dec-89	Registered
NEUROLITE (BLOCK)	Sweden	88-2869	30-Mar-88	242651	27-Nov-92	Registered
NEUROLITE (BLOCK)	Singapore	T06/14391F	20-Jul-06	T06/14391F	20-Jul-06	Registered
NEUROLITE (BLOCK)	Slovenia	Z-200570517	15-Apr-05	Z-200570517	6-Feb-06	Registered
NEUROLITE (BLOCK)	Slovakia	56088-89	27-Jan-89	167547	26-Jan-90	Registered
NEUROLITE (BLOCK)	Thailand	259750	3-Feb-94	TM22866	30-Dec-94	Registered

NEUROLITE (BLOCK)	Turkey	5115	25-Jan-89	109937	25-Jan-89	Registered
NEUROLITE (BLOCK)	United States of America	73/700614	14-Dec-87	1496535	19-Jul-88	Registered
NEUROLITE (BLOCK)	South Africa	88/9680	1-Nov-88	88/9680	3-Jul-91	Registered
NEUROLITE IN KATAKANA (BLOCK)	Japan	36541/88	1-Apr-88	2286501	30-Nov-90	Registered
ONSISTA (BLOCK)	Switzerland	53867/2005	10-May-05	534932	23-Jun-05	Registered
ONSISTA (BLOCK)	European Community	004430377	10-May-05	004430377	21-Mar-06	Registered
ONSISTA (BLOCK)	Iceland	1223/2005	9-May-05	543/2005	6-Jun-05	Registered
ONSISTA (BLOCK)	Norway	200504404	11-May-05	231177	6-Mar-06	Registered
OSPECTIV (BLOCK)	Switzerland	53930/2005	11-May-05	535351	5-Jul-05	Registered
OSPECTIV (BLOCK)	European Community	004390225	15-Apr-05	004390225	22-Feb-06	Registered
OSPECTIV (BLOCK)	Iceland	1215/2005	9-May-05	535/2005	6-Jun-05	Registered
OSPECTIV (BLOCK)	Norway	200504398	11-May-05	231162	3-Mar-06	Registered
PRODICTRA (BLOCK)	European Community	003736824	30-Mar-04	003736824	16-Jun-05	Registered
RECON-O-STAT (BLOCK)	Austria	AM 5796/93	7-Dec-93	151676	17-Mar-94	Registered
RECON-O-STAT (BLOCK)	Australia	617745	6-Dec-93	A617745	1-May-95	Registered
RECON-O-STAT (BLOCK)	Brazil	817795405	2-May-94	817795405	2-Jan-96	Registered
RECON-O-STAT (BLOCK)	Benelux	76438	10-Dec-93	546472	3-Nov-94	Registered
RECON-O-STAT (BLOCK)	Switzerland	12392/1993	6-Dec-93	417515	3-Jul-95	Registered
RECON-O-STAT (BLOCK)	Chile	261269	10-Dec-93	709206	26-Oct-94	Registered

RECON-O-STAT (BLOCK)	China (People's Republic)	94012786	16-Feb-94	812541	7-Feb-96	Registered
RECON-O-STAT (BLOCK)	Colombia	421571	7-Dec-93	159022	17-May-94	Registered
RECON-O-STAT (BLOCK)	Costa Rica		7-Jun-95	94673	8-Feb-96	Registered
RECON-O-STAT (BLOCK)	Czech Republic	85838-94	14-Jan-94	194151	23-Oct-96	Registered
RECON-O-STAT (BLOCK)	Germany	D53859/10Wz	7-Dec-93	2087751	19-Dec-94	Registered
RECON-O-STAT (BLOCK)	Denmark	VA199307913	8-Dec-93	VR199407061	21-Oct-94	Registered
RECON-O-STAT (BLOCK)	Egypt	89236	6-Dec-93	89236	1-Jun-98	Registered
RECON-O-STAT (BLOCK)	Spain	1795669	22-Dec-93	1795669	3-May-96	Registered
RECON-O-STAT (BLOCK)	Finland	5578/93	9-Dec-93	140423	20-Oct-95	Registered
RECON-O-STAT (BLOCK)	France	94/501595	14-Jan-94	94/501595	14-Jan-94	Registered
RECON-O-STAT (BLOCK)	United Kingdom	1558518	6-Jan-94	1558518	9-Apr-96	Registered
RECON-O-STAT (BLOCK)	Greece	117051	9-Dec-93	117051	19-Feb-96	Registered
RECON-O-STAT (BLOCK)	Hong Kong	9400158	5-Jan-94	199507472	5-Sep-95	Registered
RECON-O-STAT (BLOCK)	Croatia	Z940368A	15-Feb-94	Z940368	30-Jun-97	Registered
RECON-O-STAT (BLOCK)	Hungary	M9306231	22-Dec-93	141414	4-Dec-96	Registered
RECON-O-STAT (BLOCK)	Ireland	158517	6-Dec-93	158517	17-Jul-95	Registered
RECON-O-STAT (BLOCK)	Israel	90194	6-Dec-93	90194	1-Apr-96	Registered
RECON-O-STAT (BLOCK)	India	613708	10-Dec-93	613708	20-Dec-03	Registered
RECON-O-STAT (BLOCK)	Italy	31012003TO	20-Nov-03	1058013	27-Aug-07	Registered
RECON-O-STAT (BLOCK)	Japan	123226	8-Dec-93	3270506	12-Mar-97	Registered
RECON-O-STAT (BLOCK)	Korea, Republic of	93-44079	8-Dec-93	40-311673	17-Apr-95	Registered
RECON-O-STAT (BLOCK)	Mexico	186323	15-Dec-93	462289	1-Jun-94	Registered
RECON-O-STAT (BLOCK)	Malaysia	94/01373	22-Feb-94	94001373	22-Feb-94	Registered
RECON-O-STAT (BLOCK)	Norway	936041	8-Dec-93	170445	21-Dec-95	Registered
RECON-O-STAT (BLOCK)	New Zealand	232626	6-Dec-93	232626	10-Jun-96	Registered
RECON-O-STAT (BLOCK)	Portugal	297942	7-Feb-94	297942	15-May-95	Registered
RECON-O-STAT (BLOCK)	Russian Federation	93054300	9-Dec-93	131021	28-Aug-95	Registered
RECON-O-STAT (BLOCK)	Saudi Arabia	23232	8-Dec-93	325/19	12-Nov-94	Registered
RECON-O-STAT (BLOCK)	Sweden	93-11699	10-Dec-93	260110	5-Aug-94	Registered
RECON-O-STAT (BLOCK)	Singapore	S/100/94	5-Jan-94	T94/00100J	5-Jan-94	Registered
RECON-O-STAT (BLOCK)	Slovakia	93-1994	19-Jan-94	178156	21-Oct-97	Registered
RECON-O-STAT (BLOCK)	Thailand	257945	27-Dec-93	TM26034	27-Dec-93	Registered
RECON-O-STAT (BLOCK)	Turkey	959023	23-Aug-95	164624	23-Aug-95	Registered
RECON-O-STAT (BLOCK)	Uruguay	267760	19-Jan-94	367182	14-Feb-96	Registered
RECON-O-STAT (BLOCK)	Viet Nam	N0064/94	8-Jan-94	14178	11-Nov-94	Registered
RECON-O-STAT (BLOCK)	South Africa	93/11537	6-Dec-93	93/11537	8-Mar-96	Registered
REFINIAN (BLOCK)	Australia	1058266	1-Jun-05	1058266	5-Dec-05	Registered

REFINIAN (BLOCK)	Puerto Rico	65597	29-Jun-05	65597	30-Mar-06	Registered
RELIALITE (BLOCK)	Switzerland	53873/2005	10-May-05	534938	23-Jun-05	Registered

RELIALITE (BLOCK)	European Community	4430161	10-May-05	4430161	21-Mar-06	Registered
RELIALITE (BLOCK)	Iceland	1228/2005	9-May-05	548/2005	6-Jun-05	Registered
RELIALITE (BLOCK)	Norway	200504407	11-May-05	231202	6-Mar-06	Registered
REVALUME (BLOCK)	Switzerland	53875/2005	10-May-05	534940	23-Jun-05	Registered
REVALUME (BLOCK)	European Community	4429701	10-May-05	4429701	21-Mar-06	Registered
REVALUME (BLOCK)	Iceland	1231/2005	9-May-05	551/2005	6-Jun-05	Registered
REVALUME (BLOCK)	Norway	200504388	11-May-05	234138	8-Aug-06	Registered
REVELUME (BLOCK)	Switzerland	53874/2005	10-May-05	534939	23-Jun-05	Registered
REVELUME (BLOCK)	European Community	4430088	10-May-05	4430088	25-Apr-06	Registered
REVELUME (BLOCK)	Iceland	1230/2005	9-May-05	550/2005	6-Jun-05	Registered
REVELUME (BLOCK)	Norway	200504379	11-May-05	234137	8-Aug-06	Registered
SIGNALITE (BLOCK)	Switzerland	53931/2005	11-May-05	535316	4-Jul-05	Registered
SIGNALITE (BLOCK)	European Community	4388708	15-Apr-05	4388708	31-Mar-06	Registered
SIGNALITE (BLOCK)	Iceland	1216/2005	9-May-05	536/2005	6-Jun-05	Registered
SIGNALITE (BLOCK)	Norway	200504399	11-May-05	231163	3-Mar-06	Registered
SIGNILITE (BLOCK)	Switzerland	53932/2005	11-May-05	535352	5-Jul-05	Registered
SIGNILITE (BLOCK)	European Community	4388691	15-Apr-05	4388691	22-Feb-06	Registered
SIGNILITE (BLOCK)	Iceland	1217/2005		537/2005	6-Jun-05	Registered
SIGNILITE (BLOCK)	Norway	200504400	11-May-05	231164	3-Mar-06	Registered
SIGNYLITE (BLOCK)	Switzerland	53933/2005	11-May-05	535353	5-Jul-05	Registered
SIGNYLITE (BLOCK)	European Community	4388658	15-Apr-05	4388658	22-Feb-06	Registered
SIGNYLITE (BLOCK)	Iceland	1218/2005	9-May-05	538/2005	6-Jun-05	Registered
SIGNYLITE (BLOCK)	Norway	200504370	11-May-05	231168	6-Mar-06	Registered
SPANSIFY (BLOCK)	Switzerland	53934/2005	11-May-05	535308	4-Jul-05	Registered
SPANSIFY (BLOCK)	European Community	4390531	15-Apr-05	4390531	22-Feb-06	Registered
SPANSIFY (BLOCK)	Iceland	1219/2005	9-May-05	539/2005	6-Jun-05	Registered
SPANSIFY (BLOCK)	Norway	200504401	11-May-05	231171	6-Mar-06	Registered
SPANTRIA (BLOCK)	Australia	1054234	6-May-05	1054234	19-Dec-05	Registered
SPANTRIA (BLOCK)	Canada	1256779	6-May-05			Allowed
SPANTRIA (BLOCK)	Germany	30526985.2/05	9-May-05	30526985	4-Nov-05	Registered
SPANTRIA (BLOCK)	European Community	004390399	15-Apr-05	4390399	22-May-06	Registered
SPANTRIA (BLOCK)	Spain	2650582	9-May-05	2650582	27-Mar-06	Registered
SPANTRIA (BLOCK)	France	053357816	9-May-05	053357816	9-May-05	Registered
SPANTRIA (BLOCK)	United Kingdom	2391179	6-May-05	2391179	21-Oct-05	Registered
SPANTRIA (BLOCK)	Italy	TO2005C001417	9-May-05	1174403	5-Mar-09	Registered

SPANTRIA (BLOCK)	Japan	2005-40340	9-May-05	4955745	26-May-06	Registered
SPANTRIA (BLOCK)	United States of America	77/519175	10-Jul-08			Allowed
SPOTLIGHT ON CONTRAST (BLOCK)	United States of America	78/698194	23-Aug-05	3129463	15-Aug-06	Registered
TECHNELITE (BLOCK)	Argentina	1900473	24-Nov-93	1528255	4-Feb-05	Registered
TECHNELITE (BLOCK)	Australia	587230	28-Sep-92	587230	14-Mar-94	Registered
TECHNELITE (BLOCK)	Brazil	817795391	2-May-94	817795391	17-Sep-96	Registered
TECHNELITE (BLOCK)	Benelux	74332	25-Sep-92	523256	1-Jun-93	Registered
TECHNELITE (BLOCK)	Canada	714072	2-Oct-92	TMA424737	4-Mar-94	Registered
TECHNELITE (BLOCK)	Switzerland	6945	24-Sep-92	400733	2-Jun-93	Registered
TECHNELITE (BLOCK)	Chile	259642	23-Nov-93	777320	13-Dec-96	Registered
TECHNELITE (BLOCK)	China (People's Republic)	95009562	4-Feb-95	902256	21-Nov-96	Registered
TECHNELITE (BLOCK)	Colombia	361660	10-Jun-92	153287	23-Feb-94	Registered
TECHNELITE (BLOCK)	Colombia	T2009/003630				Published
TECHNELITE (BLOCK)	Costa Rica	81821	4-Aug-92	81821	7-Jan-93	Registered
TECHNELITE (BLOCK)	Germany	D 51 613/1OWz	24-Sep-92	2045158	17-Sep-93	Registered
TECHNELITE (BLOCK)	European Community	6800353	2-Apr-08			Published
TECHNELITE (BLOCK)	Spain	1722388	29-Sep-92	1722388	5-Jun-95	Registered
TECHNELITE (BLOCK)	France	92/438877	26-Oct-92	92438877	26-Oct-92	Registered
TECHNELITE (BLOCK)	United Kingdom	1514608	6-Oct-92	1514608	10-Jun-94	Registered
TECHNELITE (BLOCK)	United Kingdom	1562156	11-Feb-94	1562156	29-Sep-95	Registered
TECHNELITE (BLOCK)	Hong Kong	9312365	19-Nov-93	199510394	12-Dec-95	Registered
TECHNELITE (BLOCK)	Italy	MI92C006662	29-Sep-92	997788	7-Jun-95	Registered
TECHNELITE (BLOCK)	Korea, Republic of	92-18467	6-Jul-92	40-271979	18-Aug-93	Registered
TECHNELITE (BLOCK)	Mexico	144915	15-Jul-92	467513	25-Jul-94	Registered
TECHNELITE (BLOCK)	New Zealand	235960	14-Apr-94	235690	17-Jul-97	Registered

TECHNELITE (BLOCK)	Panama	68625	24-Nov-93	68625	12-Apr-96	Registered
TECHNELITE (BLOCK)	Peru	240816	22-Apr-94	008856	2-Aug-94	Registered
TECHNELITE (BLOCK)	Philippines	4-2003-003319	10-Apr-03	4-2003-003319	12-Mar-07	Registered
TECHNELITE (BLOCK)	Puerto Rico	31489	13-Jul-92	31489	13-Jul-92	Registered
TECHNELITE (BLOCK)	Paraguay	6642	18-Apr-94	276090	30-Dec-94	Registered
TECHNELITE (BLOCK)	Saudi Arabia	23047	21-Nov-93	320/25	19-Sep-94	Registered
TECHNELITE (BLOCK)	Sweden	92/08489	25-Sep-92	250937	20-Aug-93	Registered
TECHNELITE (BLOCK)	Taiwan	81-28809	12-Jun-92	592398	1-Apr-93	Registered
TECHNELITE (BLOCK)	United States of America	74/254668	12-Mar-92	1812837	21-Dec-93	Registered
TECHNELITE (BLOCK)	Venezuela	98/15198	14-Aug-98	18128P-213637	6-Aug-99	Registered
TECHNELITE (BLOCK)	South Africa	93/10973	19-Nov-93	93/10973	10-Nov-95	Registered
TECHNELITE (STYLIZED) (BLOCK)	United States of America	74/254537	12-Mar-92	1812836	21-Dec-93	Registered

TRULIGHT	Iceland	1221/2005	9-May-05	541/2005	6-Jun-05	Registered
TRULIGHT (BLOCK)	Switzerland	53865/2005	10-May-05	534930	23-Jun-05	Registered
TRULIGHT (BLOCK)	European Community	4430401	10-May-05	4430401	3-Apr-06	Registered
TRULIGHT (BLOCK)	Norway	200504374	11-May-05	231308	9-Mar-06	Registered
TRULITE (BLOCK)	Austria	6793/2005	11-Oct-05	229299	10-Jan-06	Registered
TRULITE (BLOCK)	Australia	1079050	4-Oct-05	1079050	4-Oct-05	Registered
TRULITE (BLOCK)	Benelux	1086687	3-Oct-05	784454	3-Oct-05	Registered
TRULITE (BLOCK)	Switzerland	53866/2005	10-May-05	534931	23-Jun-05	Registered
TRULITE (BLOCK)	China (People's Republic)	4932559	8-Oct-05	4932559	21-Feb-09	Registered
TRULITE (BLOCK)	Cyprus, Republic of	71785	5-Oct-05			Pending
TRULITE (BLOCK)	Czech Republic	430239	3-Oct-05			Published
TRULITE (BLOCK)	Germany	305587234	4-Oct-05	30558723	12-Dec-05	Registered
TRULITE (BLOCK)	Denmark	VA0041682005	3-Oct-05	VR0048892005	5-Dec-05	Registered
TRULITE (BLOCK)	Estonia	M200501256	3-Oct-05	43141	22-Sep-06	Registered
TRULITE (BLOCK)	European Community	4430435	10-May-05	4430435	12-Apr-06	Registered
TRULITE (BLOCK)	Spain	2672705M6	4-Oct-05	2672705M6	30-May-06	Registered
TRULITE (BLOCK)	Finland	200502574	3-Oct-05	236052	31-May-06	Registered
TRULITE (BLOCK)	France	053383472	3-Oct-05	053383472	10-Mar-06	Registered
TRULITE (BLOCK)	United Kingdom	2402992	3-Oct-05	2402992	13-Oct-06	Registered
TRULITE (BLOCK)	Greece	150993	10-Oct-05	150993	19-Mar-07	Registered
TRULITE (BLOCK)	Hungary	M0503232	6-Oct-05	187776	11-Dec-06	Registered
TRULITE (BLOCK)	Ireland	232688	3-Oct-05	232688	3-May-06	Registered
TRULITE (BLOCK)	Iceland	1222/2005	9-May-05	542/2005	6-Jun-05	Registered
TRULITE (BLOCK)	Italy	TO/2005/2839	5-Oct-05	1175185	6-Mar-09	Registered
TRULITE (BLOCK)	Lithuania	20051731	3-Oct-05	53450	15-Dec-06	Registered
TRULITE (BLOCK)	Latvia	M-05-1425	30-Nov-05	M57209	20-Jan-07	Registered
TRULITE (BLOCK)	Malta	44353	5-Oct-05	44353	1-Feb-06	Registered
TRULITE (BLOCK)	Norway	200504375	11-May-05	231310	9-Mar-06	Registered
TRULITE (BLOCK)	Poland	Z-300786	4-Oct-05	191178	25-Jun-07	Registered
TRULITE (BLOCK)	Portugal	394583	14-Oct-05	394583	11-Aug-06	Registered
TRULITE (BLOCK)	Sweden	2005/07334	5-Oct-05	378429	3-Feb-06	Registered
TRULITE (BLOCK)	Singapore	T05/19227A	4-Oct-05	T05/19227A	5-Oct-06	Registered
TRULITE (BLOCK)	Slovenia	Z-200571367	3-Oct-05	200571367	24-Apr-06	Registered
TRULITE (BLOCK)	Slovakia	POZ-1821-2005	3-Oct-05	215215	11-Sep-06	Registered
UDS RADIOPHARMACY (Design plus character (s))	Australia	1171037	10-Apr-07	1171037	19-Nov-07	Registered

VERILUME (BLOCK)	Switzerland	53923/2005	11-May-05	535346	5-Jul-05	Registered
VERILUME (BLOCK)	European Community	4429643	10-May-05	4429643	21-Mar-06	Registered
VERILUME (BLOCK)	Iceland	1232/2005	9-May-05	552/2005	6-Jun-05	Registered
VERILUME (BLOCK)	Norway	200504380	11-May-05	231319	9-Mar-06	Registered
VERLUMIFY (BLOCK)	Switzerland	53832/2005	9-May-05	535030	27-Jun-05	Registered
VERLUMIFY (BLOCK)	European Community	4421566	4-May-05	4421566	25-Apr-06	Registered
VERLUMIFY (BLOCK)	Iceland	1234/2005	9-May-05	554/2005	6-Jun-05	Registered
VERLUMIFY (BLOCK)	Norway	200504402	11-May-05	231174	6-Mar-06	Registered

VIALMIX (BLOCK)	United Arab Emirates	58057	30-Dec-03	49157	31-Oct-04	Registered
VIALMIX (BLOCK)	Argentina	2593926	31-May-05	2115120	20-Sep-06	Registered
VIALMIX (BLOCK)	Bahrain	40542	19-Jan-04	40542	3-Aug-06	Registered
VIALMIX (BLOCK)	Brazil	826255191	13-Feb-04	826255191	24-Jul-07	Registered
VIALMIX (BLOCK)	Canada	1020047	22-Jun-99	TMA564418	8-Jul-02	Registered
VIALMIX (BLOCK)	Switzerland	5519/1999	23-Jun-99	467778	16-Dec-99	Registered
VIALMIX (BLOCK)	Chile	625992	28-Oct-03	694542	3-Jun-04	Registered
VIALMIX (BLOCK)	China (People's Republic)	3785698	5-Nov-03	3785698	21-Mar-05	Registered
VIALMIX (BLOCK)	Colombia	T2003/095329	27-Oct-03	287837	9-Sep-04	Registered
VIALMIX (BLOCK)	Denmark	VA199902669	24-Jun-99	VR200005203	13-Nov-00	Registered
VIALMIX (BLOCK)	Egypt	163012	5-Nov-03	163012	16-Mar-06	Registered
VIALMIX (BLOCK)	European Community	001219989	25-Jun-99	001219989	6-Nov-00	Registered
VIALMIX (BLOCK)	Hong Kong	300101087	27-Oct-03	300101087	24-Mar-04	Registered
VIALMIX (BLOCK)	Israel	167545	24-Oct-03	167545	4-Jan-05	Registered
VIALMIX (BLOCK)	India	1252700	2-Dec-03	1252700	3-Jan-06	Registered
VIALMIX (BLOCK)	Jordan	72918	9-Dec-03	72918	16-Jun-04	Registered
VIALMIX (BLOCK)	Japan	2003-106340	1-Dec-03	4862136	13-May-05	Registered
VIALMIX (BLOCK)	Korea, Republic of	40-2003-47515	29-Oct-03	40-607324	28-Jan-05	Registered
VIALMIX (BLOCK)	Kuwait	61870	30-Nov-03	51228	30-Nov-03	Registered
VIALMIX (BLOCK)	Lebanon	96380	8-Jan-04	96380	8-Jan-04	Registered
VIALMIX (BLOCK)	Mexico	627456	31-Oct-03	833792	28-May-04	Registered
VIALMIX (BLOCK)	Malaysia	2003-16495	5-Dec-03	03016495	12-May-03	Registered
VIALMIX (BLOCK)	Norway	199906219	25-Jun-99	199801	7-Oct-99	Registered
VIALMIX (BLOCK)	Oman	32097	16-Dec-03	32097	10-Oct-05	Registered
VIALMIX (BLOCK)	Philippines	4-2003-010942	28-Nov-03	4-2003-010942	18-Sep-06	Registered
VIALMIX (BLOCK)	Pakistan	190236	4-Dec-03			Published
VIALMIX (BLOCK)	Saudi Arabia	86887	27-Dec-03	747/50	20-Sep-04	Registered
VIALMIX (BLOCK)	Sweden	1999/04943	1-Jul-99	348244	31-Aug-01	Registered
VIALMIX (BLOCK)	Singapore	T03/17389Z	29-Oct-03	T03/17389Z	29-Oct-03	Registered

VIALMIX (BLOCK)	Thailand	538010	1-Dec-03	KOR202756	10-Sep-04	Registered
VIALMIX (BLOCK)	Taiwan	092062698	27-Oct-03	1111085	16-Jul-04	Registered
VIALMIX (BLOCK)	United States of America	78/100860	4-Jan-02	2628446	1-Oct-02	Registered
VIALMIX (BLOCK)	Venezuela	15476/2003	27-Oct-03			Published
VIALMIX (BLOCK)	Viet Nam	4-2003-11884	26-Dec-03	62987	24-May-05	Registered

SCHEDULE III

LOCATIONS OF GRANTORS

LOCATION	
Lantheus MI Intermediate, Inc. 331 Treble Cove Road, North Billerica, MA 01862	Chief Executive Office of Lantheus MI Intermediate, Inc.
Lantheus Medical Imaging, Inc. 331 Treble Cove Road, North Billerica, MA 01862	Chief Executive Office of Lantheus Medical Imaging, Inc.
Lantheus MI Real Estate, LLC 331 Treble Cove Road, North Billerica, MA 01862	Chief Executive Office of Lantheus MI Real Estate, Inc.
Ben Venue Laboratories, Inc. 300 Northfield Road Bedford, OH 44146	Location contains Equipment, Fixtures, Inventory or Other Goods
Mallinckrodt Inc. (Covidien) 675 McDonnell Blvd. Hazelwood, MO 63042 8800 Durant Road Raleigh, NC 27616	Location contains Equipment, Fixtures, Inventory or Other Goods
McKesson Specialty Care Distribution 401 Mason Road LaVergne, TN 37086 4001 Quest Way, Suite 114 Memphis, TN 38115	Location contains Equipment, Fixtures, Inventory or Other Goods

SCHEDULE IV

UCC FINANCING STATEMENTS

UCC Financing Statements have been filed in the jurisdictions below against the Grantors:

Name of Grantor	Secretary of State	UCC Type	Secured Party
Lantheus Medical Imaging Inc.	Delaware SOS	UCC-1	Harris N.A., as Collateral Agent
Lantheus MI Intermediate Inc.	Delaware SOS	UCC-1	Harris N.A., as Collateral Agent
Lantheus MI Real Estate, LLC	Delaware SOS	UCC-1	Harris N.A., as Collateral Agent

SCHEDULE V

COMMERCIAL TORT CLAIMS

NONE

SCHEDULE VI

PLEDGED DEBT

NONE

SCHEDULE VII

PLEDGED SHARES

Grantor	Name of Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number
Lantheus Medical Imaging, Inc.	Lantheus MI Australia Pty Ltd	6 5	65%	Common	5
Lantheus Medical Imaging, Inc.	Lantheus MI Canada Inc.	6 5	65%	Common	C-5
Lantheus Medical Imaging, Inc.	Lantheus MI Real Estate LLC	n/a	100%	n/a	n/a
Lantheus Medical Imaging, Inc.	Lantheus MI Radiopharmaceuticals, Inc.	650,000	65%	Common	3
Lantheus Medical Imaging, Inc.	Lantheus MI UK Limited	6 5	65%	Common	3
Lantheus MI Intermediate, Inc.	Lantheus Medical Imaging, Inc.	1000	100%	Common	C-3

SCHEDULE VIII

INVESTMENT PROPERTY, INSTRUMENTS, CHATTEL PAPER, LETTERS OF CREDIT

NONE

EXHIBIT A

PLEDGE AMENDMENT

This Pledge Amendment, dated , , is delivered pursuant to Section 4 of the Pledge and Security Agreement referred to below. The undersigned hereby agrees that this Pledge Amendment may be attached to the Pledge and Security Agreement, dated May 10, 2010, as it may heretofore have been or hereafter may be amended, restated, supplemented, modified or otherwise changed from time to time (the " Security Agreement") and that the promissory notes or shares listed on this Pledge Amendment shall be hereby pledged and assigned to the Collateral Agent and become part of the Pledged Interests referred to in such Pledge Agreement and shall secure all of the Secured Obligations referred to in such Security Agreement.

Pledged Debt

Grantor	Name of Maker	Description	Principal Amount Outstanding as of

Pledged Shares

Grantor	Name of Pledged Issuer	Number of Shares	Percentage of Outstanding Shares	Class	Certificate Number

[**GRANTOR**]

By: _____
Name: _____
Title: _____

HARRIS N.A.,
as the Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT B

GRANT OF A SECURITY INTEREST —[TRADEMARKS]
[PATENTS] [COPYRIGHTS]

WHEREAS, (the "Grantor") [own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the " Trademarks")] [own the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents")] [owns the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights")];

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 10, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the " Security Agreement"), in favor of Harris N.A., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the [Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks] [Patents] [Copyrights] and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the " Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of , 20 .

[**GRANTOR**]

By: _____
Name: _____
Title: _____

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[Trademark Registrations and Applications]

[Patents and Patent Applications]

[Copyright Registrations and Applications]

EXHIBIT C

FORM OF SECURITY AGREEMENT SUPPLEMENT

[Date of Security Agreement Supplement]

Harris N.A., as Collateral Agent

Ladies and Gentlemen:

Reference hereby is made to (i) the Credit Agreement, dated as of May 10, 2010 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the " Credit Agreement") by and among Lantheus MI Intermediate, Inc., a Delaware corporation (the " Parent"), Lantheus Medical Imaging, Inc., a Delaware corporation (the " Borrower"), the "Guarantors" from time to time party thereto, the lenders from time to time party thereto (each a " Lender" and collectively, the "Lenders"), Harris N.A., as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the " Collateral Agent"), Bank of Montreal, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, if any, the " Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), Bank of Montreal and NATIXIS, as joint bookrunners, Bank of Montreal and NATIXIS, as joint lead arrangers, NATIXIS, as syndication agent, and Jefferies Finance, LLC, as documentation agent, and (ii) the Pledge and Security Agreement, dated as of May 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the " Security Agreement"), made by the Grantors from time to time party thereto in favor of the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security. The undersigned hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties and the L/C Issuer, a security interest in, all of its right, title and interest in and to all of the Collateral (as defined in the Security Agreement) of the undersigned, whether now owned or hereafter acquired by the undersigned, wherever located and whether now or hereafter existing or arising, including, without limitation, the property and assets of the undersigned set forth on the attached supplemental schedules to the Schedules to the Security Agreement.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the undersigned under this Security Agreement Supplement and the Security Agreement secures the payment of all Secured Obligations of the undersigned now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect,

absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, each of this Security Agreement Supplement and the Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the undersigned to the Collateral Agent or any Secured Party or the L/C Issuer under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Supplements to Security Agreement Schedules. The undersigned has attached hereto supplemental Schedules I through VIII to Schedules I through VIII, respectively, to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental Schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement, and such supplemental Schedules include all of the information required to be scheduled to the Security Agreement and do not omit to state any information material thereto.

SECTION 4. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Section 5 of the Security Agreement (as supplemented by the attached supplemental Schedules) to the same extent as each other Grantor.

SECTION 5. Obligations Under the Security Agreement. The undersigned hereby agrees, as of the date first above written, to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors. The undersigned further agrees, as of the date first above written, that each reference in the Security Agreement to an "Additional Grantor" or a "Grantor" shall also mean and be a reference to the undersigned.

SECTION 6. Governing Law. This Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Loan Document. In addition to and without limitation of any of the foregoing, this Security Agreement Supplement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 12.10 and 12.11 of the Credit Agreement, *mutatis mutandi*.

Very truly yours,

[NAME OF ADDITIONAL CREDIT PARTY]

By: _____
Name: _____
Title: _____

HARRIS N.A.,
as the Collateral Agent

By: _____
Name: _____
Title: _____

Exhibit 10.3

Execution Copy

ADVISORY SERVICES AND MONITORING AGREEMENT

This ADVISORY SERVICES AND MONITORING AGREEMENT (this "**Agreement**") is entered into as of January 8, 2007, by and between ACP Lantern Acquisition, Inc., a Delaware corporation (the "**Company**"), Avista Capital Holdings, LP, a Delaware limited partnership ("**Advisor**").

WHEREAS, the Company proposes to acquire stock and assets pursuant to that certain Stock and Asset Purchase Agreement, dated as of January 8, 2007, among Bristol-Myers Squibb Company, a Delaware corporation, ACP Lantern Holdings, Inc., a Delaware corporation, and ACP Lantern Acquisition, Inc., a Delaware corporation (the "**Acquisition**").

WHEREAS, in connection with the Acquisition, Advisor (together with its affiliates) has provided and will continue to provide services, advice and analysis, including management of and assistance with due diligence and other investigatory matters related to the Company, its subsidiaries and its parent companies (collectively, the "**Group Companies**") and the industries in which they operate, and advice with respect to financing facilities and related arrangements and other matters;

WHEREAS, Advisor has staff skilled in corporate finance, strategic corporate planning, and other management skills and advisory and business monitoring services;

WHEREAS, the Group Companies will require such skills and services from Advisor in connection with their business operations and execution of strategic plans; and

WHEREAS, Advisor is willing to provide such skills and services to the Company and other Group Companies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. *Appointment.*

(a) The Company hereby appoints Advisor, or its designees, as one of its financial advisors with respect to the following services to the extent appropriate and requested by the Company or other Group Companies: (i) assisting the Company or other Group Companies in analyzing its operations and historical performance; (ii) assisting the Company or other Group Companies in analyzing future prospects; (iii) assisting the Company or other Group Companies

with respect to future proposals for tender offers, acquisitions, sales, mergers, financings, exchange offers, recapitalizations, restructurings or other similar transactions that may be consummated during the term of this Agreement; and (iv) providing financial and business monitoring services, including assisting the Company or other Group Companies in preparing a strategic plan (collectively, "**Advisory Services**").

(b) Advisor does not make any representations or warranties, express or implied, in respect of Advisory Services provided hereunder. In no event shall Advisor or any of its respective affiliates be liable to the Company, other Group Companies or any of their respective affiliates for any act, alleged act, omission or alleged omission except for gross negligence or willful misconduct of Advisor or its designee as determined by a final, non-appealable determination of a court of competent jurisdiction.

(c) Advisor shall devote such time and efforts to provide Advisory Services contemplated hereby as it deems reasonably necessary or appropriate (including, without limitation, by making the management professionals employed or engaged by it available in connection therewith); *provided, however,* that no minimum number of hours shall be required to be devoted by Advisor on a weekly, monthly, annual or other basis.

Section 2. *Payment of Fees.*

(a) In consideration of Advisory Services provided and to be provided by Advisor in connection with the transaction related to the consummation of the Acquisition, the Company agrees to pay to Advisor (or its designees) upon execution of this Agreement, a one-time fee of an amount equal to $10,000,000.

(b) In consideration of the ongoing Advisory Services to be provided hereunder by Advisor to the Company and other Group Companies, the Company will pay Advisor (or its designees) an annual fee of $1,000,000. Such annual fee shall be paid in equal quarterly installments on the first day of each fiscal quarter of each calendar year throughout the duration of this Agreement, *provided, however,* that such fee relating to the quarter in which this Agreement is signed shall be payable on the date hereof and pro rated for the balance of the quarter remaining on the date hereof and *provided, further,* that, prior to the termination or expiration of this Agreement, all unpaid fees and expenses hereunder through, as applicable, the termination or expiration of this Agreement shall be immediately due and payable.

(c) Upon any transaction entered into by the Company or any other Group Company in which Advisor has provided advice and assistance to the Company, Advisor shall be entitled, in addition to receiving other fees hereunder, to receive from the Company reasonable and customary advisory fees for such

advice and services as Advisor may provide which may include assisting with the preparation and presentation of offering memoranda and other data and assisting with the process, structuring and negotiation of any resulting transaction or issuance, such fee to be payable on the closing date of such transaction.

(d) Notwithstanding the provisions of Sections 2(b) and 2(c) of this Agreement, no fees shall be paid thereunder if paying such fees is prohibited, or would cause a default under the terms of the Company's principal loan documents. If paying such fees thereunder is prohibited by this Section 2(d), such fees shall continue to be an obligation of the Company and interest shall accrue on such fees (at the "prime rate") until such time as it, together with all or a portion of any other payments then due or accrued hereunder, may be made without violation of this Section 2(d).

(e) All payments and reimbursements to be made to Advisor pursuant to this Section 2 will be paid by wire transfer of immediately available funds to an account specified by Advisor in writing to the Company.

Section 3. *Reimbursement of Expenses.* In consideration of the time, effort and expense that have been and will be expended or incurred by or on behalf of Advisor in connection with the Acquisition, the Company agrees to reimburse Advisor from time to time upon request for all reasonable out-of-pocket costs, fees and expenses incurred by or on behalf of Advisor in connection with or related to the Acquisition, whether incurred before or after the date hereof, including costs, fees and expenses relating to: (i) accountants, attorneys, recruitment firms and other consultants hired by Advisor, to the extent not otherwise paid by the Company; (ii) due diligence investigations by or on behalf of Advisor; (iii) the preparation, negotiation and execution of any agreements relating to the Acquisition between and among Advisor and the Company, other Group Companies, and their respective senior executives and shareholders; (iv) any subsequent amendments or waivers (whether or not the same become effective) under or in respect of any such agreements; (v) governmental and regulatory filings made by or on behalf of Advisor in connection with the Acquisition; (vi) ongoing matters affecting the Company such as equity incentive plans, acquisitions or financing transactions; and (vii) ongoing monitoring of the affairs of the Company (including all reasonable travel and related expenses and ongoing industry and company analyses).

Section 4. *No Exclusive Duty to the Company.*

(a) In recognition that (i) Advisor currently has, and will in the future have or will consider acquiring, investments in numerous entities with respect to which Advisor may serve as an advisor, a director or in some other capacity; (ii) Advisor may have duties to various investors, stockholders and partners; (iii) Advisor (or one or more affiliates, associated investment funds or portfolio Company) may engage in the same or similar activities or lines of

business as the Company or other Group Companies and have an interest in the same areas of corporate opportunities; (iv) the Company will derive certain benefits hereunder; and (v) Advisor, in desiring and endeavoring to satisfy its duties, may confront difficulties in determining the full scope of such duties in any particular situation, the provisions of this Section 4 are set forth to regulate, define and guide the conduct of certain affairs of the Company and other Group Companies as they may involve Advisor.

(b) Notwithstanding anything to the contrary contained herein, (i) Advisor and its affiliates shall not be required to manage the Company or other Group Companies as their sole and exclusive function; (ii) Advisor and its affiliates may have other business interests and may engage in other activities in addition to those relating to the Company and other Group Companies, and such other business interests or activities may be of any nature or description, may be competitive with the Company or other Group Companies and may be engaged in independently or with others; and (iii) neither the Company nor any other Group Companies shall have any right, by virtue of this Agreement or the relationship created hereby, in or to such other ventures or activities of Advisor or its affiliates or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities, even if competitive with the Company or other Group Companies, shall not be deemed wrongful or improper.

(c) Neither Advisor nor any of its affiliates, members, partners, employees, advisors, consultants, agents or representatives (collectively, the "**Advisor Entities**") shall have any duty (contractual or otherwise) to communicate or present any corporate opportunities to the Company or any of its affiliates or to refrain from any actions specified in Section 4(a), and the Company, on its own behalf and on behalf of its affiliates, hereby renounces and waives any right to require Advisor or any of its affiliates to act in a manner inconsistent with the provisions of Section 4(a).

(d) Neither Advisor nor any of Advisor Entities shall be liable to the Company, other Group Companies or any of their respective affiliates for breach of any duty (contractual or otherwise) by reason of any actions or omissions of the types referred to in Section 4(a) or its or its affiliates' participation therein.

Section 5. *Term and Termination.*

(a) This Agreement shall continue in full force and effect for a term of 7 years. This Agreement shall automatically renew on each anniversary of the date hereof, and, in connection with each renewal, the term of this Agreement shall be 7 years from the date of such renewal

(b) This Agreement shall terminate on the earlier to occur of (i) 7 years from the date hereof, or (ii) the date upon which the Company pays to

Advisor all amounts that would otherwise be payable pursuant to this Agreement for the remainder of the term hereof. No termination of Advisor's engagement hereunder shall affect any of the Company's obligations hereunder, including, without limitation, the Company's indemnity obligations as set forth herein.

Section 6. *Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.*

(a) *Choice of Law.* This Agreement shall be governed by and construed, and interpreted in all respects, in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof.

(b) *Consent to Jurisdiction.* Each of the parties agrees that all actions, suits or proceedings arising out of or based upon this Agreement or the subject matter hereof shall be brought and maintained exclusively in the federal and state courts of the State of New York (collectively, "New York Courts" and each a "New York Court"). Each of the parties hereto by execution hereof: (i) hereby irrevocably submits to the jurisdiction of New York Courts for the purpose of any action, suit or proceeding arising out of or based upon this Agreement or the subject matter hereof; and (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that it is immune from extraterritorial injunctive relief or other injunctive relief, that its property is exempt or immune from attachment or execution, that any such action, suit or proceeding may not be brought or maintained in any New York Court, that any such action, suit or proceeding brought or maintained in any New York Court should be dismissed on grounds of *forum non conveniens,* should be transferred to any court other than a New York Court, should be stayed by virtue of the pendency of any other action, suit or proceeding in any court other than a New York Court, or that this Agreement or the subject matter hereof may not be enforced in or by any New York Court. Each of the parties hereto hereby consents to service of process in any such action, suit or proceeding in any manner permitted by the laws of the State of New York, agrees that service of process by registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 16 is reasonably calculated to give actual notice and waives and agrees not to assert by way of motion, as a defense or otherwise, in any such action, suit or proceeding any claim that service of process made in the manner set forth in Section 16 does not constitute good and sufficient service of process. The provisions of this Section 6(b) shall not restrict the ability of any party to enforce in any court any judgment obtained in a New York Court.

(c) *Waiver of Jury Trial.* TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES, AND COVENANTS

THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, CAUSE OF ACTION, ACTION, SUIT OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT HEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE. Each of the parties hereto acknowledges that it has been informed by each other party that the provisions of this Section 6(c) constitute a material inducement upon which such party is relying and will rely in entering into this Agreement and the transactions contemplated hereby. Any of the parties hereto may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of each of the parties hereto to the waiver of its right to trial by jury.

Section 7. *Liability and Indemnity.* Neither Advisor nor the Advisor Entities shall be liable to the Company or any of its subsidiaries or affiliates for any loss, liability, damage or expense arising from or in connection with any services provided hereunder, unless such loss, liability, damage or expense is caused by the gross negligence or willful misconduct of Advisor or Advisor Entities. The Company shall defend, indemnify and hold harmless Advisor and Advisor Entities from and against any and all loss, liability, damage or expenses arising from any claim by any person with respect to, or in any way related to, all services provided hereunder (including reasonable attorneys' fees), resulting from any act or omission of Advisor or Advisor Entities, unless such claims are caused by the gross negligence or willful misconduct of Advisor or Advisor Entities.

Section 8. *Limitation of Liability.* In no event will any party hereto be liable to any other party hereto for any indirect, special, incidental or consequential damages, including lost profits or savings, whether or not such damages are foreseeable, or for any third party claims (whether based on contract, tort or otherwise), relating to any services provided hereunder.

Section 9. *Non-Recourse.* No past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney or representative of Advisor, the Company, other Group Companies or any of their respective affiliates shall have any liability for any obligations or liabilities of Advisor, the Company, other Group Companies or any of their respective affiliates under this Agreement or for any claim based on, in respect of or arising from the transactions or matters contemplated hereby.

Section 10. *Authority to Enter Agreement.* Each party to this Agreement represents and warrants to the other parties hereto that it has all requisite power and authority to enter into this Agreement and the transactions contemplated hereby, that this Agreement has been duly and validly authorized by all necessary action on the part of such party and that when duly executed and

delivered by such party, this Agreement shall constitute a legal, valid and binding agreement of such party, enforceable against it in accordance with its terms.

Section 11. *Amendments and Waivers.* No amendment of any term, provision or condition of this Agreement shall be effective, unless in writing and executed by each of the parties hereto. No waiver on any one occasion shall affect, extend to, or be construed as a waiver of, any right or remedy on any future occasion. No course of dealing of any person nor any delay or omission in exercising any right or remedy shall constitute an amendment of this Agreement or a waiver of any right or remedy of any party hereto.

Section 12. *Independent Contractor.* The parties agree and understand that Advisor is and shall act as an independent contractor of the Company in providing Advisory Services. Advisor is not and, in providing Advisory Services, will not hold itself out as an employee, agent or partner of the Company.

Section 13. *Information.* The Company shall furnish and make available to Advisor all financial and other information as Advisor deems appropriate in connection with providing Advisory Services and, in connection therewith, will provide Advisor with reasonable access to its officers, directors, employees, agents, accountants, counsel and other representatives. The Company acknowledges and accepts that (a) Advisor will rely solely on such information and information that is available from public sources in providing Advisory Services without assuming any responsibility for independent investigation or verification thereof; (b) Advisor will not be responsible for the accuracy or completeness of such information or any other information regarding the Company; and (c) Advisor will not be required to appraise the value of the Company's assets or liabilities.

Section 14. *Confidentiality.* No advice rendered by Advisor, whether formal or informal, may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Advisor's prior written consent. Unless otherwise required by law, all information provided hereunder (including the terms of this Agreement) by one party hereto (the "**Disclosing Party**") to another party hereto (the "**Receiving Party**") shall be confidential and shall not be disclosed to third parties without the prior written approval of the Disclosing Party, except where such information is at the time of the disclosure or thereafter becomes available (a) to the general public (other than as a result of its disclosure by the Receiving Party); or (b) to the Receiving Party on a non-confidential basis from a person not bound by confidentiality obligations. Notwithstanding the forgoing, without the prior written approval of the Disclosing Party: (c) Advisor may disclose any information to Advisor Entities in connection with providing Advisory Services; and (d) the Receiving Party may disclose information and material that it receives on the tax structure or tax treatment of services provided hereunder, *provided, however,* that such disclosure shall not include the name (or

other identifying information not relevant to the tax structure or tax treatment) of any person and shall not include information for which confidentiality is reasonably necessary under securities laws. The Receiving Party shall be responsible for any breach of the obligation set forth in this Section 14 by its affiliates, representatives and agents.

Section 15. *Entire Agreement.* This Agreement contains the entire understanding of the parties hereto with respect to the specific subject matter hereof and supersede any prior communication or agreement with respect thereto.

Section 16. *Notice.* All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by facsimile, nationally-recognized overnight courier or first class registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties:

If to the Company, to:
ACP Lantern Acquisition, Inc.
331 Treble Cove Road
North Billerica, Massachusetts
Attention: President
Facsimile:

If to Advisor, to:
Avista Capital Holdings, LP
65 East 55th Street
18th Floor
New York, NY 10022
Attention: Ben Silbert, Esq.
Facsimile: 212-593-6959

All such notices, requests, consents and other communications shall be deemed to have been received: (a) in the case of delivery in person or by facsimile, on the date of such delivery; (b) in the case of delivery by nationally-recognized overnight courier, on the next business day following such delivery; and (c) in the case of delivery by mail, on the third business day after the posting thereof.

Section 17. *Severability.* If in any judicial or arbitral proceedings a court or arbitrator shall refuse to enforce any provision of this Agreement, then such unenforceable provision shall be deemed eliminated from this Agreement for the purpose of such proceedings to the extent necessary to permit the remaining provisions to be enforced. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the extend that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms, and in the event that any provision hereof shall be

found to be invalid or unenforceable, such provision shall be construed by limiting it so as to be valid and enforceable to the maximum extent consistent with and possible under applicable law.

Section 18. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 19. *Headings.* All headings in this Agreement are inserted for convenience only and shall be disregarded in construing and enforcing provisions of this Agreement.

Section 20. *Prevailing Party.* If any action or other proceedings is brought for a breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be granted or entitled.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officer or representative as of the date first above written.

ACP LANTERN ACQUISITION, INC.

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

AVISTA CAPITAL HOLDINGS, LP

By: Avista Capital, Inc.
Its: General Partner

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

Exhibit 10.4

Execution Copy

AMENDED AND RESTATED

SHAREHOLDERS AGREEMENT

dated as of

February 26, 2008

among

LANTHEUS MI HOLDINGS, INC.,

AVISTA CAPITAL PARTNERS, LP,

AVISTA CAPITAL PARTNERS (OFFSHORE), LP,

ACP-LANTERN CO-INVEST, LLC

and

CERTAIN MANAGEMENT SHAREHOLDERS NAMED HEREIN

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AMENDED AND RESTATED

SHAREHOLDERS' AGREEMENT

This AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT, dated as of February 26, 2008 (this "**Agreement**"), by and among (i) Lantheus MI Holdings, Inc., a Delaware corporation (the "**Company**"), (ii) Avista Capital Partners, LP, a Delaware limited partnership, Avista Capital Partners (Offshore), LP, a Delaware limited partnership and ACP-Lantern Co-Invest, LLC, a Delaware limited liability company (each of the foregoing in this clause (ii), an "**Avista Entity**" and, collectively, the "**Avista Entities**"), and (iii) certain other Persons listed on Schedule A attached hereto, as may be updated from time to time pursuant to the provisions hereof (each a "**Management Shareholder**" and, collectively, the "**Management Shareholders**"). For purposes of this Agreement, "Avista Entities" and "Management Shareholders" shall each mean, if such Persons shall have Transferred any of their "Company Securities" to any of their respective "Permitted Transferees" (as such terms are defined below), such Persons and such Permitted Transferees, taken together, and any right, obligation or action that may be exercised or taken at the election of such Persons may be taken at the election of such Persons and such Permitted Transferees.

W I T N E S S E T H :

WHEREAS, in connection with the transactions contemplated by the Stock and Asset Purchase Agreement dated as of December 16, 2007 (the "**Purchase Agreement**"), by and between ACP Lantern Holdings, Inc., ACP Lantern Acquisition Inc., both Delaware corporations, and Bristol-Myers Squibb Company, a Delaware corporation, with respect to certain stock and assets relating to the medical imaging business of Bristol-Myers Squibb Company, certain parties hereto own or will be acquiring Company Securities (as defined below);

WHEREAS, the parties hereto entered into that certain Shareholders' Agreement, dated as of January 8, 2008;

WHEREAS, the parties hereto desire to amend and restate the Shareholders Agreement, dated as of January 8, 2008 in its entirety as set forth herein to govern certain of their respective rights, duties and obligations with respect to the ownership by of Company Securities; and

WHEREAS, as a condition to the exercise of any Company Common Stock Option, the grantees thereof shall become a party to this Agreement in connection with any such exercise;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. (a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, provided that no security holder of the Company shall be deemed an Affiliate of any other security holder solely by reason of any investment in the Company. For the purpose of this definition, the term "**control**" (including, with correlative meanings, the terms "**controlling**," "**controlled by**" and "**under common control with**"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Aggregate Ownership**" means, with respect to any Shareholder, the total number of Company Securities or the applicable class of Company Securities, as the case may be, "beneficially owned" (as such term is defined in Rule 13d-3 of the Exchange Act) (without duplication) by such Shareholder together with any of its Permitted Transferees (as defined herein) as of the date of such calculation, calculated on a Fully-Diluted basis.

"**Avista Permitted Transferee**" means, in respect of any Avista Entity, (i) any other Avista Entity, (ii) any general or limited partner of such entity (an "**Avista Partner**"), and any corporation, partnership or other entity that is an Affiliate of any Avista Partner (collectively, " **Avista Affiliates**"), (iii) any managing director, general partner, director, limited partner, officer or employee of any Avista Entity or any Avista Affiliate, or any spouse, lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of any of the foregoing persons described in this clause (iii) (collectively, "**Avista Associates**"), (iv) any trust the beneficiaries of which, or any corporation, limited liability company or partnership the Shareholders, members or general or limited partners of which, include only such Avista Entity, Avista Affiliates, Avista Associates, their spouses or their lineal descendants and (v) a voting trustee for one or more Avista Entities, Avista Affiliates or Avista Associates.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"**Bylaws**" means the Bylaws of the Company, as amended or restated from time to time.

"**Call Period**" means, with respect to the application of the provisions of Section 4.04 to a terminated Management Shareholder:

(i) with respect to Incentive Securities, the period from such Termination Date to the later of (A) the date that is 210 days after the date of purchase of such Incentive Securities in connection with the exercise of Incentive Securities (the " **Exercise Date**"), and (B) the date that is 180 days after the Termination Date;

(ii) with respect to Incentive Securities that are exercised after the Termination Date, the period from the Exercise Date of such Incentive Securities to the date that is 210 days after the Exercise Date; or

(iii) with respect to Purchased Securities, the period that is 90 days after the Termination Date.

"**Cause**" means, with respect to any Management Shareholder, "Cause" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and such Management Shareholder or, if not so defined:

(iv) the Management Shareholder's breach of any fiduciary duty or legal or contractual obligation to the Company or any of its Affiliates, or to the Company's direct or indirect equity holders;

(v) the Management Shareholder's failure to follow the reasonable instructions of the Board or such Management Shareholder's direct supervisor, which breach, if curable, is not cured within 10 Business Days after notice to such Management Shareholder or, if cured, recurs within 180 days;

(vi) the Management Shareholder's gross negligence, willful misconduct, fraud, insubordination, acts of dishonesty or conflict of interest relating to the Company or any of its Affiliates; or

(vii) the Management Shareholder's commission of any misdemeanor relating to the affairs of the Company or any of its Affiliates or any felony.

"**Change of Control**" means, (a) any transaction or series of related transactions, in which, after giving effect to such transaction or transactions any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), other than by a "person" which is an Avista Entity or by a "group" in which an Avista Entity is a member acquires, directly or indirectly, in excess of 50% of the voting securities of a Person, or (b) the sale, lease or other disposition of all or substantially all of the assets of any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), which shall include with respect to the Company, the Company and its Subsidiaries on a consolidated basis (including securities of the Company's directly or indirectly owned

Subsidiaries), other than by a "person" which is an Avista Entity or by a "group" in which an Avista Entity is a member, to a Person that is not an Affiliate of such Person.

"**Charter**" means the Certificate of Incorporation of the Company, as amended or restated from time to time.

"**Closing Date**" means January 8, 2008.

"**Code**" means the Internal Revenue Code of 1986.

"**Common Stock**" means the common stock, par value $0.001 per share, of the Company and any stock into which such Common Stock may thereafter be converted or changed.

"Common Stock Option" means an option to purchase Common Stock granted pursuant to the Incentive Plan.

"**Company Securities**" means, without duplication, (i) shares of Common Stock, (ii) shares of 14% Preferred Stock and (iii) any other securities convertible into or exchangeable or exercisable for, or options, warrants or other rights to acquire, shares of Common Stock, shares of 14% Preferred Stock or any other equity or equity-linked security issued by the Company; *provided* that, for purposes of any calculation herein with respect to the number or percentage of Company Securities outstanding or held by any Shareholder or group of Shareholders from time to time, each share of Common Stock and 14% Preferred Stock shall be equal to one share of Company Securities and the Board shall reasonably determine the equivalent number of Company Securities represented by any other class or shares of Company Securities that may be issued and outstanding from time to time. Schedule B hereto sets forth the class, series and number of Company Securities owned by each Shareholder as of the date hereof and the Company shall update Schedule B from time to time to reflect any Transfer, issuance, redemption, conversion, exchange, stock dividend, split or combination of Company Securities.

"**Cost**" means, with respect to any purchase by the Company of Company Securities held by a Management Shareholder pursuant to Section 4.04 on any date after the Closing Date, the amount paid by such Management Shareholder on a per Share basis (i) for the applicable Purchased Security or (ii) to exercise any option, warrant or similar right to acquire the applicable Incentive Security, as applicable.

"**Disability**" means, with respect to any Management Shareholder, "Disability" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and such Management Shareholder or, if not so defined, any physical or mental illness, injury or infirmity which prevents and/or is reasonably likely to prevent the Management Shareholder from performing the Management Shareholder's essential job functions for a period of (i) 90 consecutive calendar days or (ii) an aggregate of 120 calendar days out of any consecutive 12 month period.

"**Drag-Along Portion**" means, with respect to any Management Shareholder and any class of Company Securities (i) the Aggregate Ownership of such class of Company Securities by such Management Shareholder *multiplied by* (ii) a fraction the numerator of which is the number of such class of Company Securities proposed to be sold by the Drag-Along Seller in the applicable Drag-Along Sale under Section 4.02 and the denominator of which is Drag-Along Seller's Aggregate Ownership of the class of Company Securities to be sold in such Drag-Along Sale.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" with respect to the Incentive Securities as of any date of determination means, (i) in the event that the Common Stock is listed on an established U.S. exchange or through The NASDAQ Global Market or any established over-the-counter trading system, the average of the closing prices of the Common Stock on such exchange if listed or, if not so listed, the average bid and asked price of the Common Stock reported on The NASDAQ Global Market or any established over-the-counter trading system on which prices for the Common Stock is quoted, in each case, for a period of 20 trading days prior to such date of determination, or (ii) if the Common Stock is not publicly traded, a good faith determination by the Board through a reasonable application of a reasonable valuation method. Such determination shall be conclusive and binding on all persons.

"**First Public Offering**" means the first Public Offering after the date hereof.

"**FMV Calculation Date**" means, with respect to the application of the provisions of Section 4.04 to a Terminated Management Shareholder:

(i) with respect to Incentive Securities (other than Put Securities) that were purchased from the Company on an Exercise Date more than six months before the Termination Date, the Termination Date with respect to such Management Shareholder;

(ii) with respect to Incentive Securities (other than Put Securities) that were purchased on an Exercise Date either less than six months before the Termination Date or after the Termination Date, the Call Notice Date with respect to such Termination Securities; or

(iii) with respect to Put Securities, the Termination Date of such Management Shareholder.

"**Fully-Diluted**" means, with respect to any class of Company Securities, all outstanding shares and all shares issuable in respect of securities convertible into or exchangeable for such shares, all "in-the-money" stock appreciation rights, options, warrants and other rights to purchase or subscribe for such Company Securities or securities convertible into or exchangeable for such Company Securities.

"**GAAP**" means generally accepted accounting principles in the United States.

"Incentive Plan" means the Company's 2008 Equity Incentive Plan, as the same may be amended, modified or supplemented, and any other equity incentive plan adopted by the Board from time to time.

"Incentive Securities" means Company Securities purchased or acquired by, or issued to, a Management Shareholder or its Permitted Transferees pursuant to the exercise of options (including any Common Stock Options) or other rights to acquire Common Stock, or any other equity or equity-linked security issued by the Company, pursuant to an Incentive Plan.

"**Initial Ownership**" means, with respect to the Avista Entities and any class of Company Securities, the Aggregate Ownership of such class by the Avista Entities as of the date hereof, in each case taking into account any stock split, stock dividend, reverse stock split or similar event.

"**Joinder Agreement**" means an agreement by the joining party thereto to be bound by the terms and conditions of this Agreement in the form of Exhibit A hereto.

"**Management Permitted Transferee**" means (A) any executor, administrator or testamentary trustee of such Management Shareholder's estate if the Grantee dies, (B) any transferee receiving Company Securities owned by such Management Shareholder by will, intestacy laws or the laws of descent or survivorship, and (C) any trustee of a trust (including an inter vivos trust) of which there are no principal beneficiaries other than such Management Shareholder or one or more lineal descendents, siblings or parents of such Management Shareholder or one or more lineal descendents of any siblings of such Management Shareholder.

"**NASD**" means the National Association of Securities Dealers, Inc.

"**Permitted Transferee**" means, as applicable, a Avista Permitted Transferee or a Management Permitted Transferee.

"**Person**" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pro Rata Share**" means, with respect to a Shareholder, the fraction that results from dividing (i) the number of Shares held by such Shareholder (immediately before giving effect to any applicable issuance) by (ii) the aggregate number of Shares held by all Shareholders (immediately before giving effect to any applicable issuance).

"**Public Offering**" means an underwritten public offering of Registrable Securities of the Company pursuant to an effective registration statement under the

Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

"Purchased Securities" means any Company Securities purchased by a Management Shareholder from the Company pursuant to any subscription or stock purchase agreement, but excluding any Incentive Securities and any Common Stock purchased by a Management Shareholder after the First Public Offering in any open market transaction or otherwise from a Third Party.

"**Registrable Securities**" means, at any time, (a) Shares held by a Management Shareholder that constitute Purchased Securities, (b) any Shares held by the Avista Entities, and (c) any other securities issued or issuable in respect of such Shares referred to in (a) or (b) by way of conversion, exchange, stock dividend, split or combination, recapitalization, merger, consolidation, other reorganization or otherwise until (i) a registration statement covering such Shares has been declared effective by the SEC and such Shares have been disposed of pursuant to such effective registration statement; (ii) such Shares are sold pursuant to Rule 144 or Rule 145; (iii) such Shares have been registered for resale pursuant to an effective registration statement on Form S-8 (or any successor or similar form), *provided*, that, with respect to Shares registered on a Form S-8 (or any successor or similar form), if the holder of such Shares is requested to become subject to any lock-up agreement pursuant to Section 5.03 with respect to a particular registration as to which it otherwise would have been able to participate but for this clause (iii), then such Shares registered on Form S-8 (or any successor or similar form) shall be deemed Registrable Securities with respect to such registration; (iv) such Shares are owned by a Management Shareholder who owns in the aggregate less than 1% of the issued and outstanding Company Securities; or (v) such Shares are otherwise Transferred, the Company has delivered a new certificate or other evidence of ownership for such Shares not bearing the legend required pursuant to this Agreement and such Shares may be resold without subsequent registration under the Securities Act.

"**Registration Expenses**" means any and all expenses incident to the performance of or compliance with any registration or marketing of securities, including all (i) registration and filing fees, and all other fees and expenses payable in connection with the listing of securities on any securities exchange or automated interdealer quotation system, (ii) fees and expenses of compliance with any securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the securities registered), (iii) expenses in connection with the preparation, printing, mailing and delivery of any registration statements, prospectuses and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) internal expenses of the Company (including all salaries and expenses of its officers and employees performing legal or accounting duties), (vi) reasonable fees and disbursements of counsel for the Company and customary fees and expenses for independent certified public accountants retained by the Company (including the expenses relating to any comfort letters or costs associated with the delivery by independent certified public accountants of any comfort letters requested pursuant to Section 5.04(h)), (vii) reasonable fees and expenses of any

special experts retained by the Company in connection with such registration, (viii) reasonable fees and expenses of the Shareholders, including one counsel for all of the Shareholders participating in the offering selected (A) by the Avista Entities, in the case of any offering in which any Avista Entity participates, or (B) in any other case, by the Shareholders holding the majority of the Registrable Securities to be sold for the account of all Shareholders in the offering, (ix) fees and expenses in connection with any review by the NASD of the underwriting arrangements or other terms of the offering, and all fees and expenses of any "qualified independent underwriter," including the fees and expenses of any counsel thereto, (x) fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (xi) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xiii) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities, (xiv) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies and (xv) all out-of pocket costs and expenses incurred by the Company or its appropriate officers in connection with their compliance with Section 5.04(m).

"**Rule 144**" means Rule 144 (or any successor provisions) under the Securities Act.

"**SEC**" means the Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Shares**" means shares of Common Stock.

"**Shareholder**" means at any time, any Person (other than the Company) who shall then be a party to or bound by this Agreement, so long as such Person shall "beneficially own" (as such term is defined in Rule 13d-3 of the Exchange Act) any Company Securities.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

"**Tag-Along Portion**" means, with respect to any Tagging Person in connection with a Tag-Along Sale, that number of securities equal to the total amount of Shares held by the Tagging Person immediately prior to such Transfer *multiplied by* a fraction the numerator of which is the maximum number of Shares proposed to be Transferred by the

Tag-Along Seller in such Tag-Along Sale and the denominator of which is the total amount of Shares held by the Tag-Along Seller at such time.

"**Third Party**" means any prospective purchaser(s) of Company Securities in an arm's-length transaction from a Shareholder, other than a Permitted Transferee of such Shareholder.

"**Transfer**" means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

"**14% Preferred Stock**" means the 14% Non-Convertible Series A Preferred Stock, par value $0.001 per share, of the Company.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Avista Entities	Preamble
Call Notice Date	4.04(a)(ii)
Call Right	4.04(a)(i)
Company	Preamble
Confidential Information	6.01(a)
Damages	5.05
Demand Registration	5.01(a)
Determination Time	3.05(b)(i)
Drag-Along Rights	4.02(a)
Drag-Along Sale	4.02(a)
Drag-Along Sale Notice	4.02(a)
Drag-Along Sale Notice Period	4.02(a)
Drag-Along Sale Price	4.02(a)
Drag-Along Seller	4.02(a)
Drag-Along Transferee	4.02(a)
Indemnified Party	5.07
Indemnifying Party	5.07
Management Shareholders	Preamble
Maximum Offering Size	5.01(e)
Other Business	7.01(a)
Piggyback Registration	5.02(a)
Purchase Agreement	Recitals
Put Notice Date	4.04(b)(ii)
Put Right	4.04(b)(i)

Term	Section
Put Securities	4.04(b)(i)
Registering Shareholders	5.01(a)
Requesting Shareholder	5.01(a)
Relative Ownership Percentage	3.05(b)(i)
Replacement Nominee	2.03(a)
Tag-Along Notice	4.01(a)
Tag-Along Notice Period	4.01(a)
Tag-Along Offer	4.01(a)
Tag-Along Response Notice	4.01(a)
Tag-Along Right	4.01(a)
Tag-Along Sale	4.01(a)
Tag-Along Seller	4.01(a)
Tagging Person	4.01(a)
Termination Date	4.04(a)(i)
Termination Event	4.04(a)(i)
Termination Price	4.04(c)
Termination Securities	4.04(a)(i)
Terminated Shareholder	4.04(a)(i)
Unrestricted Securities	3.05(b)(i)

Section 1.02. *Other Definitional and Interpretative Provisions*. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to a statute are to that statute, as amended from time to time, and to the rules and regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including such date, respectively.

ARTICLE 2
CORPORATE GOVERNANCE

Section 2.01. *Composition of the Board*. (a) The Board shall consist of such number of directors as may be determined by the Avista Entities from time to time, all of such directors shall be designated by the Avista Entities.

(b) Each Management Shareholder agrees that it shall vote its Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a special meeting of shareholders) in order to ensure that the composition of the Board is as set forth in this Section 2.01.

(c) The Company agrees to cause each individual designated pursuant to Section 2.01(a) to be nominated to serve as a director on the Board, and to take all other necessary actions (including calling a special meeting of the Board and/or shareholders) to ensure that the composition of the Board is as set forth in this Section 2.01.

(d) The Board may create executive, compensation, audit and such other committees as it may determine. The Avista Entities shall be entitled to majority representation on any committee created by the Board.

Section 2.02. *Removal*. Each Management Shareholder agrees that it shall not vote any of its Shares in favor of the removal of any director who shall have been designated pursuant to Section 2.01, unless the Person or Persons entitled to designate or nominate such director shall have consented to such removal in writing, *provided* that, if the Person or Persons entitled to designate any director pursuant to Section 2.01 shall request in writing the removal of such director, such Management Shareholder shall vote its Shares in favor of such removal.

ARTICLE 3
RESTRICTIONS ON TRANSFER

Section 3.01. *General Restrictions on Transfer*. (a) Each Shareholder understands and agrees that the Company Securities subject to this Agreement, including any Purchased Securities and Incentive Securities, have not been registered under the Securities Act and are restricted securities under such Act and the rules and regulations promulgated thereunder. Each Shareholder agrees that it shall not Transfer any Company Securities (or solicit any offers in respect of any Transfer of any Company Securities), except in compliance with the Securities Act, any other applicable securities or "blue sky" laws, and the terms and conditions of this Agreement.

(b) Any attempt to Transfer any Company Securities not in compliance with this Agreement shall be null and void, and the Company shall not, and shall cause any transfer agent not to, give any effect in the Company's stock records to such attempted Transfer.

Section 3.02. *Legends*. (a) In addition to any other legend that may be required, each certificate for Company Securities issued to any Shareholder shall bear a legend in substantially the following form:

> "THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY NON-U.S. OR STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH. THIS SECURITY IS ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AS SET FORTH IN THE SHAREHOLDERS' AGREEMENT DATED AS OF JANUARY 8, 2008, COPIES OF WHICH MAY BE OBTAINED UPON REQUEST FROM LANTHEUS MI HOLDINGS, INC. OR ANY SUCCESSOR THERETO."

(b) If any Company Securities cease to be subject to any and all restrictions on Transfer set forth in this Agreement, the Company, upon the written request of the holder thereof, shall issue to such holder a new certificate evidencing such Company Securities without the second sentence of the legend required by Section 3.02(a) endorsed thereon.

Section 3.03. *Avista Permitted Transferees.* Notwithstanding anything in this Agreement to the contrary, any Avista Entity may at any time Transfer any or all of its Company Securities to one or more of Avista Permitted Transferees without the consent of the Board or any other Shareholder and without compliance with Sections 3.04, 3.05, 4.01 and 4.02 so long as (a) such Avista Permitted Transferee shall have agreed in writing to be bound by the terms of this Agreement pursuant to a Joinder Agreement and (b) the Transfer to such Avista Permitted Transferee is in compliance with the Securities Act and any other applicable securities or "blue sky" laws.

Section 3.04. *Restrictions on Transfers by the Avista Entities*. (a) Subject to Section 3.04(b), if any Avista Entity desires to Transfer any of its Shares, other than to one or more Avista Permitted Transferees in accordance with Section 3.03 or other than in connection with a transaction contemplated by Section 4.02, (i) such Avista Entity shall comply with Section 4.01 to the extent such section is applicable, (ii) the applicable transferee shall agree to be bound by the terms of this Agreement as an Avista Entity by executing and delivering to the Company a Joinder Agreement in accordance with Section 7.02 and (iii) such Avista Entity shall give prior written notice to the Company of the proposed Transfer, including the identity of such proposed transferee and such other information as the Company may reasonably request to ensure compliance with the terms of this Agreement. Any Transfer by an Avista Entity of any of its Shares shall be made in compliance with the Securities Act and any other applicable securities or "blue sky" laws.

(b) The restrictions on Transfers set forth in Section 3.04(a) above shall terminate on the earlier of the date of the First Public Offering and the date on which the percentage determined by dividing the Aggregate Ownership of Shares for the Avista Entities on such date by their Initial Ownership of Shares falls below 14%.

Section 3.05. *Restrictions on Transfers by Management Shareholders*. (a) Subject to Section 3.05(c), no Management Shareholder shall Transfer any of its Company Securities except as follows:

(i) in a Transfer made to one or more Management Permitted Transferee;

(ii) in a Transfer made in compliance with Section 3.05(b);

(iii) as a Tagging Person in a Transfer made in compliance with Section 4.01;

(iv) in a Transfer made in compliance with Section 4.02; or

(v) with the prior written consent of the Avista Entities;

provided, *however*, each Transfer in accordance with clauses (i) through (iv) above shall require (x) the applicable transferee to have executed and delivered to the Company a Joinder Agreement agreeing to be bound by the terms of this Agreement as a Management Shareholder in accordance with Section 7.02 and (y) the transferring Management Shareholder to have given prior written notice to the Company of the proposed Transfer to its Permitted Transferee, including the identity of such proposed Permitted Transferee and such other information reasonably requested by the Company to ensure compliance with the terms of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary (including any rights afforded to a Management Shareholder pursuant to Article 5) and whether the Company has filed a registration statement on Form S-8 (or any successor or similar form) or authorized, approved or permitted the implementation of a Rule 10b-5(1) sales plan:

(i) following the First Public Offering, subject to Section 3.01(a), in addition to Transfers to Permitted Transferees, each Management Shareholder may Transfer shares of Common Stock, other than any unvested shares of Common Stock and/or Common Stock Options issued or granted pursuant to employee benefit plans (such shares of Common Stock that may be Transferred, "**Unrestricted Securities**"), but only to the extent such Transfer would not result in the Relative Ownership Percentage (as defined below) of the Unrestricted Securities owned by such Management Shareholder immediately following the effective time of such Transfer (the "**Determination Time**") being less

than the aggregate Relative Ownership Percentage of the Company Securities owned by the Avista Entities immediately following the Determination Time. For purposes of this Section 3.05(b)(i), "**Relative Ownership Percentage**" means:

(x) with respect to the Unrestricted Securities held by a Management Shareholder, a fraction (expressed as a percentage), (A) the numerator of which is the number of Unrestricted Securities owned by such Management Shareholder immediately following the Determination Time and (B) the denominator of which is the sum of (1) the number of Unrestricted Securities owned by such Management Shareholder immediately following the First Public Offering and (2) the number of Company Securities owned by such Management Shareholder that were not Unrestricted Securities immediately following the First Public Offering but that have subsequently become Unrestricted Securities, and

(y) with respect to Company Securities owned by the Avista Entities, a fraction (expressed as a percentage), (A) the numerator of which is the aggregate number of Company Securities owned by the Avista Entities immediately following the Determination Time and (B) the denominator of which is the aggregate number of Company Securities owned by the Avista Entities immediately following the First Public Offering.

(ii) Following the First Public Offering, if any Avista Entity Transfers Company Securities to a Third Party, it shall notify the Company following the consummation of such Transfer of the number and type of Company Securities Transferred and the Company shall reasonably promptly notify each Management Shareholder and each Permitted Transferee of such information. Any Management Shareholder wishing to Transfer Company Securities pursuant to Section 3.05(b)(i) shall be entitled to obtain prior to such Transfer, and rely upon, a statement from the Company of the number of Unrestricted Securities that such Management Shareholder may Transfer pursuant to Section 3.05(b)(i).

(c) The restrictions on Transfers set forth in Section 3.05(a) shall terminate on the date on which the percentage determined by dividing the Aggregate Ownership of Company Securities for the Avista Entities on such date by their Initial Ownership of Company Securities falls below 10%.

ARTICLE 4
TAG-ALONG RIGHTS; DRAG-ALONG RIGHTS

Section 4.01. *Tag-Along Rights.* (a) Subject to Sections 4.01(f) and 4.03, if the Avista Entities (together, the "**Tag-Along Seller**") propose to Transfer, in a transaction otherwise permitted by Article 3, any number of Shares in a single transaction or in a series of related transactions (a "**Tag-Along Sale**"),

(i) the Tag-Along Seller shall provide each Management Shareholder notice of the terms and conditions of such proposed Transfer ("**Tag-Along Notice**") and offer each Management Shareholder the opportunity to participate in such Transfer in accordance with and to the extent eligible under this Section 4.01, and

(ii) to the extent eligible under this Section 4.01, each Management Shareholder may elect, at its option, to participate in the proposed Transfer in accordance with this Section 4.01 (each such electing Management Shareholder, a "**Tagging Person**").

The Tag-Along Notice shall identify the number of Shares proposed to be sold by the Tag-Along Seller ("**Tag-Along Offer**"), the price at which the Transfer is proposed to be made, and all other material terms and conditions of the Tag-Along Offer. It being understood that, for the purposes of this Section 4.01, Shares of a Management Shareholder shall exclude any Incentive Securities underlying any Common Stock Options, whether or not such Common Stock Options are vested, unless such Common Stock Options are exercised prior to the end of the Tag-Along Notice Period (as defined below).

From the date of its receipt of the Tag-Along Notice, each Tagging Person shall have the right (a "**Tag-Along Right**"), exercisable by notice ("**Tag-Along Response Notice**") given to the Tag-Along Seller within 10 days after its receipt of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to request that the Tag-Along Seller include in the proposed Transfer the number of Shares held by such Tagging Person as is specified in the Tag-Along Response Notice, *provided* that each Tagging Person shall be entitled to include in the Tag-Along Sale only its Tag-Along Portion of Shares and the Tag-Along Seller shall be entitled to include the number of Shares proposed to be Transferred by the Tag-Along Seller as set forth in the Tag-Along Notice (reduced, to the extent necessary, so that each Tagging Person shall be able to include its Tag-Along Portion) and such additional Shares as permitted by Section 4.01(d). No later than 10 days prior to the expected closing date of a Tag-Along Sale, each Tagging Person that exercises its Tag-Along Rights hereunder shall deliver to the Tag-Along Seller, with its Tag-Along Response Notice, the certificate or certificates representing the Shares of such Tagging Person to be included in the Tag-Along Sale, together with a limited power-of-attorney authorizing the Tag-Along Seller to Transfer such Shares on the terms set forth in the Tag-Along Notice and otherwise on terms and conditions applicable to the Tag-Along Seller or otherwise more advantageous to the Tag-Along Seller than set forth in the Tag-

Along Notice. Delivery of the Tag-Along Response Notice with such certificate or certificates and limited power-of-attorney shall constitute an irrevocable acceptance of the Tag-Along Offer by such Tagging Persons.

If, at the end of a 120-day period after such delivery of such Tag-Along Response Notice (which 120-day period shall be extended if any of the transactions contemplated by the Tag-Along Offer are subject to regulatory approval until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following receipt of the Tag-Along Response Notice by the Tag-Along Seller), the Tag-Along Seller has not completed the Transfer of all such Shares on substantially the same terms and conditions set forth in the Tag-Along Notice, the Tag-Along Seller shall (A) return to each Tagging Person the limited power-of-attorney together with all certificates representing the Shares that such Tagging Person delivered for Transfer pursuant to this Section 4.01(a) and any other documents in the possession of the Tag-Along Seller executed by the Tagging Persons in connection with the proposed Tag-Along Sale, and (B) not conduct any Transfer of Shares without again complying with this Section.

(b) Concurrently with the consummation of the Tag-Along Sale, the Tag-Along Seller shall (i) notify the Tagging Persons thereof, (ii) remit to the Tagging Persons the total consideration for the Shares of the Tagging Persons Transferred pursuant thereto, with the cash portion of the purchase price paid by wire transfer of immediately available funds in accordance with the wire transfer instructions in the applicable Tag-Along Response Notices and (iii) promptly after the consummation of such Tag-Along Sale, furnish such other evidence of the completion and the date of completion of such transfer and the terms thereof as may be reasonably requested by the Tagging Persons.

(c) If at the termination of the Tag-Along Notice Period any Shareholder shall not have elected to participate in the Tag-Along Sale, such Shareholder shall be deemed to have waived its rights under Section 4.01(a) with respect to the Transfer of its Shares pursuant to such Tag-Along Sale.

(d) If (i) any Shareholder declines to exercise its Tag-Along Rights or (ii) any Tagging Person elects to exercise its Tag-Along Rights with respect to less than such Tagging Person's Tag-Along Portion, the Tag-Along Seller shall be entitled to Transfer, pursuant to the Tag-Along Offer, a number of Shares held by it equal to the number of Shares constituting, as the case may be, the Tag-Along Portion of such Shareholder or the portion of such Tagging Person's Tag-Along Portion with respect to which Tag-Along Rights were not exercised.

(e) Notwithstanding anything contained in this Section 4.01, there shall be no liability on the part of the Tag-Along Seller to the Tagging Persons (other than the obligation to return any certificates evidencing Shares and other applicable documents received by the Tag-Along Seller) if the Transfer of Shares pursuant to Section 4.01 is not consummated for whatever reason. Whether to effect a Transfer of

Shares pursuant to this Section 4.01 by the Tag-Along Seller is in the sole and absolute discretion of the Tag-Along Seller.

(f) The provisions of this Section 4.01 (i) shall not apply to any proposed Transfer of any Shares by the Tag-Along Seller (A) in a Public Offering or pursuant to Rule 144 or (B) pursuant to Section 4.02 if the Drag-Along Seller exercises its Drag-Along Rights, (ii) shall not apply to any proposed Transfers of any Shares by the Tag-Along Seller so long as the Shares to be sold in such proposed Transfers do not in the aggregate exceed 15% of such Tag-Along Seller's Initial Ownership of the Shares, and (iii) shall not apply to any Avista Permitted Transferees.

(g) This Section 4.01 shall terminate upon the consummation of the First Public Offering.

Section 4.02. *Drag-Along Rights*. (a) Subject to this Section 4.02 and Section 4.03, if the Avista Entities (together, the " **Drag-Along Seller**") propose to Transfer not less than 50% of their collective Initial Ownership of any class of Company Securities to a Third Party (the " **Drag-Along Transferee**") in a bona fide sale (a "**Drag-Along Sale**"), the Drag-Along Seller may at its option require all Management Shareholders (i) to Transfer the Drag-Along Portion of such class of Company Securities (" **Drag-Along Rights**") then held by every Management Shareholder, and (ii) subject to and at the closing of the Drag-Along Sale, to exercise such number of options or warrants for Shares held by every Management Shareholder as is required in order that a sufficient number of Shares are available to Transfer the relevant Drag-Along Portion of Company Securities of each Management Shareholder, in each case for the same consideration per unit of the relevant class of Company Securities and otherwise on the same terms and conditions as the Drag-Along Seller, *provided* that any Management Shareholder that holds options or warrants the exercise price per share of which is greater than the per share price at which the Shares are to be Transferred to the Drag-Along Transferee, if required by the Drag-Along Seller to exercise such options, may, in place of such exercise, submit to irrevocable cancellation thereof (subject to Section 4.02(b)) without any liability for payment of any exercise price with respect thereto. If the Drag-Along Sale is not consummated with respect to any Shares acquired upon exercise of such options or warrants, such options or warrants shall be deemed not to have been exercised or canceled, as applicable.

The Drag-Along Seller shall provide notice of such Drag-Along Sale to the Management Shareholders (a " **Drag-Along Sale Notice**") not later than 10 days prior to the proposed Drag-Along Sale. The Drag-Along Sale Notice shall identify the transferee, the number of Company Securities subject to the Drag-Along Sale, the type and amount (or value) of consideration for which a Transfer is proposed to be made (the " **Drag-Along Sale Price**") and all other material terms and conditions of the Drag-Along Sale. The number of Company Securities to be sold by each Management Shareholder shall be the Drag-Along Portion of the class of Company Securities that such Shareholder owns. Each Management Shareholder shall be required to (v) participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Sale Notice, (w) to tender all its

Company Securities as set forth below, (x) waive dissenter's and/or appraisal rights (if any) with respect to the Drag-Along Sale, (y) vote or consent in favor of such transaction (to the extent a vote or consent is required) and (z) take any other necessary or appropriate action in furtherance of the foregoing. The price payable in such Transfer shall be the Drag-Along Sale Price. Not later than 10 days after the date of the Drag-Along Sale Notice (the " **Drag-Along Sale Notice Period**"), each of the Management Shareholders shall deliver to the representative of the Drag-Along Seller designated in the Drag-Along Sale Notice the certificate and other applicable instruments representing the Company Securities of such Mangement Shareholder to be included in the Drag-Along Sale, together with a limited power-of-attorney authorizing the Drag-Along Seller or such representative to Transfer such Company Securities on the terms set forth in the Drag-Along Notice and otherwise on the terms and conditions applicable to the Drag-Along Seller or otherwise more advantageous to the Drag-Along Seller than set forth in the Drag-Along Notice and wire transfer instructions for payment of the cash portion of the consideration to be received in such Drag-Along Sale, or, if such delivery is not permitted by applicable law, an unconditional agreement to deliver such Company Securities pursuant to this Section 4.02(a) at the closing for such Drag-Along Sale against delivery to such Shareholder of the consideration therefor. If a Management Shareholder should fail to deliver such certificates to the Drag-Along Seller, the Company (subject to reversal under Section 4.02(b)) shall cause the books and records of the Company to show that such Company Securities are bound by the provisions of this Section 4.02(a) and that such Company Securities shall be Transferred to the Drag-Along Transferee immediately upon surrender for Transfer by the holder thereof.

(a) The Drag-Along Seller shall have a period of 120 days from the date of receipt of the Drag-Along Sale Notice to consummate the Drag-Along Sale on the terms and conditions set forth in such Drag-Along Sale Notice, *provided* that, if such Drag-Along Sale is subject to regulatory approval, such 120-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following the effective date of the Drag-Along Sale Notice. If the Drag-Along Sale shall not have been consummated during such period, the Drag-Along Seller shall return to each of the Management Shareholders the limited power-of-attorney and all certificates and other applicable instruments representing Company Securities that such Management Shareholders delivered for Transfer pursuant hereto, together with any other documents in the possession of the Drag-Along Seller executed by the Management Shareholders in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Company Securities owned by the Management Shareholders shall again be in effect.

(b) Concurrently with the consummation of the Transfer of Company Securities pursuant to this Section 4.02, the Drag-Along Seller shall give notice thereof to the Management Shareholders, shall remit to each of the Management Shareholders that have surrendered their certificates and other applicable instruments the total consideration (the cash portion of which is to be paid by wire transfer in accordance with such

Management Shareholder's wire transfer instructions) for the Company Securities Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the material terms thereof; *provided* that in no event shall any investment banking or investment advisory fees payable to the Drag-Along Seller or any of its Affiliates be included in the amount of consideration.

(c) Notwithstanding anything contained in this Section 4.02, there shall be no liability on the part of the Drag-Along Seller to the Management Shareholders (other than the obligation to return the limited power-of-attorney and the certificates and other applicable instruments representing Shares received by the Drag-Along Seller) if the Transfer of Company Securities pursuant to this Section 4.02 is not consummated for whatever reason, regardless of whether the Drag-Along Seller has delivered a Drag-Along Sale Notice. Whether to effect a Transfer of Company Securities pursuant to this Section 4.02 by the Drag-Along Seller is in the sole and absolute discretion of the Drag-Along Seller.

(d) This Section 4.02 shall terminate upon the consummation of the First Public Offering.

Section 4.03. *Additional Conditions to Tag-Along and Drag-Along Sales*. Notwithstanding anything contained in Section 4.01 or 4.02, the rights and obligations of the Management Shareholders to participate in a Tag-Along Sale under Section 4.01 or a Drag-Along Sale under Section 4.02 are subject to the following conditions:

(a) each Management Shareholder shall be obligated to pay only its pro rata share (based on the number of Company Securities Transferred) of expenses incurred in connection with a consummated Tag-Along Sale or Drag-Along Sale to the extent such expenses are incurred for the benefit of all Shareholders and are not otherwise paid by the Company or another Person; and

(b) each Management Shareholder shall (i) make such representations, warranties and covenants and enter into such definitive agreements as are made by the Tag-Along Seller or Drag-Along Seller and (ii) be required to bear their proportionate share of any escrows, holdbacks or adjustments in purchase price.

Section 4.04. *Call Right and Put Right*.

(a) Call Right.

(i) Upon any Management Shareholder ceasing to be employed by, or providing services to, the Company or one of its Subsidiaries (a "**Terminated Shareholder**") for any reason (a "**Termination Event**"), subject to the provisions of this Section 4.04, the Company shall have the option to purchase (the "**Call Right**"), and if such option is exercised, such Terminated Shareholder shall sell, and shall cause any Permitted Transferees of such Terminated Shareholder to sell,

to the Company all or any portion of the Company Securities (A) that are Purchased Securities acquired, prior to and as of the date of the occurrence of such Termination Event (the "**Termination Date**"), or (B) that are Incentive Securities acquired prior to and as of the Termination Date, or acquired after such Termination Date pursuant to the exercise of Common Stock Options in accordance with the terms of such Common Stock Options (together with all Purchased Securities, the " **Termination Securities**"), at a price per Termination Security equal to the applicable Termination Price (as determined pursuant to Section 4.04(c) below) of the Termination Securities.

(ii) With respect to each Termination Security, the Company shall notify a Terminated Shareholder in writing, within the Call Period with respect to such Termination Security, whether the Company will exercise its right to purchase such Termination Security (the date on which a Terminated Shareholder is so notified, the "**Call Notice Date**"). The Company shall have the option to assign its right to purchase all or any portion of the Termination Securities under this Section 4.04 to any of the Avista Entities (*provided* that, prior to assigning such right to any particular Avista Entity, all such other Avista Entities shall first be offered a right to purchase such securities pro rata in proportion to the number of shares of Company Securities held by such Avista Entity) and any such Avista Entity may exercise the Company's rights under this Section 4.04 in the same manner in which the Company could exercise such rights.

(iii) The closing of the purchase by the Company of Termination Securities pursuant to this Section 4.04(a) shall take place at the principal office of the Company on the date chosen by the Company, which date shall, except as may be reasonably necessary to determine the Termination Price, in no event be more than 45 days after the Call Notice Date. At such closing, (i) the Company shall pay the Terminated Shareholder and/or such Terminated Shareholder's Permitted Transferees, as applicable, against delivery of duly endorsed certificates described below representing such Termination Securities, the aggregate Termination Price by wire transfer of immediately available federal funds and (ii) the Terminated Shareholder and/or such Terminated Shareholder's Permitted Transferees, as applicable, shall deliver to the Company a certificate or certificates representing the Termination Securities to be purchased by the Company duly endorsed, or with stock powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock transfer tax stamps affixed. The delivery of a certificate or certificates for the Termination Securities by any Person selling such Termination Securities pursuant to this Section 4.04 shall be deemed a representation and warranty by such Person that: (A) such Person has full right, title and interest in and to such Termination

Securities; (B) such Person has all necessary power and authority and has taken all necessary action to sell such Termination Securities as contemplated; (C) such Termination Securities are free and clear of any and all liens or encumbrances; and (D) there is no adverse claim with respect to such Termination Securities.

(b) Put Right.

(i) Upon any Management Shareholder's termination as a result of death or Disability, such Management Shareholder (or his or her representative in the case of death or Disability) shall have the option to sell (the " **Put Right**") and if such option is exercised the Company shall purchase, all or any portion of such Terminated Shareholder's Termination Securities owned on the Termination Date (collectively, the "**Put Securities**") for a purchase price equal to the Termination Price of the Put Securities.

(ii) The Terminated Shareholder (or such Terminated Shareholder's Permitted Transferees) shall notify the Company in writing, within 60 days of the Termination Date, whether such Terminated Shareholder (or such Permitted Transferee) will exercise its option pursuant to Section 4.04(b)(i) (the date on which the Company is so notified, the " **Put Notice Date**").

(iii) Any notice delivered pursuant to Section 4.04(b)(ii) shall set forth the date chosen by such Management Shareholder for the closing of the purchase by the Company of Put Securities pursuant to this Section 4.04(b), which date shall in no event be less than 60 days nor more than 120 days after the Put Notice Date. Such closing of the purchase by the Company of Put Securities shall take place at the principal office of the Company. At such closing, (A) the Company shall pay the Terminated Shareholder and/or such Terminated Shareholder's Permitted Transferees, as applicable, against delivery of duly endorsed certificates described below representing such Put Securities, the aggregate Termination Price by wire transfer of immediately available federal funds and (B) the Terminated Shareholder and/or such Terminated Shareholder's Permitted Transferees, as applicable, shall deliver to the Company a certificate or certificates representing the Put Securities to be purchased by the Company duly endorsed, or with stock powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock transfer tax stamps affixed. The delivery of a certificate or certificates for the Put Securities by any Person selling such Put Securities pursuant to this Section 4.05(b) shall be deemed a representation and warranty by such Person that: (1) such Person has full right, title and interest in and to such Put Securities; (2) such Person has all necessary power and authority and has taken all necessary action to sell

such Put Securities as contemplated; (3) such Put Securities are free and clear of any and all liens or encumbrances, and (4) there is no adverse claim with respect to such Put Securities.

(c) Termination Price. For purposes of this Section 4.04, if the employment or other service arrangement of a Management Shareholder is terminated, the "**Termination Price**" per Termination Security purchased by the Company pursuant to (i) the Put Right shall equal to the greater of Cost or the Fair Market Value and (ii) the Call Right shall equal the value as set forth below:

Employment Termination	Purchased Securities	Incentive Securities
By the Company or any Subsidiary thereof without Cause	Greater of Cost or Fair Market Value	Fair Market Value
By the Company or any Subsidiary thereof with Cause or by the Management Shareholder for any reason	Lower of Cost or Fair Market Value	Lower of Cost or Fair Market Value
Death or Disability	Greater of Cost or Fair Market Value	Fair Market Value

For purposes of this Section 4.04(c), "Fair Market Value" shall be the Fair Market Value on the FMV Calculation Date.

(d) Payment. The Company shall pay the Termination Price in cash; *provided*, *however*, that the Termination Price may be paid by the execution and delivery by the Company of a promissory note, subordinated on terms requested by the Company to any indebtedness of the Company to any third parties, bearing interest at the prime rate, per annum, as published in The Wall Street Journal, Eastern Edition, with principal and accrued interest and payable in equal installments on each of the first four anniversaries of the closing date (or at such time as is required in order to address the issue set forth in clauses (ii) or (iii) below) if (i) such Management Shareholder is in breach of the covenants contained in Article 6 hereof as determined by the Board in its sole discretion; (ii) restrictive covenants or other provisions contained in the documents evidencing the Company's indebtedness for borrowed money do not permit the Company to make such payments in cash (or to the extent partial cash payment is permitted, the balance to be represented by such a note); or (iii) the cash payment of the Termination Price would adversely affect the Company's financial condition as determined by the Board, in its sole discretion.

(e) Termination of Call Right and Put Right. The Call Rights under this Section 4.04 shall terminate one (1) year after the consummation of the First Public Offering.

ARTICLE 5
REGISTRATION RIGHTS

Section 5.01. *Demand Registration*. (a) If the Company shall receive a request (each such request shall be referred to herein as a " **Demand Registration**") from the Avista Entities at any time following the Closing Date (such requesting Shareholders, together, the " **Requesting Shareholder**") that the Company effect the registration under the Securities Act of all or any portion of such Requesting Shareholder's Registrable Securities, then the Company shall use its best efforts to effect, as expeditiously as possible, the registration under the Securities Act of:

(i) all Registrable Securities for which the Requesting Shareholders have requested registration under this Section 5.01, and

(ii) subject to the restrictions set forth in Section 5.01(e) and 5.02, all other Registrable Securities of the same class as those requested to be registered by the Requesting Shareholders that any Shareholders with rights to request registration under Section 5.02 (all such Shareholders, together with the Requesting Shareholders, the " **Registering Shareholders**") have requested the Company to register in accordance with Section 5.02(a),

all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be registered.

(b) At any time prior to the effective date of the registration statement relating to such registration, the Requesting Shareholders may revoke such request for a Demand Registration, without liability to any of the other Registering Shareholders, by providing a notice to the Company revoking such request.

(c) The Company shall be liable for and pay all Registration Expenses in connection with any Demand Registration.

(d) A Demand Registration shall not be deemed to have occurred:

(i) unless the registration statement relating thereto (A) has become effective under the Securities Act and (B) has remained effective for a period of at least 180 days (or such shorter period in which all Registrable Securities of the Requesting Shareholders included in such registration have actually been sold thereunder), *provided* that such registration statement shall not be considered a Demand Registration if, after such registration statement becomes effective, (1) such registration statement is interfered with by any stop order, injunction or other

order or requirement of the SEC or other governmental agency or court or (2) less than 75% of the Registrable Securities included in such registration statement have been sold thereunder; or

(ii) if the number of Registrable Securities of the Requesting Shareholders included in the registration statement is reduced in accordance with Section 5.01(e) as a result of the Maximum Offering Size (as defined below) such that less than 66 $^{2}/_{3}$% of the Registrable Securities of the Requesting Shareholders sought to be included in such registration are included.

(e) If a Demand Registration involves an underwritten Public Offering and the managing underwriter advises the Company and the Requesting Shareholders that, in its view, the number of shares of Registrable Securities requested to be included in such registration (including any securities that the Company proposes to be included that are not Registrable Securities) exceeds the largest number of shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold (the " **Maximum Offering Size**"), the Company shall include in such registration, in the priority listed below, up to the Maximum Offering Size:

(i) first, all Registrable Securities requested to be registered by the Requesting Shareholders,

(ii) second, all Registrable Securities requested to be included by other security holders of the Company having registration rights, allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such security holders based on the relative number of Registrable Securities owned by each of such security holders, and

(iii) third, such number of Registrable Securities proposed to be registered for the account of the Company, if any, as would not cause the offering to exceed the Maximum Offering Size.

(f) Upon notice to each Requesting Stockholder, the Company may postpone effecting a registration pursuant to this Section 5.01 on one occasion during any period of 12 consecutive months for a reasonable time specified in the notice but not exceeding 90 days (which period may not be extended or renewed), if (i) an investment banking firm of recognized national standing shall advise the Company and the Requesting Shareholders in writing that effecting the registration would materially and adversely affect an offering of securities of such Company the preparation of which had then been commenced or (ii) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company reasonably believes would not be in the best interests of the Company.

(g) The Avista Entities shall be entitled to request one or more Demand Registrations in accordance with Section 5.01(a). A Demand Registration shall not be counted as a Demand Registration hereunder until such Demand Registration has

been declared effective and maintained continuously effective for a period of at least six months or such shorter period when all Registrable Securities included therein have been sold in accordance with such Demand Registration.

Section 5.02. *Piggyback Registration*. (a) If, at any time after the consummation of the First Public Offering, the Company proposes to register any Company Securities under the Securities Act (other than a registration statement on Form S-4 or S-8, or any successor forms, relating to Shares issuable upon exercise of employee stock options or in connection with any employee benefit or similar plan of the Company or in connection with a direct or indirect acquisition by the Company of another Person), whether or not for sale for its own account, including pursuant to a Demand Registration under Section 5.01, the Company shall each such time give prompt notice at least five Business Days prior to the anticipated filing date of the registration statement relating to such registration to each Shareholder that holds Registrable Securities, which notice shall set forth such Shareholder's rights under this Section 5.02 and shall, subject to Sections 3.05(b) and 5.02(b), offer such Shareholder the opportunity to include in such registration statement the number of Registrable Securities of the same class or series as those proposed to be registered as each such Shareholder may request (a " **Piggyback Registration**"). Upon the request of any such Shareholders made within five Business Days after the receipt of notice from the Company (which request shall specify the number of Registrable Securities intended to be registered by such Shareholder), the Company shall use all reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities that the Company has been so requested to register by all such Shareholders, to the extent requisite to permit the disposition of the Registrable Securities so to be registered, *provided* that (i) if such registration involves an underwritten Public Offering (but not the First Public Offering), all such Shareholders requesting to be included in the Company's registration must sell their Registrable Securities to the underwriters selected as provided in Section 5.04(f)(i) on the same terms and conditions as apply to the Company or the Shareholders requesting such registration, as applicable, and (ii) if, at any time after giving notice of its intention to register any Company Securities pursuant to this Section 5.02(a) and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company shall give notice to all such Shareholders and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration. The Company shall pay all Registration Expenses in connection with each Piggyback Registration.

(b) If a Piggyback Registration involves an underwritten Public Offering (other than any Demand Registration, in which case the provisions with respect to priority of inclusion in such offering set forth in Section 5.01(e) for such "demand" right shall apply) and the managing underwriter advises the Company that, in its view, the number of Registrable Securities that the Company and the Shareholders intend to include in such registration exceeds the Maximum Offering Size, the Company shall include in such registration, in the following priority, up to the Maximum Offering Size:

(i) first, such number of Registrable Securities proposed to be registered for the account of the Company, if any, as would not cause the offering to exceed the Maximum Offering Size;

(ii) second, all Registrable Securities requested to be included in such registration by any security holder of the Company with "demand" rights;

(iii) third, all Registrable Securities requested to be included in such registration by any Management Shareholder pursuant to this Section 5.02; and

(iv) fourth, all Registrable Securities requested to be included by other security holders of the Company having registration rights, allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such security holders based on the relative number of Registrable Securities owned by each of such security holders.

Section 5.03. *Lock-Up Agreements*. In connection with any Public Offering, no Management Shareholder shall effect any public sale or private offer or distribution of any Registrable Securities during the 10 days prior to the consummation of such Public Offering and during such time period after the consummation of such Public Offering not to exceed 90 days (or 180 days in the case of the First Public Offering). Notwithstanding the foregoing, this Section 5.03 shall not apply to any sale by any Management Shareholder of Company Securities as part of any such Public Offering or of Company Securities acquired in open market transactions or block purchases by any such Management Shareholder subsequent to the First Public Offering.

Section 5.04. *Registration Procedures*. Whenever Shareholders request that any Registrable Securities be registered pursuant to Section 5.01, subject to the provisions of such Section, the Company shall use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable, and, in connection with any such request:

(a) The Company shall as expeditiously as possible prepare and file with the SEC a registration statement on any form for which the Company then qualifies or that counsel for the Company shall deem appropriate and which form shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof.

(b) Prior to filing a registration statement or prospectus or any amendment or supplement thereto, the Company shall, if requested, furnish to each participating Management Shareholder and each underwriter, if any, of the Registrable Securities covered by such registration statement copies of such registration statement as proposed to be filed, and thereafter the Company shall furnish to such Management Shareholder and underwriter, if any, such number of

copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 or Rule 430A under the Securities Act and such other documents as such Shareholder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Management Shareholder. Each Shareholder shall have the right to request that the Company modify any information contained in such registration statement, amendment and supplement thereto pertaining to such Shareholder and the Company shall use its reasonable best efforts to comply with such request, *provided, however*, that the Company shall not have any obligation so to modify any information if the Company reasonably expects that so doing would cause the prospectus to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) After the filing of the registration statement, the Company shall (i) cause the related prospectus to be supplemented by any required prospectus supplement, and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act, (ii) comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such registration statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders thereof set forth in such registration statement or supplement to such prospectus and (iii) promptly notify each Registering Shareholder holding Registrable Securities covered by such registration statement of any stop order issued or threatened by the SEC or any state securities commission and take all reasonable actions required to prevent the entry of such stop order or to remove it if entered.

(d) The Company shall use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as any Registering Shareholders holding such Registrable Securities reasonably (in light of such Shareholder's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Shareholder to consummate the disposition of the Registrable Securities owned by such Shareholder, provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 5.04(d), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(e) The Company shall immediately notify each Registering Shareholder holding such Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly prepare and make available to each such Shareholder and file with the SEC any such supplement or amendment.

(f) (i) The Avista Entities shall have the right, in their sole discretion, to select an underwriter or underwriters in connection with any Public Offering resulting from the exercise by any Avista Entity of any "demand" right, which underwriter or underwriters may include any Affiliate of any Avista Entity, and (ii) the Company shall select an underwriter or underwriters in connection with any other Public Offering. In connection with any Public Offering, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take all such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Public Offering, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the NASD. Each Registering Shareholder participating in any such Public Offering shall also enter into such agreements, as applicable, provided that the terms of such agreements are consistent with this Agreement.

(g) Upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, the Company shall make available for inspection by any Registering Shareholders and any underwriter participating in any disposition pursuant to a registration statement being filed by the Company pursuant to this Section 5.04 and any attorney, accountant or other professional retained by any such Shareholder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records") as shall be reasonably necessary or desirable to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any Inspectors in connection with such registration statement. Records that the Company determines, in good faith, to be confidential and that it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such registration statement or (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction. Each Registering Shareholder agrees that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it or its Affiliates as the basis for any market

transactions in the Company Securities unless and until such information is made generally available to the public. Each Registering Shareholder further agrees that, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, it shall give notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential.

(h) The Company shall furnish to each Registering Shareholder and to each such underwriter, if any, a signed counterpart, addressed to such Shareholder or underwriter, of (i) an opinion or opinions of counsel to the Company and (ii) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, as a majority of such Shareholders or the managing underwriter therefor reasonably requests.

(i) The Company shall otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement or such other document covering a period of 12 months, beginning within three months after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(j) The Company may require each such Registering Shareholder promptly to furnish in writing to the Company such information regarding the distribution of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required in connection with such registration.

(k) Each such Registering Shareholder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5.04(e), such Shareholder shall forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Shareholder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 5.04(e), and, if so directed by the Company, such Shareholder shall deliver to the Company all copies, other than any permanent file copies then in such Shareholder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. If the Company shall give such notice, the Company shall extend the period during which such registration statement shall be maintained effective (including the period referred to in Section 5.04(a)) by the number of days during the period from and including the date of the giving of notice pursuant to Section 5.04(e) to the date when the Company shall make available to such Shareholder a prospectus supplemented or amended to conform with the requirements of Section 5.04(e).

(l) The Company shall use its reasonable best efforts to list all Registrable Securities covered by such registration statement on any securities exchange or quotation system on which any of the Registrable Securities are then listed or traded.

(m) The Company shall have appropriate officers of the Company (i) prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, (ii) take other actions to obtain ratings for any Registrable Securities and (iii) otherwise use their reasonable best efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities.

Section 5.05. *Indemnification by the Company*. The Company agrees to indemnify and hold harmless each Registering Shareholder holding Registrable Securities covered by a registration statement, its officers, directors, employees, partners and agents, and each Person, if any, who controls such Shareholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) (" **Damages**") caused by or relating to any untrue statement or alleged untrue statement of a material fact contained in any registration statement or prospectus relating to the Registrable Securities (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus, or caused by or relating to any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such Damages are caused by or related to any such untrue statement or omission or alleged untrue statement or omission so made based upon information furnished in writing to the Company by such Registering Shareholder or on such Registering Shareholder's behalf expressly for use therein, *provided* that, with respect to any untrue statement or omission or alleged untrue statement or omission made in any preliminary prospectus, or in any prospectus, as the case may be, the indemnity agreement contained in this paragraph shall not apply to the extent that any Damages result from the fact that a current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) was not sent or given to the Person asserting any such Damages at or prior to the written confirmation of the sale of the Registrable Securities concerned to such Person if it is determined that the Company has provided such prospectus to such Registering Shareholder and it was the responsibility of such Registering Shareholder to provide such Person with a current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) and such current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) would have cured the defect giving rise to such Damages. The Company also agrees to indemnify any underwriters of the Registrable Securities, their officers and directors and each Person who controls such underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act on substantially the same basis as that of the indemnification of the Shareholders provided in this Section 5.05.

Section 5.06. *Indemnification by Participating Shareholders*. Each Registering Shareholder holding Registrable Securities included in any registration statement agrees, severally but not jointly, to indemnify and hold harmless the Company, its officers, directors and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Registering Shareholder, but only (i) with respect to information furnished in writing by such Registering Shareholder or on such Registering Shareholder's behalf expressly for use in any registration statement or prospectus relating to the Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus or (ii) to the extent that any Damages result from the fact that a current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) was not sent or given to the Person asserting any such Damages at or prior to the written confirmation of the sale of the Registrable Securities concerned to such Person if it is determined that it was the responsibility of such Registering Shareholder to provide such Person with a current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) and such current copy of the prospectus (or such amended or supplemented prospectus, as the case may be) would have cured the defect giving rise to such loss, claim, damage, liability or expense. Each such Registering Shareholder also agrees to indemnify and hold harmless underwriters of the Registrable Securities, their officers and directors and each Person who controls such underwriters within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act on substantially the same basis as that of the indemnification of the Company provided in this Section 5.06. As a condition to including Registrable Securities in any registration statement filed in accordance with Article 5, the Company may require that it shall have received an undertaking reasonably satisfactory to it from any underwriter to indemnify and hold it harmless to the extent customarily provided by underwriters with respect to similar securities. No Registering Shareholder shall be liable under this Section 5.05 for any Damages in excess of the net proceeds realized by such Shareholder in the sale of Registrable Securities of such Registering Shareholder to which such Damages relate.

Section 5.07. *Conduct of Indemnification Proceedings*. If any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to this Article 5, such Person (an " **Indemnified Party**") shall promptly notify the Person against whom such indemnity may be sought (the " **Indemnifying Party**") in writing and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Party, and shall assume the payment of all fees and expenses, *provided* that the failure of any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) in the reasonable judgment of such Indemnified Party

representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that, in connection with any proceeding or related proceedings in the same jurisdiction, the Indemnifying Party shall not be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for all such Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Indemnified Parties, such firm shall be designated in writing by the Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, or if there be a final judgment for the plaintiff, the Indemnifying Party shall indemnify and hold harmless such Indemnified Parties from and against any loss or liability (to the extent stated above) by reason of such settlement or judgment. Without the prior written consent of the Indemnified Party, no Indemnifying Party shall effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability arising out of such proceeding.

Section 5.08. *Contribution*. If the indemnification provided for in this Article 5 is unavailable to the Indemnified Parties in respect of any Damages, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Damages in such proportion as is appropriate to reflect the relative fault of the Company and of each such Registering Shareholder in connection with such statements or omissions, as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of each such Registering Shareholder, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Registering Shareholders agree that it would not be just and equitable if contribution pursuant to this Section 5.08 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the Damages referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Each Registering Shareholder's obligation to contribute pursuant to this Section 5.08 is several in the proportion that the proceeds of the offering received by such Registering Shareholder bears to the total proceeds of the offering received by all such Registering Shareholders and not joint.

Section 5.09. *Participation in Public Offering*. No Person may participate in any Public Offering hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement in respect of registration rights.

Section 5.10. *Other Indemnification*. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and each Registering Shareholder participating therein with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

Section 5.11. *Cooperation by the Company*. If any Management Shareholder shall transfer any Registrable Securities pursuant to Rule 144, the Company shall cooperate, to the extent commercially reasonable, with such Management Shareholder and shall provide to such Shareholder such information as such Management Shareholder shall reasonably request.

Section 5.12. *No Transfer of Registration Rights*. None of the rights of Shareholders under this Article 5 shall be assignable by any Management Shareholder, other than to a Permitted Transferee.

ARTICLE 6
CERTAIN COVENANTS AND AGREEMENTS

Section 6.01. *Confidentiality*. (a) Each of the Management Shareholders hereby covenants and agrees that it shall (i) hold confidential and not disclose, without the prior written consent of the Board, all confidential or proprietary written, recorded or oral information or data (including research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how and computer programming and other software techniques) provided in connection herewith or with the business of the Company and its Subsidiaries, whether in its possession before or after the date hereof and whether such confidentiality or proprietary status is indicated orally or in writing or in a context in which the Company or the disclosing party reasonably communicated, or the receiving party should reasonably have understood, that the information should be treated as confidential, whether or not the specific words "confidential" or "proprietary" are used (" **Confidential Information**") and (ii) use such Confidential Information only for the purpose of evaluating its investment in Company Securities, and not for any purpose that may be detrimental to the Company.

(a) The obligations contained in Section 6.01(a) shall not apply, or shall cease to apply, to Confidential Information if or when, and to the extent that, such Confidential Information (i) was, or becomes through no breach of the receiving party's

obligations hereunder, known to the public, (ii) becomes known to the receiving party from any source under circumstances not involving any breach of any confidentiality obligation by such source or (iii) is required to be disclosed by law, governmental regulation or applicable legal process.

Section 6.02. *Conflicting Agreements*. Each Management Shareholder represents and agrees that it shall not (i) grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, except as expressly contemplated by this Agreement, (ii) enter into any agreement or arrangement of any kind with any Person with respect to its Company Securities inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of any Management Shareholder under this Agreement, including agreements or arrangements with respect to the Transfer or voting of its Company Securities, or (iii) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of its Company Securities in any manner that is inconsistent with this Agreement.

ARTICLE 7
MISCELLANEOUS

Section 7.01. *Investment Opportunities and Conflicts of Interest*. The parties hereto expressly acknowledge and agree that (i) the Avista Entities and their respective Affiliates are permitted to have, and may presently or in the future have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in the same or similar business as the Company or its Subsidiaries and in related businesses other than through the Company and its Subsidiaries (an "**Other Business**"), *provided* that, with respect to any Other Business in which any Avista Entity engages, such Avista Entity shall, and shall cause its Affiliates to, use its reasonable best efforts to protect Confidential Information from being utilized by or for the benefit of the Other Business, (ii) the Avista Entities and their respective Affiliates have or may develop a strategic relationship with businesses that are or may be competitive with the Company and its Subsidiaries, (iii) none of the Avista Entities or their respective Affiliates will be prohibited by virtue of their investment in the Company or any of its Subsidiaries from pursuing and engaging in any such activities, (iv) none of the Avista Entities or their respective Affiliates will be obligated to inform the Company or any shareholders of the Company of any such opportunity, relationship or investment, (v) the other shareholders of the Company will not acquire, be provided with an option or opportunity to acquire or be entitled to any interest or participation in any Other Business as a result of the participation therein of any of the Avista Entities or their respective Affiliates. The Management Shareholders expressly authorize and consent to the involvement of the Avista Entities and/or their respective Affiliates in any Other Business and expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any duty owed to any other shareholder of the Company or to assert that such involvement constitutes a conflict of interest by such Persons with respect to any shareholder of the Company and (vi) nothing contained herein shall limit, prohibit or restrict any designee of any Avista Entity or any representative of any of its Affiliates

from serving on the board of directors or other governing body or committee of any Other Business.

Section 7.02. *Binding Effect; Assignability; Benefit*. (a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Any Management Shareholder that ceases to own beneficially any Company Securities shall cease to be bound by the terms hereof (other than (i) the provisions of Sections 5.04, 5.05, 5.06, 5.07 and 5.09 applicable to such Management Shareholder with respect to any offering of Registrable Securities completed before the date such Shareholder ceased to own any Company Securities and (ii) Sections 7.03, 7.06, 7.07, 7.08 and 7.09).

(b) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Company Securities or otherwise, except that any Permitted Transferee acquiring Company Securities, Person acquiring Company Securities from any Management Shareholder in a Transfer in compliance with Article 3 or Person acquiring Company Securities that is required or permitted by the terms of this Agreement or any employment agreement or stock purchase, option, stock option or other compensation plan of the Company or any Subsidiary to become a party hereto shall (unless already bound hereby) execute and deliver to the Company an agreement to be bound by this Agreement in the form of Exhibit A hereto and shall thenceforth be a "**Shareholder**." Further, except for any Avista Entity or its Permitted Transferees, any such Shareholder shall be deemed a "Management Shareholder" for purposes of this Agreement and shall be subject to all of the terms, conditions, limitations and restrictions applicable to Management Shareholders hereunder. The Company shall update Schedule A attached hereto to include any such additional Shareholders without further action on the part of the other parties hereto.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 7.03. *Notices*. All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission,

if to the Company to:

Lantheus MI Holdings, Inc.
331 Treble Cove Road
North Billerica, Massachusetts 01862
Attention: Larry Pickering
Fax: (212) 593-6941

with a copy to the Avista Entities at the address listed below;

if to the Avista Entities, to:

Avista Capital Partners, LP
65 East 55th Street
New York, New York 10022
Attention: David Burgstahler
Fax: (212) 593-6941

if to a Management Shareholder, to the address or facsimile number with respect to such Management Shareholder set forth on Schedule A attached hereto.

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether courier or otherwise, made within two Business Days after the date of such facsimile transmissions.

Any Person that becomes a Shareholder shall provide its address and fax number to the Company, which shall promptly provide such information to each other Shareholder.

Section 7.04. *Waiver; Amendment; Termination.* (a) No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. No provision of this Agreement may be amended or otherwise modified except by an instrument in writing executed by (i) the Company, with approval of the Board, (ii) Management Shareholders whose Aggregate Ownership of Company Securities is at least 50% of the Aggregate Ownership of Company Securities held by all Management Shareholders but only if and to the extent such amendment adversely affects the express rights and obligations of the Managements Shareholders under this Agreement, and (iii) the Avista Entities, for so long as the Avista Entities and their Affiliates continue to hold at least 10% of the Shares outstanding; *provided* that with respect to clause (ii) above any amendment or modification that discriminates in any material respect against any Management Shareholders in a manner disproportionate to other Management Shareholders shall require the prior written consent of a majority of such Management Shareholders so adversely affected.

(b) This Agreement shall terminate upon the earliest to occur of (i) the consummation of the First Public Offering, (ii) the bankruptcy, liquidation, dissolution or winding-up of the Company, and (iii) the consummation of a Change of Control with respect to the Company, *provided*, *however*, that, notwithstanding any of the foregoing,

the provisions of Sections 3.02, 3.05(b), Article 5, Section 6.01, Section 7.01 and any other applicable provisions of Article 7 shall survive any termination pursuant to Section 7.04(b)(i).

Section 7.05. *No Right of Employment*. Nothing in this Agreement shall be construed to give any person (including any Management Shareholder) any rights whatsoever with respect to the Shares except as specifically provided herein; limit in any way the right of the Company to terminate the employment of any person (including any Management Shareholder) at any time; or be evidence of any agreement or understanding, express or implied, that the Company will employ any person (including any Management Shareholder) in any particular position, at any particular rate of compensation or for any particular period of time.

Section 7.06. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of laws rules of such state.

Section 7.07. *Jurisdiction*. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York County, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 7.03 shall be deemed effective service of process on such party.

Section 7.08. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.09. *Specific Enforcement*. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 7.10. *Counterparts; Effectiveness*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 7.11. *Entire Agreement.* This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior and contemporaneous agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof and thereof.

Section 7.12. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LANTHEUS MI HOLDINGS, INC.

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

AVISTACAPITAL PARTNERS, LP

By: Avista Capital Partners GP, LLC,
its General Partner

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

AVISTACAPITAL PARTNERS (OFFSHORE), LP

By: Avista Capital Partners GP, LLC,
its General Partner

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

ACP-LANTERN CO-INVEST, LLC

By: Avista Capital Partners GP, LLC, its Sole
Member

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

MANAGEMENT SHAREHOLDER

/s/ Donald Kiepert
Donald Kiepert

SCHEDULE B

COMPANY SECURITY OWNERSHIP

Stockholder	Company Securities	Number of Shares
Avista Capital Partners, LP	14% Non-Convertible Series A Preferred Stock	854,639
	Common Stock	5,697,595
Avista Capital Partners (Offshore), LP	14% Non-Convertible Series A Preferred Stock	225,361
	Common Stock	1,502,405
ACP-Lantern Co-Invest, LLC	14% Non-Convertible Series A Preferred Stock	420,000
	Common Stock	2,800,000
Donald Kiepert	14% Non-Convertible Series A Preferred Stock	2,400
	Common Stock	16,000

EXHIBIT A

JOINDER TO SHAREHOLDERS' AGREEMENT

This Joinder Agreement (this "**Joinder Agreement**") is made as of the date written below by the undersigned (the "**Joining Party**") in accordance with the Amended and Restated Shareholders' Agreement dated as of February 26, 2008 (the "**Shareholders' Agreement**") among (i) Lantheus MI Holdings, Inc., a Delaware corporation, (ii) Avista Capital Partners, LP, Avista Capital Partners (Offshore), LP, and ACP-Lantern Co-Invest LLC, and (iii) certain other Persons listed on Schedule A attached thereto, as the same may be updated from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Shareholders' Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Shareholders' Agreement as of the date hereof. The Joining Party (i) shall have all of the rights and obligations of a "Shareholder" under the Shareholders' Agreement and (ii) except where the Joining Party is an Avista Entity or its Permitted Transferee, such Joining Party shall be deemed a "Management Shareholder" and subject to all of the terms, conditions, limitations and restrictions applicable thereto under the Shareholders' Agreement, in each case, as if it had executed the Shareholders' Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Shareholders' Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: ,

[NAME OF JOINING PARTY]

By: _____
Name:
Title:

Address for Notices:

Exhibit 10.5

Execution Copy
Confidential

EMPLOYEE SHAREHOLDERS AGREEMENT

dated as of

May 30, 2008

among

LANTHEUS MI HOLDINGS, INC.,

AVISTA CAPITAL PARTNERS, L.P.,

AVISTA CAPITAL PARTNERS (OFFSHORE), L.P.,

ACP-LANTERN CO-INVEST LLC

and

CERTAIN EMPLOYEE SHAREHOLDERS NAMED HEREIN

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EMPLOYEE SHAREHOLDERS' AGREEMENT

This EMPLOYEE SHAREHOLDERS' AGREEMENT, dated as of May 30, 2008 (this " **Agreement**"), by and among (i) Lantheus MI Holdings, Inc., a Delaware corporation (the "**Company**"), (ii) Avista Capital Partners, L.P., a Delaware limited partnership, Avista Capital Partners (Offshore), L.P., a Delaware limited partnership and ACP-Lantern Co-Invest LLC, a Delaware limited liability company (each of the foregoing in this clause (ii), an "**Avista Entity**" and, collectively, the "**Avista Entities**"), and (iii) each Person listed as a "Employee Shareholder" on the signature pages hereto and each party who from time to time executes and delivers a Joinder Agreement after the date hereof (each a " **Employee Shareholder**" and, collectively, the "**Employee Shareholders**"). For purposes of this Agreement, "Avista Entities" and "Employee Shareholders" shall each mean, if such Persons shall have Transferred any of their "Company Securities" to any of their respective "Permitted Transferees" (as such terms are defined below), such Persons and such Permitted Transferees, taken together, and any right, obligation or action that may be exercised or taken at the election of such Persons may be taken at the election of such Persons and such Permitted Transferees.

W I T N E S S E T H :

WHEREAS, the parties hereto desire to enter into this Agreement to govern certain of their rights, duties and obligations with respect to the ownership by the Employee Shareholders of Company Securities; and

WHEREAS, as a condition to the exercise of any Company Common Stock Option, the grantees thereof shall become a party to this Agreement in connection with any such exercise.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. (a) The following terms, as used herein, have the following meanings:

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person, provided that no security holder of the Company shall be deemed an Affiliate of any other security holder solely by reason of any investment in the Company. For the purpose of this definition, the term "**control**" (including, with correlative meanings, the terms "**controlling**," "**controlled by**" and "**under common control with**"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Aggregate Ownership**" means, with respect to any Shareholder the total number of Company Securities "beneficially owned" (as such term is defined in Rule 13d-3 of the Exchange Act) (without duplication) by such Shareholder together with any of its Permitted Transferees (as defined herein) as of the date of such calculation, calculated on a Fully-Diluted basis.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"**Call Period**" means, with respect to the application of the provisions of Section 4.03 to a Terminated Employee Shareholder:

(i) with respect to Incentive Securities, the period from such Termination Date to the later of (A) the date that is 210 days after the date of purchase of such Incentive Securities in connection with the exercise of Incentive Securities (the " **Exercise Date**"), and (B) the date that is 180 days after the Termination Date;

(ii) with respect to Incentive Securities that are exercised after the Termination Date, the period from the Exercise Date of such Incentive Securities to the date that is 210 days after the Exercise Date; or

(iii) with respect to Purchased Securities, the period that is 90 days after the Termination Date.

"**Cause**" means, with respect to any Employee Shareholder, "Cause" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and such Employee Shareholder or, if not so defined:

(i) the Employee Shareholder's breach of any fiduciary duty or legal or contractual obligation to the Company or any of its Affiliates, or to the Company's direct or indirect equity holders;

(ii) the Employee Shareholder's failure to follow the reasonable instructions of the Board or such Employee Shareholder's direct supervisor, which breach, if curable, is not cured within 10 Business Days after notice to such Employee Shareholder or, if cured, recurs within 180 days;

(iii) the Employee Shareholder's gross negligence, willful misconduct, fraud, insubordination, acts of dishonesty or conflict of interest relating to the Company or any of its Affiliates; or

(iv) the Employee Shareholder's commission of any misdemeanor relating to the affairs of the Company or any of its Affiliates or any felony.

"**Change of Control**" means, (a) any transaction or series of related transactions, in which, after giving effect to such transaction or transactions any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), other than by a "person" which is an Avista Entity or by a "group" in which an Avista Entity is a member acquires, directly or indirectly, in excess of 50% of the voting securities of a Person, or (b) the sale, lease or other disposition of all or substantially all of the assets of any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), which shall include with respect to the Company, the Company and its Subsidiaries on a consolidated basis (including securities of the Company's directly or indirectly owned Subsidiaries), other than by a "person" which is an Avista Entity or by a "group" in which an Avista Entity is a member, to a Person that is not an Affiliate of such Person.

"**Common Stock**" means any class of common stock of the Company and any stock into which such common stock may hereafter be converted or changed.

"Common Stock Option" means an option to purchase Common Stock granted pursuant to the Incentive Plan.

"**Company Securities**" means, without duplication, (i) shares of Common Stock, (ii) shares of 14% Preferred Stock and (iii) any other securities convertible into or exchangeable or exercisable for, or options, warrants or other rights to acquire, shares of Common Stock, shares of 14% Preferred Stock or any other equity or equity-linked security issued by the Company; *provided* that, for purposes of any calculation herein with respect to the number or percentage of Company Securities outstanding or held by any Employee Shareholder from time to time, each share of Common Stock and 14% Preferred Stock shall be equal to one share of Company Securities and the Board shall reasonably determine the equivalent number of Company Securities represented by any other class or shares of Company Securities that may be issued and outstanding from time to time. Schedule B hereto sets forth the class, series and number of Company Securities owned by each Shareholder as of the date hereof and the Company shall update Schedule B from time to time to reflect any Transfer, issuance, redemption, conversion, exchange, stock dividend, split or combination of Company Securities.

"**Cost**" means, with respect to any purchase by the Company of Company Securities held by an Employee Shareholder pursuant to Section 4.03 on any date after the date hereof, the amount paid by such Employee Shareholder on a per share basis (i) for the applicable Purchased Security or (ii) to exercise any option, warrant or similar right to acquire the applicable Incentive Security, as applicable.

"**Disability**" means, with respect to any Employee Shareholder, "Disability" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and such Employee Shareholder or, if not so defined, any physical or mental illness, injury or infirmity which prevents and/or is reasonably likely to prevent the Employee Shareholder from performing the Employee Shareholder's essential job functions for a period of (i) 90 consecutive calendar days or (ii) an aggregate of 120 calendar days out of any consecutive 12 month period.

"**Drag-Along Portion**" means, with respect to any Employee Shareholder and any class of Company Securities (i) the Employee Shareholder's Aggregate Ownership of such class of Company Securities *multiplied by* (ii) a fraction the numerator of which is the number of such class of Company Securities proposed to be sold by the Drag-Along Seller in the applicable Drag-Along Sale under Section 4.01 and the denominator of which is Drag-Along Seller's Aggregate Ownership of the class of Company Securities.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" with respect to any Company Securities as of any date of determination means, (i) if such determination is being made prior to the First Public Offering, a good faith determination by the Board through a reasonable application of a reasonable valuation method. Such determination shall be conclusive and binding on all persons, or (ii) in the event that the Common Stock is listed on an established U.S. exchange or through The NASDAQ Global Market or any established over-the-counter trading system, the average of the closing prices of the Common Stock on such exchange if listed or, if not so listed, the average bid and asked price of the Common Stock reported on The NASDAQ Global Market or any established over-the-counter trading system on which prices for the Common Stock is quoted, in each case, for a period of 20 trading days prior to such date of determination.

"**First Public Offering**" means the first Public Offering after the date hereof.

"**FMV Calculation Date**" means, with respect to the application of the provisions of Section 4.03 to a Terminated Employee Shareholder:

(i) with respect to Incentive Securities (other than Put Securities) that were purchased from the Company on an Exercise Date more than six months before the Termination Date, the Termination Date with respect to such Employee Shareholder;

(ii) with respect to Incentive Securities (other than Put Securities) that were purchased on an Exercise Date either less than six months before the Termination Date or after the Termination Date, the Call Notice Date with respect to such Termination Securities; or

(iii) with respect to Put Securities, the Termination Date of such Employee Shareholder.

"**Fully-Diluted**" means, with respect to any class of Company Securities, all outstanding shares and all shares issuable in respect of securities convertible into or exchangeable for such shares, all "in-the-money" stock appreciation rights, options, warrants and other rights to purchase or subscribe for such Company Securities or securities convertible into or exchangeable for such Company Securities.

"Incentive Plan" means the Company's 2008 Equity Incentive Plan, as the same may be amended, modified or supplemented, and any other equity incentive plan adopted by the Board from time to time.

"Incentive Securities" means Company Securities (other than Purchased Securities) purchased or acquired by, or issued to, an Employee Shareholder or its Permitted Transferees pursuant to the exercise of options (including any Common Stock Options) or other rights to acquire Common Stock, or any other equity or equity-linked security issued by the Company, pursuant to an Incentive Plan.

"**Initial Ownership**" means, with respect to any Shareholder and any class of Company Securities, the Aggregate Ownership of such class by such Shareholder as of the date hereof (or, in the case of any Person that shall become a party to this Agreement after the date hereof, as of the date of joinder or entry of such Person into this Agreement), in each case taking into account any stock split, stock dividend, reverse stock split or similar event.

"**Joinder Agreement**" means an agreement by the joining party thereto to be bound by the terms and conditions of this Agreement in the form of Exhibit A hereto.

"**Permitted Transferee**" means:

(i) in respect of any Avista Entity, (A) any other Avista Entity, (B) any general or limited partner of such entity (an "**Avista Partner**"), and any corporation, partnership, limited liability company or other entity that is an Affiliate of any Avista Partner (collectively, " **Avista Affiliates**"), (C) any managing director, general partner, director, limited partner, member, officer or employee of any Avista Entity or any Avista Affiliate, or any spouse, lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of any of the foregoing persons described in this clause (i) (collectively, "**Avista Associates**"), (D) any trust the beneficiaries of which, or any corporation, limited liability company or partnership the Shareholders, members or general or limited partners of which, include only such Avista Entity, Avista Affiliates, Avista Associates, their spouses or their lineal descendants and (E) a voting trustee for one or more Avista Entities, Avista Affiliates or Avista Associates; and

(ii) in respect of an Employee Shareholder, (A) any executor, administrator or testamentary trustee of such Employee Shareholder's estate if the Employee Shareholder dies, (B) any transferee receiving Company Securities owned by such Employee Shareholder by will, intestacy laws or the laws of descent or survivorship, and (C) any trustee of a trust (including an inter vivos trust) of which there are no principal beneficiaries other than such Employee Shareholder or one or more lineal descendents, siblings or parents of such Employee Shareholder or one or more lineal descendents of any siblings of such Employee Shareholder.

"**Person**" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pro Rata Share**" means, with respect to a Shareholder, the fraction that results from dividing (i) the number of shares of a particular class or classes of a Company Security held by such Shareholder (immediately before giving effect to any applicable issuance or transaction) by (ii) the aggregate number of shares of such class or classes of a Company Security held by all Shareholders (immediately before giving effect to any applicable issuance or transaction).

"**Public Offering**" means an underwritten public offering of Company Securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

"Purchase Plan" means the Company's 2008 Employee Stock Purchase Plan, as the same may be amended, modified or supplemented, and any other employee stock purchase plan adopted by the Board from time to time.

"**Purchased Securities**" means any Company Securities purchased by an Employee Shareholder from the Company pursuant to the Purchase Plan, but excluding any Incentive Securities and any Common Stock purchased by an Employee Shareholder after the First Public Offering in any open market transaction or otherwise from a Third Party.

"**Retirement"** means retirement at the age of 65 or more under the Company or its Subsidiary's retirement policies and such retirement to be certified in writing by the retiring employee which certification shall be in form and substance satisfactory to the Board.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Shareholder**" means at any time, any Person (other than the Company) who shall then be a party to or bound by this Agreement, so long as such Person shall "beneficially own" (as such term is defined in Rule 13d-3 of the Exchange Act) any Company Securities.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

"**Third Party**" means any prospective purchaser(s) of Company Securities in an arm's-length transaction from a Shareholder, other than a Permitted Transferee of such Shareholder.

"**Transfer**" means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

"**14% Preferred Stock**" means the 14% Non-Convertible Series A Preferred Stock, par value $0.001 per share, of the Company and any stock into which such preferred stock may hereafter be converted or changed.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Avista Affiliates	Definition of Permitted Transferee
Avista Associates	Definition of Permitted Transferee
Avista Designee	2.01(a)
Avista Entities	Preamble
Avista Partner	Definition of Permitted Transferee
Call Notice Date	4.03(a)(ii)
Call Right	4.03(a)(i)
Company	Preamble
Confidential Information	5.01(a)
Determination Time	3.03(b)
Drag-Along Rights	4.01(a)
Drag-Along Sale	4.01(a)
Drag-Along Sale Notice	4.01(a)
Drag-Along Sale Notice Period	4.01(a)
Drag-Along Sale Price	4.01(a)
Drag-Along Seller	4.01(a)
Drag-Along Transferee	4.01(a)
Employee Shareholders	Preamble
Irrevocable Proxy	2.02
Other Business	6.01(i)
Put Notice Date	4.03(b)(ii)
Put Right	4.03(b)(i)
Put Securities	4.03(b)(i)
Relative Ownership Percentage	3.03(b)
Termination Date	4.03(a)(i)
Termination Event	4.03(a)(i)
Termination Price	4.03(c)
Termination Securities	4.03(a)(i)
Terminated Employee Shareholder	4.03(a)(i)

Term	Section
Agreement	Preamble
Unrestricted Securities	3.03(b)

Section 1.02. *Other Definitional and Interpretative Provisions*. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to a statute are to that statute, as amended from time to time, and to the rules and regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including such date, respectively.

ARTICLE 2
CORPORATE GOVERNANCE

Section 2.01. *Composition of the Board*. (a) The Board shall consist of such number of directors as may be determined by the Avista Entities from time to time, all of such directors shall be designated by the Avista Entities (each, an "Avista Designee" and collectively, the "Avista Designees").

(b) Each Employee Shareholder agrees that it shall vote its Company Securities, to the extent that they are entitled to vote, or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a special meeting of shareholders) in order to ensure that the composition of the Board is as set forth in this Section 2.01.

Section 2.02. *Irrevocable Proxy*. Each Employee Shareholder agrees that it shall, simultaneously with the execution and delivery of this Agreement, execute and deliver an irrevocable proxy in the form attached as Exhibit B hereto (the "**Irrevocable Proxy**").

ARTICLE 3
RESTRICTIONS ON TRANSFER

Section 3.01. *General Restrictions on Transfer*. (a) Each Employee Shareholder understands and agrees that the Company Securities subject to this Agreement, including any Purchased Securities and Incentive Securities, have not been registered under the Securities Act and are restricted securities under such Act and the rules and regulations promulgated thereunder. Each Employee Shareholder agrees that it shall not Transfer any Company Securities (or solicit any offers in respect of any Transfer of any Company Securities), except in compliance with the Securities Act, any other applicable securities or "blue sky" laws, and the terms and conditions of this Agreement.

(b) Any attempt by an Employee Shareholder to Transfer any Company Securities not in compliance with this Agreement shall be null and void, and the Company shall not, and shall cause any transfer agent not to, give any effect in the Company's stock records to such attempted Transfer.

Section 3.02. *Legends*. (a) In addition to any other legend that may be required, each certificate for Company Securities issued to any Employee Shareholder shall bear a legend in substantially the following form:

> "THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY NON-U.S. OR STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH. THIS SECURITY IS ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER AS SET FORTH IN THE EMPLOYEE SHAREHOLDERS' AGREEMENT DATED AS OF [MARCH], 2008 AND AS MAY BE AMENDED FROM TIME TO TIME, COPIES OF WHICH MAY BE OBTAINED UPON REQUEST FROM LANTHEUS MI HOLDINGS, INC. OR ANY SUCCESSOR THERETO."

(b) If any Company Securities cease to be subject to any and all restrictions on Transfer set forth in this Agreement, the Company, upon the written request of the holder thereof, shall issue to such holder a new certificate evidencing such Company Securities without the second sentence of the legend required by Section 3.02(a) endorsed thereon.

Section 3.03. *Restrictions on Transfers by Employee Shareholders*. (a) Subject to Section 3.03(c), no Employee Shareholder shall Transfer any of its Company Securities except as follows:

(i) in a Transfer made to one or more of its Permitted Transferees;

(ii) in a Transfer made in compliance with Section 3.03(b);

(iii) in a Transfer made in compliance with Section 4.01; or

(iv) with the prior written consent of the Company and the Avista Entities;

provided, *however*, each Transfer in accordance with clauses (i) through (iii) above shall require (x) the applicable transferee to have executed and delivered to the Company a Joinder Agreement agreeing to be bound by the terms of this Agreement as an Employee Shareholder in accordance with Section 6.02 and (y) the transferring Employee Shareholder to have given prior written notice to the Company of the proposed Transfer to its Permitted Transferee, including the identity of such proposed Permitted Transferee and such other information reasonably requested by the Company to ensure compliance with the terms of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary and whether the Company has filed a registration statement on Form S-8 (or any successor or similar form) or authorized, approved or permitted the implementation of a Rule 10b-5(1) sales plan:

(i) following the First Public Offering, subject to Section 3.01(a), in addition to Transfers to Permitted Transferees, each Employee Shareholder may Transfer shares of Common Stock, other than any unvested shares of Common Stock and/or Common Stock Options issued or granted pursuant to employee benefit plans (such shares of Common Stock that may be Transferred, " **Unrestricted Securities**"), but only to the extent such Transfer would not result in the Relative Ownership Percentage (as defined below) of the Unrestricted Securities owned by such Employee Shareholder immediately following the effective time of such Transfer (the "**Determination Time**") being less than the aggregate Relative Ownership Percentage of the Company Securities owned by the Avista Entities immediately following the Determination Time. For purposes of this Section 3.03(b)(i), " **Relative Ownership Percentage**" means:

(x) with respect to the Unrestricted Securities held by an Employee Shareholder, a fraction (expressed as a percentage), (A) the numerator of which is the number of Unrestricted Securities owned by such Employee Shareholder immediately following the Determination Time and (B) the denominator of which is the sum of (1) the number of Unrestricted Securities owned by such Employee Shareholder immediately following the

First Public Offering and (2) the number of Company Securities owned by such Employee Shareholder that were not Unrestricted Securities immediately following the First Public Offering but that have subsequently become Unrestricted Securities, and

(y) with respect to Company Securities owned by the Avista Entities, a fraction (expressed as a percentage), (A) the numerator of which is the aggregate number of Company Securities owned by the Avista Entities immediately following the Determination Time and (B) the denominator of which is the aggregate number of Company Securities owned by the Avista Entities immediately following the First Public Offering.

(ii) Following the First Public Offering, if any Avista Entity Transfers Company Securities to a Third Party, it shall notify the Company following the consummation of such Transfer of the number and type of Company Securities Transferred and the Company shall reasonably promptly notify each Employee Shareholder and each Permitted Transferee of such information. Any Employee Shareholder wishing to Transfer Company Securities pursuant to Section 3.03(b)(i) shall be entitled to obtain prior to such Transfer, and rely upon, a statement from the Company of the number of Unrestricted Securities that such Employee Shareholder may Transfer pursuant to Section 3.03(b)(i).

(c) The restrictions on Transfers set forth in Section 3.03(a) shall terminate on the date on which the percentage determined by dividing the Aggregate Ownership of Company Securities for the Avista Entities on such date by their Initial Ownership of Company Securities falls below 10%.

ARTICLE 4
DRAG-ALONG RIGHTS; PUT RIGHT AND CALL RIGHT

Section 4.01. *Drag-Along Rights*. (a) Subject to this Section 4.01 and Section 4.02, if the Avista Entities (together, the "**Drag-Along Seller**") propose to Transfer not less than 50% of their collective Aggregate Ownership of any class of Company Securities to a Third Party (the "**Drag-Along Transferee**") in a bona fide sale (a "**Drag-Along Sale**"), the Drag-Along Seller may at its option require all Employee Shareholders (i) to Transfer the Drag-Along Portion of such class of Company Securities ("**Drag-Along Rights**") then held by every Employee Shareholder, and (ii) subject to and at the closing of the Drag-Along Sale, to exercise such number of options or warrants for such class of Company Securities held by every Employee Shareholder as is required in order that a sufficient number of such class of Company Securities are available to Transfer the relevant Drag-Along Portion of Company Securities of each Employee Shareholder, in each case for the same consideration per unit of the relevant class of Company Securities and otherwise on the same terms and conditions as the Drag-Along Seller, *provided* that any Employee Shareholder that holds options or warrants the exercise price per share of

which is greater than the per share price at which such class of Company Securities are to be Transferred to the Drag-Along Transferee, if required by the Drag-Along Seller to exercise such options, may, in place of such exercise, submit to irrevocable cancellation thereof (subject to Section 4.01(b)) without any liability for payment of any exercise price with respect thereto. If the Drag-Along Sale is not consummated with respect to any Company Securities acquired upon exercise of such options or warrants, such options or warrants shall be deemed not to have been exercised or canceled, as applicable.

The Drag-Along Seller shall provide notice of such Drag-Along Sale to the Employee Shareholders (a " **Drag-Along Sale Notice**") not later than 10 days prior to the proposed Drag-Along Sale. The Drag-Along Sale Notice shall identify the transferee, the number and class of Company Securities subject to the Drag-Along Sale, the type and amount (or value) of consideration for which a Transfer is proposed to be made (the " **Drag-Along Sale Price**") and all other material terms and conditions of the Drag-Along Sale. The number of Company Securities to be sold by each Employee Shareholder shall be the Drag-Along Portion of the class of Company Securities that such Shareholder owns. Each Employee Shareholder shall be required to (v) participate in the Drag-Along Sale on the terms and conditions set forth in the Drag-Along Sale Notice, (w) to tender all its Company Securities as set forth below, (x) waive dissenter's and/or appraisal rights (if any) with respect to the Drag-Along Sale, (y) vote or consent in favor of such transaction and (z) take any other necessary or appropriate action in furtherance of the foregoing. The price payable in such Transfer shall be the Drag-Along Sale Price. Not later than 10 days after the date of the Drag-Along Sale Notice (the "**Drag-Along Sale Notice Period**"), each of the Employee Shareholders shall deliver to the representative of the Drag-Along Seller designated in the Drag-Along Sale Notice the certificate and other applicable instruments representing the Company Securities of such Employee Shareholder to be included in the Drag-Along Sale, together with a limited power-of-attorney authorizing the Drag-Along Seller or such representative to Transfer such Company Securities on the terms set forth in the Drag-Along Notice and otherwise on the terms and conditions applicable to the Drag-Along Seller or otherwise more advantageous to the Drag-Along Seller than set forth in the Drag-Along Notice and wire transfer instructions for payment of the cash portion of the consideration to be received in such Drag-Along Sale, or, if such delivery is not permitted by applicable law, an unconditional agreement to deliver such Company Securities pursuant to this Section 4.01(a) at the closing for such Drag-Along Sale against delivery to such Shareholder of the consideration therefor. If an Employee Shareholder should fail to deliver such certificates to the Drag-Along Seller, the Company (subject to reversal under Section 4.01(b)) shall cause the books and records of the Company to show that such Company Securities are bound by the provisions of this Section 4.01(a) and that such Company Securities shall be Transferred to the Drag-Along Transferee immediately upon surrender for Transfer by the holder thereof.

(b) The Drag-Along Seller shall have a period of 120 days from the date of receipt of the Drag-Along Sale Notice to consummate the Drag-Along Sale on the terms and conditions set forth in such Drag-Along Sale Notice, *provided* that, if such

Drag-Along Sale is subject to regulatory approval, such 120-day period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days following the effective date of the Drag-Along Sale Notice. If the Drag-Along Sale shall not have been consummated during such period, the Drag-Along Seller shall return to each of the Employee Shareholders the limited power-of-attorney and all certificates and other applicable instruments representing Company Securities that such Employee Shareholders delivered for Transfer pursuant hereto, together with any other documents in the possession of the Drag-Along Seller executed by the Employee Shareholders in connection with such proposed Transfer, and all the restrictions on Transfer contained in this Agreement or otherwise applicable at such time with respect to such Company Securities owned by the Employee Shareholders shall again be in effect.

(c) Concurrently with the consummation of the Transfer of Company Securities pursuant to this Section 4.01, the Drag-Along Seller shall give notice thereof to the Employee Shareholders, shall remit to each of the Employee Shareholders that have surrendered their certificates and other applicable instruments the total consideration (the cash portion of which is to be paid by wire transfer in accordance with such Employee Shareholder's wire transfer instructions) for the Company Securities Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the material terms thereof; *provided* that in no event shall any investment banking or investment advisory fees payable to the Drag-Along Seller or any of its Affiliates be included in the amount of consideration.

(d) Notwithstanding anything contained in this Section 4.01, there shall be no liability on the part of the Drag-Along Seller to the Employee Shareholders (other than the obligation to return the limited power-of-attorney and the certificates and other applicable instruments representing Company Securities received by the Drag-Along Seller) if the Transfer of Company Securities pursuant to this Section 4.01 is not consummated for whatever reason, regardless of whether the Drag-Along Seller has delivered a Drag-Along Sale Notice. Whether to effect a Transfer of Company Securities pursuant to this Section 4.01 by the Drag-Along Seller is in the sole and absolute discretion of the Drag-Along Seller.

(e) This Section 4.01 shall terminate upon the consummation of the First Public Offering.

Section 4.02. *Additional Conditions to Drag-Along Sales*. Notwithstanding anything contained in Section 4.01, the rights and obligations of the Employee Shareholders to participate in a Drag-Along Sale under Section 4.01 are subject to the following conditions:

(a) each Employee Shareholder shall be obligated to pay only its Pro Rata Share (based on the number of Company Securities Transferred) of expenses incurred in connection with a consummated Drag-Along Sale to the extent such

expenses are incurred for the benefit of all Shareholders and are not otherwise paid by the Company or another Person; and

(b) each Employee Shareholder shall (i) make such representations, warranties and covenants and enter into such definitive agreements as are made by the Drag-Along Seller and (ii) be required to bear their proportionate share of any escrows, holdbacks or adjustments in purchase price.

Section 4.03. *Call Right and Put Right*.

(a) Call Right.

(i) Upon any Employee Shareholder ceasing to be employed by, or providing services to, the Company or one of its Subsidiaries (a "**Terminated Employee Shareholder**") for any reason (a "**Termination Event**"), subject to the provisions of this Section 4.03, the Company shall have the option to purchase (the " **Call Right**"), and if such option is exercised, such Terminated Employee Shareholder shall sell, and shall cause any Permitted Transferees of such Terminated Employee Shareholder to sell, to the Company all or any portion of the Company Securities (A) that are Purchased Securities acquired, prior to and as of the date of the occurrence of such Termination Event (the "**Termination Date**"), or (B) that are Incentive Securities acquired prior to and as of the Termination Date, or acquired after such Termination Date pursuant to the exercise of Common Stock Options in accordance with the terms of such Common Stock Options (together with all Purchased Securities, the " **Termination Securities**"), at a price per Termination Security equal to the applicable Termination Price (as determined pursuant to Section 4.03(c) below) of the Termination Securities.

(ii) With respect to each Termination Security, the Company shall notify a Terminated Employee Shareholder in writing, within the Call Period with respect to such Termination Security, whether the Company will exercise its right to purchase such Termination Security (the date on which a Terminated Employee Shareholder is so notified, the " **Call Notice Date**"). The Company shall have the option to assign its right to purchase all or any portion of the Termination Securities under this Section 4.03 to any of the Avista Entities (*provided* that, prior to assigning such right to any particular Avista Entity, all such other Avista Entities shall first be offered a right to purchase such securities pro rata in proportion to the number of shares of Company Securities held by such Avista Entity) and any such Avista Entity may exercise the Company's rights under this Section 4.03 in the same manner in which the Company could exercise such rights.

(iii) The closing of the purchase by the Company of Termination Securities pursuant to this Section 4.03(a) shall take place at the principal office of the Company on the date chosen by the Company, which date shall, except as may be reasonably necessary to determine the Termination Price, in no event be more than 45 days after the Call Notice Date. At such closing, (i) the Company shall pay the Terminated Employee Shareholder and/or such Terminated Employee Shareholder's Permitted Transferees, as applicable, against delivery of duly endorsed certificates described below representing such Termination Securities, the aggregate Termination Price by wire transfer of immediately available federal funds and (ii) the Terminated Employee Shareholder and/or such Terminated Employee Shareholder's Permitted Transferees, as applicable, shall deliver to the Company a certificate or certificates representing the Termination Securities to be purchased by the Company duly endorsed, or with stock powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock transfer tax stamps affixed. The delivery of a certificate or certificates for the Termination Securities by any Person selling such Termination Securities pursuant to this Section 4.03 shall be deemed a representation and warranty by such Person that: (A) such Person has full right, title and interest in and to such Termination Securities; (B) such Person has all necessary power and authority and has taken all necessary action to sell such Termination Securities as contemplated; (C) such Termination Securities are free and clear of any and all liens or encumbrances; and (D) there is no adverse claim with respect to such Termination Securities.

(b) Put Right.

(i) Upon any Terminated Employee Shareholder's termination as a result of death or Disability, such Terminated Employee Shareholder (or his or her executor, trustee or representative in the case of death or Disability) shall have the option to sell (the "**Put Right**") and if such option is exercised the Company shall purchase, all or any portion of such Terminated Employee Shareholder's Termination Securities owned on the Termination Date (collectively, the "**Put Securities**") for a purchase price equal to the Termination Price of the Put Securities.

(ii) The Terminated Employee Shareholder (or such Terminated Employee Shareholder's Permitted Transferees) shall notify the Company in writing, within 60 days of the Termination Date, whether such Terminated Employee Shareholder (or such Permitted Transferee) will exercise its option pursuant to Section 4.03(b)(i) (the date on which the Company is so notified, the " **Put Notice Date**").

(iii) Any notice delivered pursuant to Section 4.03(b)(ii) shall set forth the date chosen by such Employee Shareholder for the closing of

the purchase by the Company of Put Securities pursuant to this Section 4.03(b), which date shall in no event be less than 60 days or more than 120 days after the Put Notice Date. Such closing of the purchase by the Company of Put Securities shall take place at the principal office of the Company. At such closing, (A) the Company shall pay the Terminated Employee Shareholder and/or such Terminated Employee Shareholder's Permitted Transferees, as applicable, against delivery of duly endorsed certificates described below representing such Put Securities, the aggregate Termination Price by wire transfer of immediately available federal funds and (B) the Terminated Employee Shareholder and/or such Terminated Employee Shareholder's Permitted Transferees, as applicable, shall deliver to the Company a certificate or certificates representing the Put Securities to be purchased by the Company duly endorsed, or with stock powers duly endorsed, for transfer with signature guaranteed, free and clear of any lien or encumbrance, with any necessary stock transfer tax stamps affixed. The delivery of a certificate or certificates for the Put Securities by any Person selling such Put Securities pursuant to this Section 4.03(b) shall be deemed a representation and warranty by such Person that: (1) such Person has full right, title and interest in and to such Put Securities; (2) such Person has all necessary power and authority and has taken all necessary action to sell such Put Securities as contemplated; (3) such Put Securities are free and clear of any and all liens or encumbrances, and (4) there is no adverse claim with respect to such Put Securities.

(c) Termination Price. For purposes of this Section 4.03, if the employment or other service arrangement of an Employee Shareholder is terminated, the "**Termination Price**" per Termination Security purchased by the Company pursuant to (i) the Put Right shall equal to the greater of Cost or the Fair Market Value and (ii) the Call Right shall equal the value as set forth below:

Employment Termination	Purchased Securities	Incentive Securities
By the Company or any Subsidiary thereof without Cause	Greater of Cost or Fair Market Value	Fair Market Value
By the Company or any Subsidiary thereof with Cause or by the Employee Shareholder for any reason other than Retirement	Lower of Cost or Fair Market Value	Lower of Cost or Fair Market Value

Employment Termination	Purchased Securities	Incentive Securities
Upon the Death or Disability of the Employee Shareholder	Greater of Cost or Fair Market Value	Fair Market Value
Upon Retirement of the Employee Shareholders	Fair Market Value	Fair Market Value

For purposes of this Section 4.03(c), "Fair Market Value" shall be the Fair Market Value on the FMV Calculation Date.

(d) Payment. The Company shall pay the Termination Price in cash; *provided*, *however*, that the Termination Price may be paid by the execution and delivery by the Company of a promissory note, subordinated on terms requested by the Company to any indebtedness of the Company to any third parties, bearing interest at the prime rate, per annum, as published in The Wall Street Journal, Eastern Edition, with principal and accrued interest and payable in equal installments on each of the first four anniversaries of the closing date (or at such time as is required in order to address the issue set forth in clauses (ii) or (iii) below) if (i) such Employee Shareholder is in breach of the covenants contained in Article 5 hereof as determined by the Board in its sole discretion; (ii) restrictive covenants or other provisions contained in the documents evidencing the Company's indebtedness for borrowed money do not permit the Company to make such payments in cash (or to the extent partial cash payment is permitted, the balance to be represented by such a note); or (iii) the cash payment of the Termination Price would adversely affect the Company's financial condition as determined by the Board, in its sole discretion.

(e) Termination of Call Right and Put Right. The Call Rights and Put Rights under this Section 4.03 shall terminate one (1) year after the consummation of the First Public Offering.

ARTICLE 5
CERTAIN COVENANTS AND AGREEMENTS

Section 5.01. *Confidentiality*. (a) Each of the Employee Shareholders hereby covenants and agrees that it shall (i) hold confidential and not disclose, without the prior written consent of the Board, all confidential or proprietary written, recorded or oral information or data (including research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how and computer programming and other software techniques) provided in connection herewith or with the business of the Company and its Subsidiaries, whether in its possession before or after the date hereof and whether such

confidentiality or proprietary status is indicated orally or in writing or in a context in which the Company or the disclosing party reasonably communicated, or the receiving party should reasonably have understood, that the information should be treated as confidential, whether or not the specific words "confidential" or "proprietary" are used ("**Confidential Information**") and (ii) use such Confidential Information only for the purpose of evaluating its investment in Company Securities, and not for any purpose that may be detrimental to the Company or any of its Subsidiaries.

(b) The obligations contained in Section 5.01(a) shall not apply, or shall cease to apply, to Confidential Information if or when, and to the extent that, such Confidential Information (i) was, or becomes through no breach of the receiving party's obligations hereunder, known to the public, (ii) becomes known to the receiving party from any source under circumstances not involving any breach of any confidentiality obligation by such source or (iii) is required to be disclosed by law, governmental regulation or applicable legal process.

Section 5.02. *Conflicting Agreements*. Other than the Irrevocable Proxy, each Employee Shareholder represents and agrees that it shall not (i) grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, except as expressly contemplated by this Agreement, (ii) enter into any agreement or arrangement of any kind with any Person with respect to its Company Securities inconsistent with the provisions of this Agreement or the Irrevocable Proxy or for the purpose or with the effect of denying or reducing the rights of any Employee Shareholder under this Agreement or the Irrevocable Proxy, including agreements or arrangements with respect to the Transfer or voting of its Company Securities, or (iii) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of its Company Securities in any manner that is inconsistent with this Agreement or the Irrevocable Proxy.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Investment Opportunities and Conflicts of Interest*. The parties hereto expressly acknowledge and agree that (i) the Avista Entities and their respective Affiliates are permitted to have, and may presently or in the future have, investments or other business relationships, ventures, agreements or arrangements with entities engaged in the same or similar business as the Company or its Subsidiaries and in related businesses other than through the Company and its Subsidiaries (an "**Other Business**"), *provided* that, with respect to any Other Business in which any Avista Entity engages, such Avista Entity shall, and shall cause its Affiliates to, use its reasonable best efforts to protect Confidential Information from being utilized by or for the benefit of the Other Business, (ii) the Avista Entities and their respective Affiliates have or may develop a strategic relationship with businesses that are or may be competitive with the Company and its Subsidiaries, (iii) none of the Avista Entities or their respective Affiliates will be prohibited by virtue of their investment in the Company or any of its Subsidiaries from pursuing and engaging in any such activities, (iv) none of the Avista Entities or their

respective Affiliates will be obligated to inform the Company or any shareholders of the Company of any such opportunity, relationship or investment, (v) the other shareholders of the Company will not acquire, be provided with an option or opportunity to acquire or be entitled to any interest or participation in any Other Business as a result of the participation therein of any of the Avista Entities or their respective Affiliates. The Employee Shareholders expressly authorize and consent to the involvement of the Avista Entities and/or their respective Affiliates in any Other Business and expressly waive, to the fullest extent permitted by applicable law, any rights to assert any claim that such involvement breaches any duty owed to any other shareholder of the Company or to assert that such involvement constitutes a conflict of interest by such Persons with respect to any shareholder of the Company and (vi) nothing contained herein shall limit, prohibit or restrict any designee of any Avista Entity or any representative of any of its Affiliates from serving on the board of directors or other governing body or committee of any Other Business.

Section 6.02. *Binding Effect; Assignability; Benefit*. (a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Any Employee Shareholder that ceases to own beneficially any Company Securities shall cease to be bound by the terms hereof (other than Sections 5.01, 6.03, 6.06, 6.07, 6.08 and 6.09).

(b) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Company Securities or otherwise, except that any Permitted Transferee acquiring Company Securities, Person acquiring Company Securities from any Employee Shareholder in a Transfer in compliance with Article 3 or Person acquiring Company Securities that is required or permitted by the terms of this Agreement or any employment agreement or stock purchase, option, stock option or other compensation plan of the Company or any Subsidiary to become a party hereto shall (unless already bound hereby) execute and deliver to the Company an agreement to be bound by this Agreement in the form of Exhibit A hereto and shall thenceforth be an Employee Shareholder for purposes of this Agreement and shall be subject to all of the terms, conditions, limitations and restrictions applicable to Employee Shareholders hereunder. The Company shall update Schedule A attached hereto to include any such additional Employee Shareholders without further action on the part of the other parties hereto.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 6.03. *Notices*. All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission,

if to the Company to:

Lantheus MI Holdings, Inc.
331 Treble Cove Road
North Billerica, Massachusetts 01862
Attention: Chief Executive Officer and General Counsel
Fax: (978) 671 - 8742

if to an Employee Shareholder, to the address or facsimile number with respect to such Employee Shareholder set forth on Schedule A attached hereto.

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether courier or otherwise, made within two Business Days after the date of such facsimile transmissions.

Any Person that becomes an Employee Shareholder shall provide its address and fax number to the Company, which shall promptly provide such information to each other Employee Shareholder.

Section 6.04. *Waiver; Amendment; Termination.* (a) No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. No provision of this Agreement may be amended or otherwise modified except by an instrument in writing executed by (i) the Company, with approval of the Board, (ii) Employee Shareholders whose Aggregate Ownership of Company Securities is at least 50% of the Aggregate Ownership of Company Securities held by all Employee Shareholders, but only if and to the extent such amendment adversely affects the express rights and obligations of the Employee Shareholders under this Agreement, and (iii) the Avista Entities; *provided* that with respect to clause (ii) above any amendment or modification that discriminates in any material respect against any Employee Shareholders in a manner disproportionate to other Employee Shareholders shall require the prior written consent of a majority of such Employee Shareholders so adversely affected.

(b) This Agreement shall terminate upon the earliest to occur of (i) the consummation of the First Public Offering, (ii) the bankruptcy, liquidation, dissolution or winding-up of the Company, and (iii) the consummation of a Change of Control with respect to the Company, *provided*, *however*, that, notwithstanding any of the foregoing, the provisions of Sections 3.02, 3.03(b), 5.01, 5.02, 6.01 and any other applicable provisions of Article 6 shall survive any termination pursuant to Section 6.04(b)(i).

Section 6.05. *No Right of Employment*. Nothing in this Agreement shall be construed to give any person (including any Employee Shareholder) any rights

whatsoever with respect to any Company Securities except as specifically provided herein; limit in any way the right of the Company to terminate the employment of any person (including any Employee Shareholder) at any time; or be evidence of any agreement or understanding, express or implied, that the Company will employ any person (including any Employee Shareholder) in any particular position, at any particular rate of compensation or for any particular period of time.

Section 6.06. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of laws rules of such state.

Section 6.07. *Jurisdiction*. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York County, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6.03 shall be deemed effective service of process on such party.

Section 6.08. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.09. *Specific Enforcement*. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 6.10. *Counterparts; Effectiveness*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Until and unless each party

has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 6.11. *Entire Agreement.* This Agreement, the Irrevocable Proxy, and the other agreements referred to herein constitute the entire agreement among the parties hereto and supersedes all prior and contemporaneous agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof and thereof.

Section 6.12. *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LANTHEUS MI HOLDINGS, INC.

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

AVISTACAPITAL PARTNERS, L.P.

By: Avista Capital Partners GP, LLC,
its General Partner

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

AVISTACAPITAL PARTNERS (OFFSHORE), L.P.

By: Avista Capital Partners GP, LLC,
its General Partner

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: /s/ David Burgstahler
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By:
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE] 5/28/08

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

_____

/s/ [ILLEGIBLE]

_____

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ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE] May 30, 2008

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ John Douglas
John Douglas

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]
[ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ Walter A. Smith Jr

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ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ Mark W. Watson

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ Ming Yu

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

[ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ Jack Wentz
Jack Wentz

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE], Trustee

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ Daniel Griffin

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

ACP-LANTERN CO-INVEST LLC

By: Avista Capital Partners GP, LLC, its Sole Member

By: _____
Name: David Burgstahler
Title: Authorized Representative

EMPLOYEE SHAREHOLDERS:

/s/ [ILLEGIBLE]

Signature Page to Employee Shareholders' Agreement

EXHIBIT A

JOINDER TO EMPLOYEE SHAREHOLDERS AGREEMENT

This Joinder Agreement (this "**Joinder Agreement**") is made as of the date written below by the undersigned (the "**Joining Party**") in accordance with the Employee Shareholders Agreement dated as of May 30, 2008 (the "**Employee Shareholders Agreement**") among (i) Lantheus MI Holdings, Inc., a Delaware corporation, (ii) Avista Capital Partners, L.P., Avista Capital Partners (Offshore), L.P., and ACP-Lantern Co-Invest LLC, and (iii) certain other Persons listed on Schedule A attached thereto, as the same may be updated from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Employee Shareholders Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to the Employee Shareholders Agreement as of the date hereof. The Joining Party (i) shall have all of the rights and obligations of a "Employee Shareholder" under the Employee Shareholders Agreement and (ii) such Joining Party shall be deemed a "Employee Shareholder" and subject to all of the terms, conditions, limitations and restrictions applicable thereto under the Employee Shareholders Agreement, in each case, as if it had executed the Employee Shareholders Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Employee Shareholders Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: ,

[NAME OF JOINING PARTY]

By: _____

Name:
Title:

Address for Notices:

EXHIBIT B

FORM OF IRREVOCABLE PROXY

Signature Page to Employee Shareholders' Agreement

Exhibit 10.6

EXECUTION COPY

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "**Agreement**") dated January 8, 2008 by and between ACP Lantern Acquisition Inc., a Delaware corporation (the "**Company**") and Donald Kiepert ("**Executive**").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment, subject to the consummation of the transactions contemplated in the Stock and Asset Purchase Agreement among Bristol-Myers Squibb Company, ACP Lantern Holdings Inc. (the "**Holdings**") and the Company, dated as of December 16, 2007 (the "**Purchase Agreement**");

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. At-Will Employment. Executive's employment with the Company shall be subject to, and shall commence on, the Closing (as defined in the Purchase Agreement, and hereinafter referred to as the "**Closing'**). Such employment shall be "at-will" employment. The Closing Date (as defined in the Purchase Agreement) shall be, for purposes of this Agreement, the "**Effective Date**". For the avoidance of doubt, in the event the Purchase Agreement is terminated prior to the Closing or no such Closing shall occur, this Agreement shall be null and void ab initio and neither party shall have any liabilities or obligations hereunder (except for Executive's obligations under Section 10(a) hereof). Subject to the terms of this Agreement, the Company may terminate Executive's employment and this Agreement for any reason at any time, with or without prior notice and with or without Cause (as defined herein), but subject to certain terms set forth in Section 8 below. Similarly, subject to the terms of this Agreement, Executive may terminate his employment at any time, with or without Good Reason (as defined herein).

2. Position.

a. Commencing as of the Effective Date, Executive shall serve as the Company's Chief Executive Officer and initially shall serve as the Company's President. Executive shall have such duties and authority as may be assigned from time to time by the Board of Directors of Holdings (the "**Board**") and/or the Executive Chairman of the Company. The Company may have an Executive Chairman who, as determined by the Board, shall be an officer of the Company and to whom certain members of senior management (including, without limitation, the Chief Executive Officer) shall report. As of the Effective Date, Executive shall also serve as a member of the Board of Directors of the Company. If requested, Executive shall serve as an officer or a member of the Board of Directors of any of the Company's subsidiaries or affiliates without additional compensation.

b. Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Section 9.

3. Base Salary. During Executive's employment hereunder, the Company shall pay Executive a base salary at the annual rate of $400,000, payable in regular installments in accordance with the Company's payment practices from time to time. Executive shall be entitled to such increases in base salary, if any, as may be determined from time to time in the sole discretion of the Board. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "**Base Salary**".

4. Annual Bonus. With respect to each full fiscal year of employment hereunder, Executive shall be eligible to earn an annual bonus award of up to one hundred percent (100%) of Executive's Base Salary (the " **Target**") based upon achievement of annual EBITDA and other performance targets reasonably established by the Compensation Committee of the Board within the first three months of each fiscal year (the " **Annual Bonus**"). The Annual Bonus, if any, shall be paid to Executive between March 1 st and April 1 st of the fiscal year immediately following the fiscal year in respect of which the Annual Bonus was earned.

5. Equity.

a. On the Effective Date or as soon as practicable thereafter, Executive shall be granted, under the ACP Lantern Holdings Inc. 2008 Equity Incentive Plan, a nonqualified stock option to purchase approximately 2.5% of the shares of common stock of Holdings as of the Closing Date (as defined in the Purchase Agreement). 50% of such grant will vest based on the passage of time, and 50% of such grant will vest over a five-year period based on the achievement of annual EBITDA targets established by the Compensation Committee of the Board. The terms of the stock option grant shall be approved by the Board.

b. On the Effective Date, Executive shall execute the Management Shareholders' Agreement (the " **Shareholders' Agreement**") among (i) Holdings, (ii) Avista Capital Partners, LP, Avista Capital Partners (Offshore), LP and ACP-Lantern Co-Invest, LLC (collectively, "**Avista**"), and (iii) certain other Persons listed on Schedule A attached thereto, as the same may be updated from time to time.

6. Employee Benefits. During Executive's employment hereunder, Executive shall be entitled to participate in the Company's health, life and disability

insurance, and retirement and fringe employee benefit plans as in effect from time to time (collectively " **Employee Benefits**"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During Executive's employment hereunder, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company For Cause or By Executive Resignation Without Good Reason .

(i) Executive's employment hereunder may be terminated by the Company for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined below); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "**Cause**" shall mean (A) Executive's breach of any fiduciary duty or material legal or contractual obligation to the Company or any of its affiliates (including, without limitation, pursuant to a Company or affiliate policy or the restrictive covenants set forth in Section 9 of this Agreement or any other applicable restrictive covenants between the Executive and the Company or any of its affiliates), or the Company's direct or indirect equity holders, (B) Executive's failure to follow the reasonable instructions of the Board or the Board of Directors of the Company, which are consistent with Section 2(a) hereof (other than as a result of total or partial incapacity due to physical or mental illness), which breach, if curable, is not cured within 30 days after notice to Executive specifying in reasonable detail the nature of such breach, or, if cured, recurs within 180 business days, (C) Executive's gross negligence, willful misconduct, fraud, insubordination, acts of dishonesty or conflict of interest relating to the Company or any of its affiliates or (D) Executive's commission of any misdemeanor which has a material impact on the affairs, business or reputation of the Company or any of its affiliates or Executive's indictment for, or plea of nolo contendere to, a crime constituting a felony under the laws of the United States or any state thereof.

(iii) For purposes of this Agreement, "**Good Reason**" shall mean, without Executive's consent, (A) the failure of the Company to pay, or cause to be paid, Executive's Base Salary or Annual Bonus as the case may be, when due hereunder or (B) any material and continuing diminution in Executive's authority or responsibilities

from those described in Section 2 hereof (for the avoidance of doubt, any such diminution as a result of removing Executive's title of President of the Company shall not constitute Good Reason); provided that either of the events described in clause (A) or (B) of this Section 8(a)(iii) shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that Good Reason shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

(iv) If Executive's employment is terminated by the Company for Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive (A) the Base Salary through the date of termination and (B) reimbursement, within 30 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 30 days following the date of Executive's termination of employment. In the event of Executive's resignation without Good Reason (but, for the avoidance of doubt, not upon a termination of employment by the Company for Cause), Executive shall also be entitled to such vested or accrued Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) and (B) hereof, together with or accrued Employee Benefits, if any, being referred to as the " **Accrued Rights**").

Following such termination of Executive's employment by the Company for Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iv), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company due to Executive's physical or mental illness, injury or infirmity which is reasonably likely to prevent and/or prevents Executive from performing his essential job functions for a period of (A) ninety (90) consecutive calendar days or (B) an aggregate of one hundred twenty (120) calendar days out of any consecutive twelve (12) month period (such illness, injury or infirmity is hereinafter referred to as " **Disability**"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The

determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of the Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights; and

(B) a pro rata portion of the Target Annual Bonus amount that Executive would have been eligible to receive pursuant to Section 4 hereof in such year of termination, based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable contingent upon Executive or Executive's estate or representative executing an effective release of claims against the Company and its affiliates (i.e., not revoked), in the form provided as Exhibit A hereto (the "**Release**"), at such time as the Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the " **Pro Rata Bonus**").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive for Good Reason .

(i) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns for Good Reason, Executive shall be entitled to receive:

(A) the Accrued Rights;

(B) the Pro Rata Bonus;

(C) subject to Executive's continued compliance with the provisions of Sections 9 and 10 and contingent upon Executive's execution of an effective Release (i.e., not revoked), continued payment of the Base Salary in accordance with the Company's normal payroll practices for (x) six (6) months after the date of termination if such termination occurs on or prior to the second anniversary of the Effective Date and (y) twelve (12) months after the date of termination if such termination occurs after the second anniversary of the Effective Date (such six- or twelve-month period, as applicable, being the "**Severance Period**"); provided that the aggregate amount described in this clause (C) shall be reduced by the present value of any other cash severance or termination benefits payable to Executive under any other plans, programs or

arrangements of the Company or its affiliates or applicable law; provided, further, each payment of Base Salary is intended to constitute a separate payment within the meaning of Section 409A of the United States Internal Revenue Code of 1986, as amended and the regulations thereunder (collectively, the "**Code**"); and

(D) during the Severance Period, continued life insurance and group medical coverage for Executive and Executive's eligible dependents upon the same terms as provided to senior executive officers of the Company and at the same coverage levels as in effect for active employees during the Severance Period; provided that such continued life insurance and/or group medical coverage shall cease upon Executive becoming employed by another employer and eligible for life insurance and/or medical coverage, as applicable, with such other employer.

(ii) Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation for Good Reason, except as set forth in Section 8(c)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 12(i) hereof. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

e. Board/Committee Resignation. Upon termination of Executive's employment for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the Board of Directors (and any committees thereof) of any of the Company's subsidiaries or affiliates.

9. Non-Competition.

a. Executive acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates and accordingly agrees as follows:

(1) During Executive's employment with the Company and, for a period of one year following the date Executive ceases to be employed by the Company (the "**Restricted Period**"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (" **Person**"),

directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one-year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

(2) During the Restricted Period, Executive will not directly or indirectly:

(i) engage in any business that competes with the business or businesses of the Company or any of its affiliates, namely in the testing, development and manufacturing services for the development, manufacture, distribution, marketing or sale of radiopharmaceutical products, contrast imaging agents, radioactive generators for the global medical imaging and pharmaceutical industries, and including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning (a " **Competitive Business**");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates and customers, clients, suppliers, partners, members or investors of the Company or its affiliates.

(3) Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly, own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such Person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(4) During the Restricted Period, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee or consultant of the Company or its affiliates to leave the employment of, or cease providing services to, the Company or its affiliates; or

(ii) hire any such employee or consultant who was employed by or providing services to the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of or ceased providing services to the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

b. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 9 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

c. The provisions of this Section 9 shall survive the termination of this Agreement and Executive's employment for any reason.

10. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or

account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including, without limitation, trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis (" **Confidential Information**") without the prior written authorization of the Board.

(ii) Confidential Information shall not include any information that is (A) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (B) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Except as required by law, Executive will not disclose to anyone, other than Executive's immediate family and legal or financial advisors, the existence or contents of this Agreement; provided that Executive may disclose to any prospective future employer the provisions of Sections 9 and 10 of this Agreement provided they agree to maintain the confidentiality of such terms.

(iv) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately return to the Company all Company property and destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware and promptly return any other Company property in Executive's possession.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) (" **Works**"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment (" **Prior Works**"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business. A list of all such material Works as of the date hereof is attached hereto as Exhibit B.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any Company resources ("**Company Works**"), Executive shall promptly and fully disclose such works to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney-in-fact, to act for and on Executive's behalf to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless

and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) The provisions of this Section 10 shall survive the termination of Executive's employment for any reason.

11. Specific Performance. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 9 or Section 10 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

12. Miscellaneous.

a. Governing Law. This Agreement shall be governed by, construed and interpreted in all respects, in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates.

g. Dispute Resolution. Except with respect to Sections 9, 10 and 11 hereof, any controversy or claim arising out of or related to any provision of this Agreement that cannot be mutually resolved by the parties hereto shall be settled by final, binding and nonappealable arbitration in New York, NY by a single arbitrator. Subject to the following provisions, the arbitration shall be conducted in accordance with the applicable rules of American Arbitration Association then in effect. Any award entered by the arbitrator shall be final, binding and nonappealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrator shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. Each party shall be responsible for its own expenses relating to the conduct of the arbitration or litigation (including attorney's fees and expenses) and shall share the fees of the American Arbitration Association and the arbitrator equally.

h. Compliance with Section 409A of the Code . The parties acknowledge and agree that the interpretation of Section 409A of the Code and its application to the terms of this Agreement is uncertain and may be subject to change as additional guidance and interpretations become available. Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to the Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code are intended to comply with Section 409A of the Code. If, however, any such benefit or payment is deemed to not comply with Section 409A of the Code, the Company and the Executive agree to renegotiate in good faith any such benefit or payment (including, without limitation, as to the timing of any severance payments payable hereof), if possible, so that either (i) Section 409A of the Code will not apply or (ii) compliance with Section 409A of the Code will be achieved. The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 12(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:
ACP Lantern Acquisition Inc.
c/o Avista Capital Partners, LP
65 East 55th Street, 18th Floor
Attention: Ben Silbert, Esq.
Facsimile: (212) 593-6959
Email: silbert@avistacap.com

With a copy to:
ACP Lantern Holdings Inc.
c/o Avista Capital Partners, LP
65 East 55th Street, 18th Floor
New York, New York 10022
Attention: Ben Silbert, Esq.
Facsimile: (212) 593-6959
Email: silbert@avistacap.com

If to Executive:
Donald Kiepert
401 Beacon Street, #2
Boston, Massachusetts 02115
Facsimile:
Email: dkiepert@pointtherapeutics.com

k. Executive Representation. Executive hereby represents to the Company that (i) Executive has been provided with sufficient opportunity to review this Agreement and has been advised by the Company to conduct such review with an attorney of his choice and (ii) the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound, including, but not limited to, the Employment, Confidentiality and Non-Competition Agreement between Executive and Point Therapeutics, Inc. (under its former name, Immune Therapeutics, Inc.) dated as of January 22, 1997 (the " 1997 Employment Agreement"), the First Amended Executive Employment Agreement by and between

Point Therapeutics, Inc, dated as of October 31, 2001 (the "2001 Employment Agreement"), and the Consulting Agreement by and between Executive and Point Therapeutics, Inc., dated as of July 26, 2007 (the "Consulting Agreement").

l. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement or Executive's employment.

m. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

n. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures on following page]

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

ACP Lantern Acquisition, Inc.

/s/ David Burgstahler
By: David Burgstahler
Title: Authorized Representative

DONALD KIEPERT

/s/ Donald Kiepert

ACP Lantern Holdings, Inc.

/s/ David Burgstahler
By: David Burgstahler
Title: Authorized Representative

EXHIBIT A
RELEASE

This RELEASE ("**Release**") dated as of , 20 between ACP Lantern Acquisition Inc., a Delaware corporation (the "**Company**"), and Donald Kiepert (the "**Executive**").

WHEREAS, the Company and the Executive previously entered into an employment agreement dated December , 2007 (the " **Employment Agreement**"); and

WHEREAS, the Executive's employment with the Company has terminated effective , 20 ;

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and in the Employment Agreement, the Company and the Executive agree as follows:

1. The Executive, on his own behalf and on behalf of his heirs, estate and beneficiaries, does hereby release the Company, and in such capacities, any of its subsidiaries or affiliates, and each past or present officer, director, agent, employee, shareholder, and insurer of any such entities, from any and all claims made, to be made, or which might have been made of whatever nature, whether known or unknown, from the beginning of time, including those that arose as a consequence of his employment with the Company, or arising out of the severance of such employment relationship, or arising out of any act committed or omitted during or after the existence of such employment relationship, all up through and including the date on which this Release is executed, including, but not limited to, those which were, could have been or could be the subject of an administrative or judicial proceeding filed by the Executive or on his behalf under federal, state or local law, whether by statute, regulation, in contract or tort, and including, but not limited to, every claim for front pay, back pay, wages, bonus, fringe benefit, any form of discrimination (including but not limited to, every claim of race, color, sex, religion, national origin, disability or age discrimination under the Civil Rights Act of 1866; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Family and Medical Leave Act, the Civil Rights Act of 1964, Title VII, as amended; the Civil Rights Act of 1991; the Employee Retirement Income Security Act of 1974, as amended; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; The New York State Human Rights Law; the New York City Human Rights Law; or any other federal, state or local law relating to employment or discrimination in employment, or otherwise), wrongful termination, emotional distress, pain and suffering, breach of contract, compensatory or punitive damages, interest, attorney's fees, reinstatement or reemployment. If any arbitrator or court rules that such waiver of rights to file, or have filed on his behalf, any administrative or judicial charges or complaints is ineffective, the Executive agrees not to seek or accept any money damages or any other relief upon the filing of any such administrative or judicial charges or complaints. The Executive relinquishes any right to future employment with the Company and the Company shall have the right to refuse to re-employ the Executive, in each case without liability of the Executive or the Company. The Executive acknowledges and agrees that even though claims and facts in addition to those now known or believed by him to exist may subsequently be discovered, it is his intention to fully settle and release all claims he may have against the Company and the persons and entities described above, whether known, unknown or suspected. Employee does not waive his right to file a charge with the Equal Employment Opportunity Commission ("**EEOC**") or participate in an investigation conducted by the EEOC; however, Employee expressly waives his right to

monetary or other relief should any administrative agency, including but not limited to the EEOC, pursue any claim on Employee's behalf.

2. The Company and the Executive acknowledge and agree that the release contained in Paragraph 1 does not, and shall not be construed to, release or limit the scope of any existing obligation of the Company and/or any of its subsidiaries or affiliates (i) to indemnify the Executive for his acts as an officer or director of Company in accordance with the bylaws of Company or the law or (ii) to the Executive and his eligible, participating dependents or beneficiaries under any existing group welfare (excluding severance), equity, or retirement plan of the Company in which the Executive and/or such dependents are participants.

3. The Executive acknowledges that he has been provided at least 21 days to review the Release and has been advised to review it with an attorney of his choice. In the event the Executive elects to sign this Release prior to this 21 day period, he agrees that it is a knowing and voluntary waiver of his right to wait the full 21 days. The Executive further understand that he has 7 days after the signing hereof to revoke it by so notifying the Company in writing, such notice to be received by the Board of Directors of ACP Lantern Holdings Inc. within the 7 day period. The Executive further acknowledge that he has carefully read this Release, knows and understands its contents and its binding legal effect. The Executive acknowledge that by signing this Release, he does so of his own free will and act and that it is his intention that he be legally bound by its terms.

IN WITNESS WHEREOF, the parties have executed this Release on the date first above written.

ACP Lantern Acquisition Inc.

By: _____
Name:
Title:

DONALD KIEPERT

_____

EXHIBIT B
PRIOR WORKS

[None]

Exhibit 10.7

EXECUTION COPY

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "**Agreement**") dated March 4, 2008 by and between Lantheus Medical Imaging, Inc., a Delaware corporation (the "**Company**") and Larry Pickering ("**Executive**").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term. Executive's employment with the Company commenced as of January 8, 2008 (the "**Effective Date**") and, unless earlier terminated in accordance with this Agreement, shall terminate on the first anniversary of the Effective Date; provided that the Company may, upon thirty-days prior written notice, extend the term of employment under this Agreement by one year on each of anniversary of the Effective Date. Executive's employment hereunder shall be "at-will" employment.

2. Position. Commencing as of the Effective Date, Executive shall serve as the Company's Executive Chairman, in charge of strategy, research and development of the Company and/or such other duties and authority as may be assigned from time to time by the Board of Directors of Lantheus MI Holdings, Inc. (the "**Holdings**") (the "**Board**"). If requested, Executive shall serve as a member of the Board or an officer or a member of the Board of Directors of any of the Company's subsidiaries or affiliates without additional compensation.

3. Base Salary. During Executive's employment hereunder, the Company shall pay Executive a base salary at the annual rate of $500,000 (as adjusted from time to time, the "**Base Salary**"), payable in regular installments in accordance with the Company's payment practices from time to time.

4. Annual Bonus. With respect to each full fiscal year of employment hereunder, Executive shall be eligible to earn an annual bonus award of up to one hundred percent (100%) of Executive's Base Salary based upon achievement of annual EBITDA and other performance targets reasonably established by the Compensation Committee of the Board within the first three months of each fiscal year (the " **Annual Bonus**"). The Annual Bonus, if any, shall be paid to Executive between March 1st and April 1st of the fiscal year immediately following the fiscal year in respect of which the Annual Bonus was earned.

5. Equity. On the Effective Date or as soon as practicable thereafter, Executive shall be granted, under the Lantheus MI Holdings, Inc. 2008

Equity Incentive Plan, a nonqualified stock option to purchase approximately 1.5% of the shares of common stock of Holdings as of the Effective Date. 50% of such grant will vest over a four-year period based on the passage of time (the " **Time Options**"), and 50% of such grant will vest over a four-year period based on the achievement of annual EBITDA targets established by the Compensation Committee of the Board (the " **Performance Options**"); provided, that vesting of the Time Options and the Performance Options over such four-year period shall occur at a rate of up to 40% at the end of the first year and up to 20% each year thereafter. On the date of grant of the stock option, Executive shall execute the Management Shareholders' Agreement among (i) Holdings, (ii) Avista Capital Partners, LP, Avista Capital Partners (Offshore), LP and ACP-Lantern Co-Invest, LLC, and (iii) certain other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever (" **Person**") listed on Schedule A attached thereto, as the same may be updated from time to time.

6. Business Expenses/Per Diem.

a. During Executive's employment hereunder, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

b. During Executive's employment hereunder, Executive shall receive a per diem of $150 for each full day of work performed in Billerica, MA, unless Executive stays in a hotel during such stay in Billerica, MA.

7. Termination. Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Executive shall not be entitled to any severance or termination benefits upon any termination of employment with the Company, except that if Executive's employment is terminated by the Company for any reason prior to the first anniversary of the Effective Date, Executive shall be entitled to a lump sum cash payment, payable within 30 days following such termination, equal to (i) the portion of Executive's Base Salary which Executive would have received during the period from the termination date through the first anniversary of the Effective Date and (ii) the target Annual Bonus (i.e., following such a termination by the Company, Executive shall have received total base compensation (Base Salary plus Annual Bonus) equal to $1,000,000 pursuant to this Agreement). Upon termination of Executive's employment for any reason, Executive shall resign, as of the date of such termination and to the extent applicable, from the Board (and any committees thereof) and the Board of Directors (and any committees thereof) of any of the Company's subsidiaries or affiliates unless, in each case, as otherwise directed by the Board in its sole discretion.

8. Confidentiality. Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal,

communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including, without limitation, trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("**Confidential Information**") without the prior written authorization of the Board. Confidential Information shall not include any information that is (A) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (B) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (C) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

9. Miscellaneous.

a. Governing Law. This Agreement shall be governed by, construed and interpreted in all respects, in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

b. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any

purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a Person which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor Person.

f. Dispute Resolution. Except with respect to Section 8 hereof, any controversy or claim arising out of or related to any provision of this Agreement that cannot be mutually resolved by the parties hereto shall be settled by final, binding and non-appealable arbitration in New York, NY by a single arbitrator. Subject to the following provisions, the arbitration shall be conducted in accordance with the applicable rules of American Arbitration Association then in effect. Any award entered by the arbitrator shall be final, binding and non-appealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrator shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. Each party shall be responsible for its own expenses relating to the conduct of the arbitration or litigation (including attorney's fees and expenses) and shall share the fees of the American Arbitration Association and the arbitrator equally.

g. Compliance with Section 409A of the Code. Anything to the contrary herein notwithstanding, all benefits or payments provided by the Company to the Executive that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended and the regulations thereunder (collectively, the "**Code**") are intended to comply with Section 409A of the Code. If, however, any such benefit or payment is deemed not to so comply, the Company and the Executive agree to renegotiate in good faith any such benefit or payment (including, without limitation, as to the timing of any severance payments payable hereof), if possible, so that either (i) Section 409A of the Code will not apply or (ii) compliance with Section 409A of the Code will be achieved. Neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to the application of this Section 9(g).

h. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

i. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in

accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company: Lantheus Medical Imaging, Inc.
c/o Avista Capital Partners, LP
65 East 55th Street, 18th Floor
Attention: Ben Silbert, Esq.
Facsimile: (212) 593-6959
Email: silbert@avistacap.com

If to Executive: Larry Pickering
26130 Mandevilla Dr.
Bonita Spgs., FL 34134
Facsimile: (239) 992-9856
Email: pickering@avistacap.com

j. Cooperation. Executive shall provide the Company reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement or Executive's employment.

k. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

l. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signatures on following page]

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

Lantheus Medical Imaging, Inc.

/s/ David Burgstahler
By: David Burgstahler,
Authorized Representative

Lantheus MI Holdings, Inc.

/s/ David Burgstahler
By: David Burgstahler,
Authorized Representative

LARRY PICKERING

/s/ Larry Pickering

Exhibit 10.8

January 4, 2009

Lantheus Medical Imaging, Inc.
Attention: Don Kiepert, Chief Executive Officer

Dear Don:

This letter agreement amends the Employment Agreement between Larry Pickering and Lantheus Medical imaging, Inc. (the " Company"), dated as of March 4, 2008, and amended as of January 1, 2009 (the " Employment Agreement").

Effective as of January 8, 2010, Larry Pickering will no longer serve as Executive Chairman, Mr, Pickering will continue to serve as Chairman of the Board, and will continue to be employed by the Company with the new title/role of "Chairman of New Products".

Effective as of January 8, 2010, Mr. Pickering's base salary will be payable at the annual rate of $200,000 during his employment with the Company; and Mr. Pickering will no longer be eligible for the annual bonus referenced in Section 4 of the Employment Agreement.

Except as specifically amended herein, the Employment Agreement shall remain in full force and effect. The validity, interpretation, construction and performance of this agreement shall be governed by the laws of New York. This Agreement may be executed in counterparts.

If this letter correctly sets forth our agreement, please sign and return this letter to the attention of Ben Silbert.

Sincerely,

/s/ Larry Pickering
Larry Pickering

ACCEPTED AND AGREED:

Lantheus Medical Imaging, Inc.

/s/ Donald R. Kiepert
DONALD R. KIEPERT

Exhibit 10.18

Execution Copy
Confidential

LANTHEUS MI HOLDINGS, INC.

2008 EQUITY INCENTIVE PLAN

EFFECTIVE AS OF MAY 8, 2008

TABLE OF CONTENTS

LANTHEUS MI HOLDINGS, INC.

2008 EQUITY INCENTIVE PLAN

SECTION 1. PURPOSE.

The purpose of the Plan is to attract and retain the best available personnel, to provide additional incentive to persons who provide services to the Company and its Subsidiaries, and to promote the success of the Company's business. Unless the context otherwise requires, capitalized terms used herein are defined in Section 17.

SECTION 2. ADMINISTRATION.

The Plan shall be administered by the Board. The Board shall have full authority and sole discretion to take any actions it deems necessary or advisable for the administration and operation of the Plan, subject to the terms and conditions of the Plan, including, without limitation, the right to construe and interpret the provisions of the Plan or any Award, to provide for any omission in the Plan, to resolve any ambiguity or conflict under the Plan or any Award, to accelerate vesting of or otherwise waive any requirements applicable to any Award, to extend the term or any period of exercisability of any Award, to modify the purchase price or exercise price under any Award, to establish terms or conditions applicable to any Award and to review any decisions or actions made or taken by the Board. All decisions, interpretations and other actions of the Board shall be final and binding on all Participants and other persons deriving their rights from a Participant. Notwithstanding anything to the contrary herein, no action taken by the Board shall adversely affect in any material respect the rights granted to any Participant under any outstanding Award without the Participant's written consent.

SECTION 3. ELIGIBILITY.

The Board is authorized to grant Awards to employees, directors (including non-employee directors) and consultants of the Company or any Subsidiary of the Company. Employees who have been granted Awards shall be Participants in the Plan with respect to such Awards.

SECTION 4. SHARES SUBJECT TO PLAN.

a. **Basic Limitation**. Subject to the following provisions of this Section 4 and Section 13, the maximum number of Shares that may be issued pursuant to Awards under the Plan is 1,001,600 Shares. Shares may only be authorized but unissued Shares and, may not be treasury Shares. Where an Award is granted in tandem, the number of Shares charged against the Basic Limitation shall be the maximum number of Shares that may be issued pursuant to the Award.

b. **Additional Shares**. In the event that any outstanding Award expires, is cancelled or otherwise terminated, any rights to acquire Shares allocable to the unexercised or unvested portion of such Award shall again be available for the purposes of the Plan. In the event that

Shares issued under the Plan are reacquired by the Company pursuant to any forfeiture provision, such Shares shall again be available for the purposes of the Plan. In the event a Participant pays for any Award through the delivery of previously acquired Shares, the number of Shares available shall be increased by the number of Shares delivered by the Participant.

SECTION 5. AWARDS.

a. Types of Awards. The Board may, in its sole discretion, make Awards of one or more of the following: Options, Stock Appreciation Rights, Restricted Stock and Restricted Stock Units. The Company shall make Awards directly or cause one or more of its Subsidiaries to make Awards; provided, however, that the Company shall be responsible for causing any such Subsidiary to comply with the terms of any Award and the Plan. Awards may be granted singly or in tandem.

b. Award Agreements. Each Award made under the Plan shall be evidenced by a written agreement between the Participant and the Company, and no Award shall be valid without any such agreement. An Award shall be subject to all applicable terms and conditions of the Plan and to any other terms and conditions which the Board in its sole discretion deems appropriate for inclusion in the Award agreement provided such terms and conditions are not inconsistent with the Plan. Accordingly, in the event of any conflict between the provisions of the Plan and any such agreement, the provisions of the Plan shall prevail. Each agreement evidencing an Award shall provide, in addition to any terms and conditions required to be provided in such agreement pursuant to any other provision of this Plan, the following terms:

(i) Number of Shares. The number of Shares subject to the Award, if any, which number shall be subject to adjustment in accordance with Section 13.

(ii) Price. Where applicable, each agreement shall designate the price, if any, to acquire any Shares underlying the Award, which price shall be payable in a form described in Section 11 and subject to adjustment pursuant to Section 13.

(iii) Vesting. Each agreement shall specify the dates and events on which all or any installment of the Award shall be vested and nonforfeitable.

c. No Rights as a Shareholder. A Participant, or a transferee of a Participant, shall have no rights as a shareholder with respect to any Shares covered by an Award until Shares are actually issued in the name of such person (or if Shares will be held in street name, to a broker who will hold such Shares on behalf of such person), except as set forth in Section 8(d) or as may be set forth in the Award agreement.

SECTION 6. OPTIONS.

a. Grant of Options. The Board may, in its sole discretion, grant Options. All Options shall be nonqualified stock options. The Plan does not provide for the grant of "incentive stock options" within the meaning of Section 422 of the Code.

b. Options Award Agreement. Each agreement evidencing an Award of Options shall contain the following information, which shall be determined by the Board, in its sole discretion:

(i) Exercise Price. Each agreement shall state the per share exercise price, which shall not be less than the Fair Market Value of a Share on the date of grant unless such Option otherwise would satisfy Section 409A of the Code, and except in the case provided by Section 13(a).

(ii) Exercisability. Each agreement shall specify the dates and events when all or any installment of the Option becomes exercisable.

(iii) Term. Each agreement shall state the term of each Option (including the circumstances under which such Option will expire prior to the stated term thereof), which shall not exceed ten years from the date of grant.

c. Method of Exercise. Options shall be exercised by the delivery of a notice of exercise to the Company or an agent designated by the Company in a form specified or accepted by the Board, or by complying with any alternative procedures which may be authorized by the Board, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for the Shares. As soon as practicable after receipt of written notification of exercise and full payment (including satisfaction of any applicable tax withholding), the Company shall deliver to the Participant evidence of book entry Shares, or upon the Participant's request, Share certificates in an appropriate amount based upon the number of Shares purchased under the Option(s). The Company, at its election and in its sole discretion, may settle any Options requested to be exercised in Shares or cash.

SECTION 7. STOCK APPRECIATION RIGHTS.

a. Generally. The Board may, in its sole discretion, grant "Stock Appreciation Rights". A Stock Appreciation Right means a right to receive a payment in cash, Shares or a combination thereof, in the sole discretion of the Board, in an amount equal to the excess of (i) the Fair Market Value, or other specified valuation, of a number of Shares on the date the right is exercised over (ii) the Initial Base Value (as determined in any grant agreement). If a Stock Appreciation Right is granted in tandem with or in substitution for an Option, the designated Fair Market Value in the Award agreement shall reflect the Fair Market Value of the Shares underlying the Awards on the date the Option is granted.

b. Stock Appreciation Rights Award Agreement. Each agreement evidencing an Award of Stock Appreciation Rights shall contain the following information, which shall be determined by the Board, in its sole discretion:

(i) Base Value. Each agreement shall specify the base value of the Shares above which a Participant shall be entitled to share in the appreciation in the value of such Shares. The per share Initial Base Value shall not be less than the Fair Market Value of a Share on the date of grant unless such Stock Appreciation Right otherwise would satisfy Section 409A of the Code.

(ii) Exercisability. Each agreement shall specify how all or any portion of a Stock Appreciation Right shall be exercisable.

(iii) Term. Each agreement shall state the term of each Stock Appreciation Right (including the circumstances under which such Stock Appreciation Right will expire prior to the stated term thereof), which shall not exceed ten years from the date of grant.

SECTION 8. RESTRICTED STOCK

a. Generally. The Committee is hereby authorized to grant Shares that are subject to a risk of forfeiture and contain such other restrictions, including restrictions on transferability, as the Committee shall determine. Each such share shall be known as a share of Restricted Stock.

b. Restricted Stock Award Agreement. Each agreement evidencing an Award of Restricted Stock shall specify the restriction period and such other such terms, including vesting, term and transfer restrictions, as determined by the Board, in its sole discretion. If Restricted Stock will be granted or the restrictions shall have lapsed upon the achievement of performance goals over a performance period, such Award of Restricted Stock shall be referred to as "Performance Shares".

c. Voting Rights. Unless otherwise determined by the Committee and set forth in a Participant's award agreement, to the extent permitted or required by law, as determined by the Committee, Participants holding Shares of Restricted Stock granted hereunder shall have the right to exercise full voting rights with respect to those Shares during the period of restriction.

d. Section 83(b) Election. The Committee may provide in an award agreement that the Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code concerning a Restricted Stock Award, the Participant shall be required to file promptly a copy of such election with the Company.

SECTION 9. RESTRICTED STOCK UNITS.

a. Generally. The Board of Directors may, in its sole discretion, grant Restricted Stock Units, where in each case one Unit shall be a notional account representing one Share.

b. Settlement of Restricted Stock Units. Restricted Stock Units shall be settled in Shares unless the agreement evidencing the Award expressly provides for settlement of all or a portion of the Restricted Stock Units in cash equal to the value of the Shares that would otherwise be distributed in settlement of such units. Shares distributed to settle a Restricted Stock Unit may be issued with or without payment or consideration therefor, except as may be required by

applicable law or the Board of Directors in its sole discretion as set forth in the agreement evidencing the Award. The Board of Directors may, in its sole discretion, establish a program to permit participants to defer payments and distributions made in respect of Restricted Stock Units.

SECTION 10. DIVIDEND EQUIVALENT RIGHTS.

a. Generally. The Board of Directors may, in its sole discretion, grant Dividend Equivalent Rights with respect to any Award. The grant of Dividend Equivalent Rights shall be treated as a separate Award.

b. Settlement of Dividend Equivalent Rights. Dividend Equivalent Rights may be settled in cash, Shares, additional Awards or other securities or property, all as provided in the Award agreement. As determined by the Committee, Dividend Equivalent Rights granted with respect to any Option or Stock Appreciation Right may be payable regardless of whether such Option or Stock Appreciation Right is subsequently exercised.

SECTION 11. PAYMENT FOR SHARES.

a. General Rule. The exercise price of Options and/or the purchase price (if any) of Shares issuable under the Plan shall be payable in cash or personal check at the time when such Shares are purchased, except as otherwise provided in this Section 11.

b. Surrender of Shares. At the sole discretion of the Board, all or any part of the purchase price and any applicable withholding requirements may be paid by surrendering, or attesting to the ownership of Shares that have fully vested, and are already owned by the Participant. Such Shares shall be surrendered to the Company in good form for transfer and shall be valued at their Fair Market Value on the date when the Option is exercised or payment is made. The Participant shall not surrender, or attest to the ownership of, Shares in payment of any portion of the purchase price (or withholding) if such action would cause the Company or any Subsidiary thereof to recognize a compensation expense (or additional compensation expense) with respect to the applicable Award for financial reporting purposes, unless the Board consents thereto.

c. Services Rendered. At the sole discretion of the Board, and except as required by applicable law, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary thereof prior to or after the Award.

d. Promissory Note. At the sole discretion of the Board, all or a portion of the exercise price of Options and/or the purchase price (if any) of Shares issuable under the Plan and any applicable withholding requirements may be paid with a full-recourse promissory note. However, the par value of the Shares, if newly issued, shall be paid in cash. The Shares shall be pledged as security for payment of the principal amount of the promissory note and interest thereon. The interest rate payable under the terms of the promissory note shall not be less than the minimum rate (if any) required to avoid the imputation of additional interest or the creation of original issue discount under the Code. Subject to the foregoing, the Board (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

e. Net Exercise. At the sole discretion of the Board, payment of all or any portion of the purchase price under any Award under the Plan and any applicable withholding requirements may be made by reducing the number of Shares otherwise deliverable pursuant to the Award by the number of such Shares having a Fair Market Value equal to the purchase price. For the avoidance of doubt, the Company will not withhold any amounts greater than the statutory minimum.

f. Exercise/Sale. At the sole discretion of the Board on or after an Initial Public Offering, at any time, payment may be made in whole or in part by the delivery (on a form prescribed by the Company) of an irrevocable direction (i) to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company, or (ii) to pledge Shares to a securities broker or lender approved by the Company as security for a loan, and to deliver all or part of the loan proceeds to the Company, in each case in payment of all or part of the purchase price and any withholding requirements.

g. Discretion of Board. Should the Board exercise its sole discretion to permit the Participant to pay the purchase price under an Award in whole or in part in accordance with Sections 11(b) through (f) above, it shall not be bound to permit such alternative method of payment for the remainder of any such Award or with respect to any other Award or Participant under the Plan.

SECTION 12. TERMINATION OF SERVICE.

a. Termination of Service. If a Participant's Service terminates for any reason, then the Award shall be subject to termination, rights of repurchase, and the other provisions, set forth in the written agreement with the Participant governing such Award.

b. Leave of Absence. For purposes of this Section 12, Service shall be deemed to continue while a Participant is on a bona fide leave of absence, if such leave is approved by the Company in writing or if continued crediting of service for this purpose is expressly required by the terms of such leave or by applicable law (as determined by the Board).

SECTION 13. ADJUSTMENT OF SHARES.

a. General. In the event of any corporate event or transaction (including, but not limited to, a change in the Shares of the Company or the capitalization of the Company) such as a merger, consolidation, reorganization, Recapitalization, separation, reverse stock split, split up, spin-off, combination of Shares, exchange of Shares, dividend in kind, extraordinary cash dividend, or other like change in capital structure (other than normal cash dividends) to shareholders of the Company, or any similar corporate event or transaction, the Committee, to prevent dilution or enlargement of Participants' rights under the Plan, shall substitute or adjust, in its sole discretion, (a) the number and kind of Shares or other securities that may be issued under the Plan or under particular forms of Awards, (b) the number and kind of Shares or other securities subject to outstanding Awards, (c) the Option Price, grant price or purchase price applicable to outstanding Awards, (d) the grant of a Dividend Equivalent Right, and/or (e) other value determinations applicable to the Plan or outstanding Awards.

b. Mergers and Consolidations. In the event that the Company is a party to a merger or consolidation, outstanding Awards shall be subject to the agreement of merger or consolidation.

Subject to the terms of the applicable Award agreement, the agreement with respect to such merger or consolidation, without the Participants' consent, may provide for:

(i) The continuation or assumption of such outstanding Awards under the Plan by the Company (if it is the surviving entity) or by the surviving entity or its direct or indirect parent;

(ii) The substitution by the surviving entity or its direct or indirect parent of share awards with substantially the same terms and economic value for such outstanding Awards;

(iii) The acceleration of the vesting of or right to exercise such outstanding Awards immediately prior to or as of the date of the merger or consolidation, and the expiration of such outstanding Awards to the extent not timely exercised or purchased by the date of the merger or consolidation or other date thereafter designated by the Board, after reasonable advance written notice thereof to the holder of each such Award; or

(iv) The cancellation of all or any portion of such outstanding Awards; provided that, with respect to vested "in-the-money" Awards, such cancellation must be made in exchange for a cash payment of the excess of the fair market value of the Shares subject to such outstanding Awards or portion thereof being canceled over the exercise price or purchase price, if any, with respect to such Awards or the portion thereof being canceled.

SECTION 14. SECURITIES LAW REQUIREMENTS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act, state or foreign securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded. The Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase or issuance of any Shares under the Plan, and accordingly any certificates for Shares may have an appropriate legend or statement of applicable restrictions endorsed thereon. Each Participant and any person deriving its rights from any Participant shall, as a condition to the purchase or issuance of any Shares under the Plan, deliver to the Company an agreement or certificate containing such representations, warranties and covenants as the Company may deem necessary or appropriate to ensure that the issuance of Shares is not required to be registered under any applicable securities laws.

SECTION 15. GENERAL TERMS.

a. Nontransferability of Awards. No Award may be transferred, assigned, pledged or hypothecated by any Participant except in compliance with the terms of the agreement governing such Award. The exercisability of an Option or other right to acquire Shares under the Plan by someone other than the Participant shall be governed by the agreement pursuant to which such Option or other right is granted.

b. Restrictions on Transfer of Shares. Any Shares issued under the Plan shall be subject to such vesting and special forfeiture conditions, repurchase rights, rights of first offer and other transfer restrictions as the Board may determine. Such restrictions shall be set forth in the applicable Award agreement or any shareholders' agreement and shall apply in addition to any restrictions that may apply to holders of Shares generally.

c. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Plan and all Awards comply with the provisions of Section 409A of the Code and the Plan and all Awards shall be administered accordingly. Notwithstanding anything in the Plan to the contrary, the Board shall have authority to amend the Plan and modify any Award to the extent necessary to fulfill this intent and any provision that would cause the Plan or any Award to fail to satisfy Section 409A of the Code shall have no force and effect unless and until amended or modified to comply with Section 409A of the Code. Reference to Section 409A of the Code includes reference to any proposed, temporary or final regulations and any other guidance promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service.

d. Withholding Requirements. As a condition to the receipt or purchase of Shares pursuant to an Award, a Participant shall make such arrangements as the Board may require for the satisfaction of any federal, state, local or foreign withholding obligations that may arise in connection with such receipt or purchase. The Participant shall also make such arrangements as the Board may require for the satisfaction of any federal, state, local or foreign withholding obligations that may arise in connection with the disposition of Shares acquired pursuant to an Award.

e. No Retention Rights. Nothing in the Plan or in any Award granted under the Plan shall confer upon a Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary thereof employing or retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.

f. Unfunded Plan. Participants shall have no right, title or interest whatsoever in or to any investments which the Company may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, nor a fiduciary relationship between the Company and any Participant, beneficiary, legal representative or any other person. To the extent that any person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the rights of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

SECTION 16. DURATION AND AMENDMENTS.

a. Term of the Plan. The Plan, as set forth herein, shall become effective on the date of its adoption by the Board of Directors of the Company, subject to the approval of the holders of a majority of the Shares. If the requisite shareholder approvals set forth in the immediately preceding sentence to approve the Plan are not obtained within 12 months of its adoption by the Board of Directors of the Company, any Awards that have already been made shall be rescinded, and no additional Awards shall be made thereafter under the Plan. The Plan shall terminate automatically on the day preceding the 10th anniversary of its adoption by the Board of Directors of the Company unless earlier terminated pursuant to Section 16(b) below.

b. Right to Amend or Terminate the Plan. The Board may amend, suspend or terminate the Plan at any time and for any reason; provided, however, that any amendment of the Plan (except as provided in Section 13) which increases the maximum number of Shares available for issuance under the Plan in the aggregate, changes the legal entity authorized to make Awards under this Plan from the Company (or its successor) to any other legal entity, shall be subject to: (i) the approval of the holders of a majority of the Shares and (ii) any other shareholder approval required pursuant to the Shareholders' Agreement or the Employee Shareholders' Agreement, as applicable. Except as may be required by the Shareholders' Agreement or the Employee Shareholders' Agreement, approval of the holders of the Shares shall not be required for any other amendment of the Plan.

c. Effect of Amendment or Termination. Except as provided in Section 15(c) hereof, any amendment of the Plan shall not adversely affect in any respect any Participant's rights under any Award previously made or granted under the Plan without the Participant's consent. No Shares shall be issued or sold under the Plan after the termination thereof, except pursuant to an Award granted prior to such termination. The termination of the Plan shall not affect any Awards outstanding on the termination date.

d. Modification, Extension and Assumption of Awards. Within the limitations of the Plan, the Board may modify, extend or assume outstanding Awards or may provide for the cancellation of outstanding Awards in return for the grant of new Awards for the same or a different number of Shares and at the same or a different price. The foregoing notwithstanding, except as provided in Section 15(c) hereof, no modification of an Award shall, without the consent of the Participant, impair the Participant's rights or increase the Participant's obligations under such Award or impair the economic value of any such Award.

e. Initial Public Offering. Prior to an Initial Public Offering, the Board may amend and restate this Plan to include such provisions as the Board determines in good faith necessary or appropriate as a result of the Company becoming, after an Initial Public Offering, a publicly-traded company, subject to Section 16(c) hereof.

SECTION 17. DEFINITIONS.

a. "Affiliate" shall mean, with respect to any specified Person, (a) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or

indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise); provided, however, that neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any of the Management Shareholders (as such term is defined in the Shareholders' Agreement) or any of the Employee Shareholders (as such term is defined in the Employee Shareholders' Agreement) and *vice versa*, and (b) if such specified Person is an investment fund, any other investment fund the primary investment advisor to which is the primary investment advisor to such specified Person.

b. "Award" shall mean the grant of an Option, Stock Appreciation Right, Restricted Stock or Restricted Stock Unit under the Plan.

c. "Board" shall mean the Board of Directors of the Company, as constituted from time to time, or if such Board of Directors has appointed a Compensation Committee, the Compensation Committee.

d. "Change of Control" shall have the meaning ascribed to such term in the Shareholders' Agreement.

e. "Code" shall mean the Internal Revenue Code of 1986, as amended.

f. "Company" shall mean Lantheus MI Holdings, Inc.

g. "Dividend Equivalent Right" shall have the meaning described in Section 10.

h. "Employee Shareholders' Agreement" shall mean that certain Employee Shareholders' Agreement, dated as of May 8, 2008 by and among the Company and the other parties thereto from time to time (as the same shall be amended, supplemented or modified from time to time).

i. "Fair Market Value" shall mean, as of any date of determination, the Board's good faith determination of the fair value of the Company Securities as of such date.

j. "Initial Public Offering" shall mean the Company's first Public Offering. Public Offering shall mean an underwritten public offering and sale of shares of Common Stock for cash pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

k. "Option" shall mean an Option granted under the Plan and entitling the holder to purchase Shares.

l. "Participant" shall mean an eligible individual to whom an Award is granted to under the Plan.

m. "Person" shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

n. "Plan" shall mean this Lantheus MI Holdings, Inc. 2008 Equity Incentive Plan.

o. "Recapitalization" shall mean an event or series of events affecting the capital structure of the Company including, but not limited to, stock dividends, stock splits, rights offers or recapitalizations through large, non-recurring cash dividends.

p. "Restricted Stock" shall have the meaning described in Section 8(a).

q. "Restricted Stock Unit" shall have the meaning described in Section 9(a).

r. "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

s. "Service" shall mean service as an employee, director (including non-employee director) or consultant of the Company or any Subsidiary thereof.

t. "Shares" shall mean shares of the Common Stock of the Company, par value $0.001 per share.

u. "Shareholders' Agreement" shall mean that certain Shareholders' Agreement, dated as of January 8, 2008, by and among the Company, Avista Capital Partners, LP, Avista Capital Partners (Offshore), LP, ACP-Lantern Co-Invest, LLC and the Persons listed on Schedule A attached thereto (as the same shall be amended, supplemented or modified from time to time).

v. "Stock Appreciation Right" shall have the meaning described in Section 7(a).

w. "Subsidiary" shall mean any Person as to which the Company owns or controls, directly or indirectly, more than 50% percent of the voting securities of such Person.

SECTION 18. MISCELLANEOUS

a. Choice of Law. All issues concerning the relative rights of the Company and any Participants with respect to each other shall be governed by the laws of the State of Delaware. All other issues concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed entirely within such state, without regard to the conflicts of laws rules of such state. Any legal action or proceeding with respect to the Plan shall be brought in the courts of the United States for the Southern District of New York.

b. Adoption. This Plan has been duly adopted by the Board of Directors of the Company as of February 26, 2008 and was approved by the shareholders of the Company as of May 8, 2008.

Exhibit 10.19

AMENDMENT NO. 1
TO
LANTHEUS MI HOLDINGS, INC.

2008 EQUITY INCENTIVE PLAN

This AMENDMENT NO. 1, effective as of March 31, 2009 (this "Amendment"), to that certain Lantheus MI Holdings, Inc. 2008 Equity Incentive Plan, effective as of May 8, 2008 (the "Plan").

W I T N E S S E T H:

WHEREAS the Board desires to amend Section 4 of the Plan to increase the maximum number of Shares that may be issued pursuant to Awards under the Plan pursuant to Section 13 of the Plan;

WHEREAS the Board desires to amend Section 17 of the Plan to include a definition of "Committee" pursuant to Section 16(b) of the Plan;

NOW THEREFORE, it is hereby acknowledged and agreed that:

1. Defined Terms. Capitalized terms used herein, but not defined herein, have the respective meanings ascribed thereto in the Plan.

2. Amendments. As of the date first set forth above:

(a) Section 4(a) of the Plan shall be, and hereby is, amended and restated as follows:

"a. Basic Limitation. Subject to the following provisions of this Section 4 and Section 13, the maximum number of Shares that may be issued pursuant to Awards under the Plan is 5,008,000 Shares. Shares may only be authorized but unissued Shares and, may not be treasury Shares. Where an Award is granted in tandem, the number of Shares charged against the Basic Limitation shall be the maximum number of Shares that may be issued pursuant to the Award."

(b) Section 17 shall be, and hereby is amended by inserting the following new defined term at the end of such section notwithstanding the insertion thereat would not be in the correct alphabetical order:

"x. "Committee" shall mean the Board, or if the Board has appointed a Compensation Committee, the Compensation Committee."

3. Reference to and Effect on the Plan. Except as specifically amended or waived herein, the Plan shall remain in full force and effect and is hereby ratified and confirmed. All references in the Plan to the "Plan" shall mean the Plan as amended by this Agreement.

4. Effectiveness. This Amendment shall become effective as of the date first written above (the " Effective Date").

Exhibit 10.20

AMENDMENT NO. 2
TO
LANTHEUS MI HOLDINGS, INC.

2008 EQUITY INCENTIVE PLAN

This AMENDMENT NO. 2, dated as of April 17, 2009 (this " Amendment"), to that certain Lantheus MI Holdings, Inc. 2008 Equity Incentive Plan, effective as of May 8, 2008 and as amended by that Amendment No.1 dated March 31, 2009 (the " Plan").

W I T N E S S E T H:

WHEREAS the Board desires to amend Section 4 of the Plan to increase the maximum number of Shares that may be issued pursuant to Awards under the Plan pursuant to Section 16 of the Plan.

NOW THEREFORE, it is hereby acknowledged and agreed that:

1. Defined Terms. Capitalized terms used herein, but not defined herein, have the respective meanings ascribed thereto in the Plan.

2. Amendments. Section 4(a) of the Plan shall be, and hereby is, amended and restated as follows:

"a. Basic Limitation. Subject to the following provisions of this Section 4 and Section 13, the maximum number of Shares that may be issued pursuant to Awards under the Plan is 5,038,000 Shares. Shares may only be authorized but unissued Shares and, may not be treasury Shares. Where an Award is granted in tandem, the number of Shares charged against the Basic Limitation shall be the maximum number of Shares that may be issued pursuant to the Award."

3. Reference to and Effect on the Plan. Except as specifically amended or waived herein, the Plan shall remain in full force and effect and is hereby ratified and confirmed. All references in the Plan to the "Plan" shall mean the Plan as amended by this Agreement.

4. Effectiveness. This Amendment shall become effective as of the date first written above.

Exhibit 10.21

Execution Copy
Confidential

LANTHEUS MI HOLDINGS, INC.

2008 EQUITY INCENTIVE PLAN
OPTION GRANT AWARD AGREEMENT

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FORM OF
LANTHEUS MI HOLDINGS, INC.
2008 EQUITY INCENTIVE PLAN
OPTION GRANT AWARD AGREEMENT

GRANT TO: [*Name of Grantee*]

THIS AGREEMENT (this "***Agreement***") is made as of [ ], 2008 (the "***Grant Date***"), between Lantheus MI Holdings, Inc., a Delaware corporation (the "***Company***"), and [*Name of Grantee*], who is an employee of the Company or one of its Subsidiaries (the " ***Grantee***"). Capitalized terms, unless defined in Section 10 or a prior section of this Agreement, shall have the same meanings as in the Plan (as defined below).

WHEREAS, in connection with the Grantee's employment with the Company or one of its Subsidiaries, the Company desires to grant to the Grantee options to purchase a certain number of shares of Common Stock, par value $0.001, of the Company (" ***Options***") on the date hereof pursuant to the terms and conditions of this Agreement and the Company's 2008 Equity Incentive Plan (the " ***Plan***").

WHEREAS, the Board has determined that it would be to the advantage, and in the best interest, of the Company and its shareholders to grant the Options provided for herein to the Grantee as an incentive for increased efforts during his or her employment with the Company or one of its Subsidiaries.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. GRANT OF OPTIONS AWARD

(a) **Grant**. Subject to the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Grantee the following:

(i) *[50% of total Options granted to Grantee]* Options, which will be earned based on time (the " ***Time Options***"); and

(ii) *[50% of total Options granted to Grantee]* Options, which will be earned based on achievement of certain annual performance goals (the "***EBITDA Options***");

(b) **Plan**. The foregoing awards are granted under the Plan, which is incorporated herein by this reference and made a part of this Agreement.

(c) **No Rights as Stockholder.** It shall be understood that none of the terms contained herein grant to the Grantee any rights as a stockholder, and the Grantee shall not have any such rights unless and until the Grantee receives Incentive Shares in connection with the exercise of Options in accordance with the terms hereunder.

(d) **Confidentiality, IP Assignment, Non-Compete and Non-Solicit Agreement** . Unless such Grantee is already a party to a Restrictive Agreement with the Company or any of its subsidiaries including without limitation, Lantheus Medical Imaging, Inc., it is a condition to the effectiveness of the Options and the obligation of the Company to issue any Shares hereunder that the Grantee shall have executed, on or prior to the date hereof, a confidentiality, intellectual property assignment, non-compete and non-solicitation agreement in form and substance satisfactory to the Company (the "***Restrictive Agreement***").

SECTION 2. RIGHT TO EXERCISE; VESTING

(a) **Vesting.** Subject to the provisions of this Agreement, the following Options shall vest as follows:

(i) the Time Options shall vest in accordance with the provisions and terms of Schedule A; and

(ii) the EBITDA Options shall vest in accordance with the provisions and terms of Schedule B.

(b) **Effect of Vesting**. For each vested Option the Grantee may exercise such Option for one share of the Company's Common Stock.

SECTION 3. EXERCISE PROCEDURES

(a) **Notice of Exercise**. The Grantee may exercise its Options prior to its expiration as set forth in Section 6 to the extent they are vested by giving written notice to the Company in form and substance reasonably satisfactory to the Company (such notice, a " ***Notice of Exercise***") specifying the election to exercise such Options, the number of vested Options which are being exercised and the form of payment. The Notice of Exercise shall be signed by the Grantee. The Grantee shall deliver to the Company, at the time of the Notice of Exercise, payment in a form permissible under Section 4 for the full amount of the Exercise Price.

(b) **Issuance of Shares**. After receiving a properly completed and executed Notice of Exercise and, payment for the full amount of the Exercise Price as required by Section 3(a) and, if applicable, an executed Joinder Agreement to the Employee Shareholders' Agreement as required by Section 3(d), and an Irrevocable Proxy as required by Section 3(e), the Company shall cause to be issued a certificate or certificates for the Incentive Shares (as defined below), registered in the name of the Grantee (or in the names of such person and his or her spouse as community property or as joint tenants with right of survivorship), provided that as a condition to the issuance of Incentive Shares hereunder, the Grantee shall make, as of the time of issuance of such Incentive Shares, representations and warranties in a form satisfactory to the Company and substantially similar to those contained in Exhibit A. In connection with any exercise of this option, the Person exercising this option shall deliver to the Company a duly executed blank share power in the form attached hereto as Exhibit B. The date of the issuance of the Incentive Shares by the Company to the Grantee, the " ***Exercise Date***."

(c) **Withholding Requirements**. The Company may withhold any tax (or other governmental obligation) required to be withheld in connection with the exercise of the

Option, and as a condition to the settlement of any or exercise of the Option. Such withholding may be made from any source (including any salary or other compensation payable to the Grantee), and the Grantee shall make arrangements satisfactory to the Company to enable it to satisfy all such withholding requirements as a condition to the exercise of the Option (including by remitting to the Company an amount in cash sufficient to satisfy the withholding obligation). For the avoidance of doubt, the Company will not withhold any amounts greater than the statutory minimum.

(d) **Joinder Agreement**. At the time of the Notice of Exercise, if the Grantee is not then party to the Employee Shareholders' Agreement, the Grantee shall be required to execute a Joinder Agreement to the Employee Shareholders' Agreement and become a party thereto prior to or concurrent with such exercise. If the Grantee fails to execute the Joinder Agreement at or prior to the time of the Notice of Exercise, such exercise shall be ineffective and, without further notice, be deemed null and void.

(e) **Irrevocable Proxy**. At the time of the Notice of Exercise, if the Grantee has not then executed an Irrevocable Proxy, the Grantee is also required to execute an Irrevocable Proxy. If the Grantee fails to execute the Irrevocable Proxy at or prior to the time of the Notice of Exercise, such exercise shall be ineffective and, without further notice, be deemed null and void.

SECTION 4. PAYMENT OF EXERCISE PRICE

(a) **Cash or Check**. In connection with an exercise of the Option, all or part of the Exercise Price may be paid in cash or by check.

(b) **Net Exercise**. Notwithstanding anything in this Agreement to the contrary, in connection with an exercise of the Option, all or part of the Exercise Price may be paid by reducing the number of Shares being purchased pursuant to such exercise by the number of such Shares having a Fair Market Value equal to the Exercise Price.

(c) **Other Methods of Payment for Shares**. At the sole discretion of the Board, all or any part of the Exercise Price and any applicable withholding requirements may be paid by any other method permissible at the time under the terms of the Plan.

SECTION 5. SECURITIES LAW ISSUES, TRANSFER RESTRICTIONS

(a) **Grantee Acknowledgements and Representations.** The Grantee understands and agrees that: (x) the Options have not been registered under the Securities Act, (y) the Options are restricted securities under the Securities Act and (z) the Options may not be resold or transferred unless they are first registered under the Securities Act or unless an exemption from such registration is available. The Grantee hereby makes the representations and warranties set forth in Exhibit A hereto.

(b) **No Registration Rights**. The Company may, but shall not be obligated to, register or qualify the issuance of Incentive Shares to the Grantee, or the resale of any such Incentive Shares by the Grantee under the Securities Act or any other applicable law.

(c) **Transfers.** No Option shall be transferable to any Person for any reason. Any attempt to Transfer any Option shall be null and void and have no force or effect, and the Company shall not, and shall cause any transfer agent not to, give any effect in such entity's share records to such attempted Transfer. Any Incentive Shares shall be subject to the restrictions on Transfer as set forth in the Employee Shareholders' Agreement. Unless otherwise permitted pursuant to the Employee Shareholders' Agreement, the Grantee shall not Transfer any Incentive Shares (y) except in compliance with the provisions of the Employee Shareholders' Agreement, and (z) unless the transferee shall have agreed in writing to be bound by the terms of this Agreement in a manner acceptable to the Board and otherwise acknowledging that such Incentive Shares are subject to the restrictions set forth in this Agreement. Any attempt to Transfer any Incentive Shares not in compliance with this Agreement shall be null and void and have no force or effect, and the Company shall not, and shall cause any transfer agent not to, give any effect in such entity's share records to such attempted Transfer. The Grantee acknowledges that the transfer restrictions contained in this Agreement are reasonable and in the best interests of the Company.

SECTION 6. TERM OF GRANT; EXPIRATION OF VESTED AND UNVESTED OPTIONS

(a) **Term of Grant**. The Options granted pursuant to this Agreement shall expire, terminate and be cancelled 10 years from the Closing Date, unless such Options have expired, terminated and been cancelled earlier as set forth herein.

(b) **Expiration of Vested Options Following Termination**. Upon the Grantee ceasing to be employed by the Company or one of its Subsidiaries (a "***Terminated Grantee***" and, the date of such termination, the "***Termination Date***") for any reason, the following shall apply:

(i) if the Terminated Grantee resigns or otherwise terminates his or her employment with the Company or one of its Subsidiaries, the Terminated Grantee or his or her Permitted Transferees shall have 45 days from the Termination Date to exercise any Options that have vested as of the Termination Date (otherwise, as of the end of such 45-day period, such Options shall be cancelled, terminated and forfeited in all respects);

(ii) if the Terminated Grantee is terminated by the Company or one of its Subsidiaries without Cause, the Terminated Grantee or his or her Permitted Transferees shall have 60 days from the Termination Date to exercise any Options that have vested as of the Termination Date (otherwise, as of the end of such 60-day period, such Options shall be cancelled, terminated and forfeited in all respects);

(iii) if the Terminated Grantee is terminated by the Company or one of its Subsidiaries for Cause, all Options that have vested as of the Termination Date shall be cancelled, terminated and forfeited in all respects as of the Termination Date; and

(iv) if the termination is due to the Terminated Grantee's death, Disability, the Terminated Grantee or his or her legal representative or Permitted Transferees shall have one year from the Termination Date to exercise any Options that have vested as of the Termination Date (otherwise such Options, as of the end of such one-year period, shall be cancelled, terminated and forfeited in all respects).

(c) **Expiration of Unvested Options Following Termination**. Any Options that are unvested as of the Termination Date shall expire and terminate in all respects as of such date, and shall be forfeited by the Grantee or his or her Permitted Transferees.

SECTION 7. PUT RIGHT AND CALL RIGHT UPON TERMINATION OF EMPLOYMENT

Upon the termination of the Grantee's employment with the Company or any of its Subsidiaries, the Grantee or his or her Permitted Transferees shall have the right to exercise the Put Right following such termination due to his or her death or Disability, and the Company, or any Avista Investors designated thereby, shall have the right to exercise the Call Right following such termination for any reason, in each case, pursuant to the terms and conditions set forth in the Employee Shareholders' Agreement.

SECTION 8. ADJUSTMENT OF SHARES

In the event of a Recapitalization (as defined in the Plan), the terms of this Agreement (including, without limitation, the number and kind of Common Shares subject to this Agreement) shall be adjusted as set forth in Section 13 of the Plan. In the event that the Company is a party to a merger or consolidation, this Agreement shall be subject to the vesting schedule set forth on Schedule C attached hereto and Section 13 of the Plan.

SECTION 9. MISCELLANEOUS PROVISIONS

(a) **No Retention Rights**. Nothing in this Agreement or in the Plan shall confer upon the Grantee any right to continue in Service or interfere with or otherwise restrict in any way the rights of the Company or any Subsidiary employing the Grantee, which rights are hereby expressly reserved by the Company and any Subsidiary employing the Grantee, to terminate the Grantee's Service at any time and for any reason, with or without Cause.

(b) **Notices**. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person (by courier or otherwise), mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission, as follows:

If to the Company, to:

Lantheus MI Holdings, Inc.
331 Treble Cove Road
North Billerica, Massachusetts 01862
Attention: General Counsel

If to the Grantee, to the address that he or she most recently provided to the Company,

or, in each case, at such other address or fax number as such party may hereafter specify for the purpose of notices hereunder by written notice to the other party hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether by courier or otherwise, made within two Business Days after the date of such facsimile transmissions; provided that such confirmation mailing or delivery shall not affect the date of receipt, which will be the date that the facsimile successfully transmitted the notice, request or other communication.

(c) **Entire Agreement**. This Agreement and the Plan, together with the Employee Shareholders' Agreement, the Grantee's employment agreement, if any, and the other agreements referred to herein and therein and any schedules, exhibits and other documents referred to herein or therein, constitute the entire agreement and understanding among the parties hereto in respect of the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements, agreements and understandings, both oral and written, whether in term sheets, presentations or otherwise, among the parties hereto, or between any of them, with respect to the subject matter hereof and thereof.

(d) **Amendment; Waiver**. No amendment or modification of any provision of this Agreement shall be effective unless signed in writing by or on behalf of the Company and the Grantee, except that the Company may amend or modify the Agreement without the Grantee's consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. Notwithstanding the foregoing, following the First Public Offering and to the extent that the Avista Investors hold, in the aggregate, at least 10% of the outstanding Shares, the Company shall not amend, modify or waive the requirements of Section 3(d) hereof without the prior written consent of the Avista Investors. The failure of the Company in any instance to exercise the Call Option shall not constitute a waiver of any other rights that may subsequently arise under the provisions of this Agreement or any other agreement between the Company and the Grantee. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(e) **Assignment**. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Grantee except pursuant to a Transfer in accordance with the provisions of this Agreement.

(f) **Successors and Assigns; No Third Party Beneficiaries** . This Agreement shall inure to the benefit of and be binding upon the Company and the Grantee and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Company and the Grantee, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(g) **Governing Law; Venue**. All issues concerning the relative rights of the Company and any Grantee with respect to each other shall be governed by the laws of the State of Delaware. All other issues concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed entirely within such state, without regard to the conflicts of laws rules of such state. Any legal action or proceeding with respect to the Agreement shall be brought in the courts of the United States for the Southern District of New York.

(h) Waiver of Jury Trial. The Grantee hereby irrevocably waives all right of trial by jury in any legal action or proceeding (including counterclaims) relating to or arising out of or in connection with this Agreement or any of the transactions or relationships hereby contemplated or otherwise in connection with the enforcement of any rights or obligations hereunder.

(i) **Interpretation**. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation apply:

Headings. The division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and do not alter the meaning of, or affect the construction or interpretation of, this Agreement.

Section References. Unless otherwise specified, all references in this Agreement to any "Section" are to the corresponding Section of this Agreement.

Schedules/Exhibits. Any capitalized terms used in any Schedule or Exhibit to this Agreement but are not otherwise defined therein have the meanings set forth in this Agreement.

(j) **Severability**. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any law, all other provisions of this Agreement remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. If any provision of this Agreement is held to be invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(k) **Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which constitutes an original and

all of which collectively constitute one

and the same instrument. The signatures of all the parties need not appear on the same counterpart.

(l) **Grantee Undertaking.** The Grantee agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or effect one or more of the obligations or restrictions imposed on either the Grantee or upon the Options or any Incentive Shares pursuant to the provisions of this Agreement.

(m) **Plan; Employee Shareholders' Agreement** . The Grantee acknowledges and understands that material definitions and provisions concerning the Options or any Incentive Shares and the Grantee's rights and obligations with respect thereto are set forth in the Plan and the Employee Shareholders' Agreement, and that, upon the exercise of any Options, such Incentive Shares will be subject to the terms of the Employee Shareholders' Agreement, to the extent then applicable. The Grantee has had the opportunity to retain counsel, and has read carefully, and understands, the provisions of such documents.

SECTION 10. DEFINITIONS

(a) "***Affiliate***" means, with respect to any specified Person, (a) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise); provided, however, that neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any of the Employee Shareholders (as such term is defined in the Employee Shareholders' Agreement) and *vice versa*, and (b) if such specified Person is an investment fund, any other investment fund the primary investment advisor to which is the primary investment advisor to such specified Person.

(b) "***Avista Investors***" means Avista Capital Partners, LP and Avista Capital Partners (Offshore), LP, ACP-Lantern Co-Invest, LLC or any of their Permitted Transferees.

(c) "***Board***" means the Board of Directors of the Company, as constituted from time to time.

(d) "***Business Day***" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

(e) "***Call Option***" has the meaning ascribed to such term in the Employee Shareholders' Agreement.

(f) "***Cause***" means, with respect to the Grantee, "Cause" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and the Grantee or, if not so defined:

(i) the Grantee's breach of any fiduciary duty or legal or contractual obligation to the Company or any of its Affiliates, or to the Company's direct or indirect equity holders;

(ii) the Grantee's failure to follow the reasonable instructions of the Board or the Grantee's direct supervisor, which breach, if curable, is not cured within 10 Business Days after notice to the Grantee or, if cured, recurs within 180 days;

(iii) the Grantee's gross negligence, willful misconduct, fraud, insubordination, acts of dishonesty or conflict of interest relating to the Company or any of its Affiliates; or

(iv) the Grantee's commission of any misdemeanor relating to the affairs of the Company or any of its Affiliates or any felony.

(g) "***Change of Control***" means, (a) any transaction or series of related transactions, in which, after giving effect to such transaction or transactions any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), other than by a "person" which is an Avista Investor or by a "group" in which an Avista Investor is a member acquires, directly or indirectly, in excess of 50% of the voting securities of a Person, or (b) the sale, lease or other disposition of all or substantially all of the assets any "person" or "group" (as such terms are used in Section 13(d) of the Exchange Act), which shall include with respect to the Company, the Company and its Subsidiaries on a consolidated basis (including securities of the Company's directly or indirectly owned Subsidiaries), other than by a "person" which is an Avista Investor or by a "group" in which an Avista Investor is a member, to a Person that is not an Affiliate of such Person.

(h) "***Common Stock***" means the voting common stock of the Company, and any stock into which such Common Stock may hereafter be converted, changed, reclassified or exchanged.

(i) "***Closing***" or "***Closing Date***" means January 8, 2008.

(j) "***Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

(k) "***Disability***" means, with respect to the Grantee, "Disability" as defined in the employment agreement, if any, by and between the Company or any of its Subsidiaries and the Grantee or, if not so defined, any physical or mental illness, injury or infirmity which prevents and/or is reasonably likely to prevent the Grantee from performing the Grantee's essential job functions for a period of (i) 90 consecutive calendar days or (ii) an aggregate of 120 calendar days out of any consecutive 12 month period.

(l) "***Employee***" means any individual who is a common-law employee of the Company or a Subsidiary thereof.

(m) "***Employee Shareholders' Agreement***" means that certain Employee Shareholders' Agreement to be dated May 8, 2008 by and among the Company and the other

parties thereto from time to time (as the same shall be amended, modified or supplemented from time to time).

(n) "***Exercise Price***" means $[FMV], subject to appropriate adjustment as may be determined by the Board from time to time.

(o) "***Fair Market Value***" with respect to a share of stock of the Company, means, in the event that such shares are listed on an established U.S. exchange or through The NASDAQ Global Market or any established over-the-counter trading system, the average of the closing prices of such shares on such exchange if listed or, if not so listed, the average bid and asked price of such shares reported on The NASDAQ Global Market or any established over-the-counter trading system on which prices for such shares are quoted, in each case, for a period of 20 trading days prior to such date of determination, or (ii) if such shares are not publicly traded, a good faith determination by the Board through a reasonable application of a reasonable valuation method. Such determination shall be conclusive and binding on all persons.

(p) "***First Public Offering***" means the first underwritten public offering after the Closing Date of the Shares pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

(q) *"**Irrevocable Proxy**"* means the Irrevocable Proxy in the form attached as Exhibit C hereto.

(p) "***Incentive Shares***" means any Shares issued pursuant to the exercise of any Option in accordance with the terms of this Agreement.

(q) "***Joinder Agreement***" means an agreement substantially in the form of Exhibit C attached hereto, pursuant to which the Grantee shall become a party to the Employee Shareholders' Agreement and subject to all of the rights, restrictions and obligations contained therein.

(r) **"*Permitted Transferee***" means (i) any executor, administrator or testamentary trustee of the Grantee's estate if the Grantee dies, (ii) any transferee receiving Shares owned by the Grantee by will, intestacy laws or the laws of descent or survivorship, and (iii) any trustee of a trust (including an inter vivos trust) of which there are no principal beneficiaries other than the Grantee or one or more lineal descendents, siblings or parents of the Grantee or one or more lineal descendents of any siblings of the Grantee.

(s) "***Person***" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(t) "***Put Option***" has the meaning ascribed to such term in the Employee Shareholders' Agreement.

(u) "***Securities Act***" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(v) "***Service***" means service as an Employee.

(w) "***Share(s)***" means a share(s) of Common Stock of the Company.

(x) "***Subsidiary***" means, with respect to the Company, any other Person in which the Company, directly or indirectly through one or more Affiliates or otherwise, beneficially owns at least 50% of either the ownership interest (determined by equity or economic interests) in, or the voting control of, such other Person.

(z) "***Transfer***" means, with respect to any securities (including the Shares and the Options), (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such securities or any participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

LANTHEUS MI HOLDINGS, INC.

By: _____
Name: [ ]
Title: [ ]

_____
[*Name of Grantee*]

SIGNATURE PAGE TO OPTION AWARD

Exhibit 10.22

Employee Bonus Plan - 2009

1. Introduction

This document describes the 2009 Lantheus Medical Imaging Employee Bonus Plan and sets forth the methodology for setting goals and measuring performance that will earn a bonus when achieved.

Lantheus Medical Imaging believes in a "Pay for Performance" approach to employee compensation. That is, the Company will provide employees with an annual incentive bonus when prescribed performance goals are achieved. In addition, this approach also allows for higher levels of rewards when higher levels of performance are achieved and less for less than desired results for both company and individual performance. However, the entire bonus pool will be capped at 100% of the aggregate target bonus of the eligible employees under this plan.

2. Eligibility

All active 'employees' of Lantheus Medical Imaging, excluding Vice Presidents and above who are members of the Executive Leadership Team, are eligible to participate provided they are employed during the plan year including at time of the bonus payment. Bonus for part time employees working 25 hours or more per week and will be prorated based on hours worked. Any new employees hired during the year prior to October 1, will be eligible to participate on a prorated basis, based on length of employment during the plan year. Temporary employees and interns are excluded from participation.

3. Target Bonus %

Each position has a **target bonus %** which is established based on a competitive assessment of the Company's cash compensation practices and internal leveling guidelines. Generally, the higher an employee's position level, the higher their target bonus.

The target bonus % for each position remains relatively unchanged from 2008. Any changes to bonus targets % will be confirmed prior to September 1, 2009

If you have any questions on the bonus target for your position, please see your manager.

4. EBITDA Goal Attainment Required for Bonus Pool Funding

The 2009 EBITDA goal of **$106 million** net of the bonus pool must be achieved for the bonus pool to be funded. Once the bonus pool is funded, bonus will be paid from this pool based on bonus criteria described in this Plan.

The Compensation Committee of the Board of Directors may, at its sole discretion, elect to partially fund the bonus pool if EBITDA achieved at year end is at least 90% of the EBITDA target.

5. Departmental Performance Factor

All Departments will establish Departmental Bonus Goals at the beginning of the performance review period and will communicate these goals to all departmental staff as soon as possible.

Departmental Bonus Goals are those developed by the respective Department Head and submitted to the CEO and VP, Human Resources in the beginning of the performance review period. Department Bonus Goals should be aligned with the goals of the Department Head and/or Company.

Department Bonus Goals may be modified during the year based on significant changes in the business. Mid-year changes to the Department Bonus Goals require the advanced approval of the ELT members and the VP, HUMAN RESOURCES.

Bonus credit will be given up to 100% based on goal achievement.

6. Individual Performance Factor (IPF)

As before, annual individual performance reviews will be conducted no later than a target date to be established in January 2010. The annual performance review will include an overall individual performance review rating. Ratings include Exceeds Expectations, Meets Expectations, Does Not Meet Expectations and Unacceptable.

For purposes of the bonus calculation, each employee is also assigned an Individual Performance Factor" (IPF) expressed as a percentage. The IPF enables the manager to further distinguish performance levels within each rating and appropriately facilitate bonus and merit calculations. Following year end and during compensation planning, two levels of management will assign each employee an IPF within the parameters below:

Exceeds Expectations:	IPF Range of 110% to 125%
Meets Expectations:	IPF Range of 90% to 109%
Does not meet Expectations:	IPF Range of up to 89%
Unacceptable:	IPF of 0%

7. Bonus Calculation and Examples

New in 2009: The bonus is calculated by multiplying the target bonus x EBITDA attainment x the Department Performance Factor x the Individual Performance Factor (see examples below).

Example A

Position:	Manufacturing Tech II
Target Bonus %:	4%
Compensation:	$25.00/hr ($52,000 annualized)
EBITDA Attainment:	Meets 2009 revised goal of $106M
Department Performance Factor:	100%
Individual Overall Performance:	Exceeded Expectations
Individual Performance Factor:	120%

Annualized Salary as of 12/31/09		Target Bonus % for your position		Target Bonus Amount		EBITDA Attainment of $106M		Department Performance Factor		Individual Performance Factor (IPF)		2009 Bonus Award
$52,000	x	**4.0%**	=	**$2,080**	x	**100.0%**	x	**100.0%**	x	**120.0%**	=	**$2,496**

Example B

Same as above with the following changes:

EBITDA Attainment:	Between 99% and 90% of goal - payout, if any, is at discretion of Board of Directors (example uses 50%)
Department Performance Factor:	98%
Individual Overall Performance:	Met Expectations
Individual Performance Factor:	95%

Annualized Salary as of 12/31/09		Target Bonus % for your position		Target Bonus Amount		Discretionary Assessment of the BOD for EBITDA Below $106M		Department Performance Factor		Individual Performance Factor (IPF)		2009 Bonus Award
$52,000	x	**4.0%**	=	**$2,080**	x	**50.0%**	x	**98.0%**	x	**95.0%**	=	**$968**

Example C

Same as above with the following changes:

EBITDA Attainment:	Below 90% of goal - no payout is earned
Department Performance Factor:	90%
Individual Overall Performance:	Does Not Meet Expectations
Individual Performance Factor:	50%

Annualized Salary as of 12/31/09		Target Bonus % for your position		Target Bonus Amount		EBITDA Attainment Below $96M		Department Performance Factor		Individual Performance Factor (IPF)		2009 Bonus Award
$52,000	x	**4.0%**	=	**$2,080**	x	**0.0%**	x	**90.0%**	x	**50.0%**	=	**$0**

8. Administrative Guidelines

Timing of Payments	2009 bonus payments (if earned) will be made as soon as practicable, but no later than March 15, 2010.
Eligible Earnings	Bonus awards are calculated using base salaries effective December 31, 2009.
New Hires	New hires are eligible for a prorated 2009 bonus if the employee is hired between January 1 and December 31, 2009, and is employed on December 31, 2009. If hired on or after October 1, 2009, the employee is not eligible for an award under the 2009 Plan year.
Status Change	If a participant's employment status changes from full-time to part-time (or vice versa) on or before December 31, 2009, the bonus calculation will be prorated based on the number of days worked in each status during the Plan year.
Poor Performance/ Employee on a Performance Improvement Plans	An employee who is on a performance improvement plan at year end is not eligible for bonus unless the employee is able to meet all the requirements of the performance improvement plan within 60 days of the end of the calendar year. If an employee has been on a performance improvement plan during the year and has subsequently met all requirements of the plan within the calendar year, he or she will be eligible for an adjusted employee bonus, if otherwise earned.
Termination	If a participant's employment is terminated for any reason or no reason by the participant or the Company prior to March 15, 2010, no bonus award or prorated award will be due to the participant.
Leave of Absence	If a participant is on an approved leave of absence (LOA) during 2009, the first 90 days of the leave will be counted as eligible time toward the bonus calculation. If the LOA extends beyond 90 days during the Plan year, the bonus calculation may be prorated to exclude the amount of time on LOA that is in excess of 90 days. For example, if the participant worked through April 30, 2009 (120 days), started an approved leave of absence on May 1 and returned to work on November 1, 2009 (LOA of 184 days), and then worked through the balance of the year (61 days), the proration factor to be applied in the 2009 bonus calculation would be 74% (i.e., total of 181 days worked plus first 90 days of LOA equals 271 days, divided by 365).
Effect on Employment	An employee's eligibility and/or participation in this Plan is not intended to and does not confer any right with respect to continued employment with the Company or any of its subsidiaries. Nothing contained herein shall be construed as interfering with or restricting the right of the Company or any of its subsidiaries, or of the participant, to terminate employment with Lantheus at any time, with or without cause.

Adjustments for Extraordinary and/or Unforeseen Events	Lantheus reserves the right to adjust the established performance goals and/or actual results to reflect the impact of extraordinary and/or unforeseen events (e.g., major business transactions, accounting changes, etc.). In the same manner, goal attainment may be assessed for situations not otherwise reflected in the accounting calculations that negatively or positively impact the overall profitability of the Corporation. Such adjustments are at the discretion of the CEO and/or the Compensation Committee of the Board of Directors. It is intended that adjustments will be made only for extraordinary and/or unforeseen events.
Plan Changes	The Company retains the right to make adjustments to the Plan at any time as deemed necessary and/or appropriate, subject to approval (as applicable) by the CEO and/or the Compensation Committee of the Board of Directors. The VP, Human Resources is responsible for administration of this Plan.

Departmental Performance Goals - 2009

Department Department Head

Department Goals	Weight of goal	Goal Met? Yes/no
1.	%	
2.	%	
3.	%	
4.	%	
5.	%	
6.	%	
	(100)%	

Departmental Goal achievement level %
(At year end, total the weight of all goals that were achieved. Max of 100%)

Department Head's Signature Date

ELT Member's Signature Date

VP, Human Resources Date

This information should be posted and/or otherwise available to all employees once finalized. A copy should also be provided to Human Resources.

Exhibit 10.23

2009 Executive Leadership Team Incentive Bonus Plan

1. Purpose

The purpose of this plan is to incentivize and reward the Executive Leadership Team (ELT) when certain performance objectives are achieved.

2. Eligibility

Vice Presidents, who are members of the Executive Leadership Team, are eligible to participate provided they are employed during the plan year and are actively employed in good standing at time of pay out. Any new VPs to the ELT will be eligible to participate on a prorated basis, based on length of employment during the plan year.

3. Target Bonus Payout

ELT members have a target bonus payout of up to 30% of base salary based on achievement of the Bonus Targets. Additional bonus may be earned based on the Supplemental Discretionary Bonus opportunity as described in section 8 below:

4. Performance Targets

The Plan includes the overall 2009 EBITDA goal as well as individual performance targets weighted as follows:

	Weighting
EBITDA	50%
ELT's Assigned Goals (department goal)	30%
Individual Contribution	20%
	100%

5. Minimum EBITDA Performance for 2009

The EBITDA target is $110 million.

- If EBITDA is met or exceeded, all participants will be eligible to earn up to their full bonus pay out target of 30% based on achievement of other bonus targets.
- If EBITDA is not achieved, but is achieved at least at a level equal to 90% of the EBITDA target, the Compensation Committee of the Board of Directors may elect to provide a percentage of the bonus target that will be calculated against achievement of other bonus targets.
- If EBITDA is not achieved to at least 90% of the EBITDA target, then no bonus will be paid for any goal reached.

6. ELT's Assigned goals (department goal)

The ELT is responsible for ensuring delivery on the Company's 2009 corporate goals. Each ELT member is also assigned goals for his/her unit/department to support these objectives. The goals are to be documented and approved by the CEO as soon as possible following the start of the year on the attached form.

7. Individual Contribution

At the end of the year, the CEO will assess of how he/she performed as well as how he/she individually contributed to managing unplanned events during the year.

8. Supplemental Discretionary Bonus

Should the EBITDA target be achieved above $110 million, 4.548% of incremental EBITDA in excess of $110 million will be pooled for discretionary distribution (pool capped at $500,000). The discretionary bonus pool will be distributed based on the CEO's recommendation and approval from the Compensation Committee of the Board of Directors. The maximum total bonus for any ELT member is 60% of base salary. Recommendations will consider teamwork, leadership and overall individual performance among other factors.

9. Timing of Incentive Awards

Plan participants will receive earned award payments by March 15, 2010. Participants must be employed at time of pay out to be eligible to receive earned bonus.

10. Example of the Calculation

- ELT member earns a base salary of $250,000 on 12/31/2009
- All of the ELT member's 2009 goals are achieved
- $110M EBITDA goal is not exceeded thus not triggering the Supplemental Discretionary Bonus

Target Bonus %		2008 Goal Areas	Performance Attainment		Weighted		Result
	x	**EBITDA Attainment**	**100%**	x	**50%**	=	**15%**
30%	x	**ELT's Assigned Goals (Dept)**	**100%**	x	**30%**	=	**12%**
	x	**Individual Contribution**	**100%**	x	**20%**	=	**3%**
					Total Basic Bonus as % of Prorated Salary:		**30%**
					2008 Salary:		**$250,000**
					Basic Bonus:		**$75,000**
					Supplemental Discretionary Bonus for EBITDA Above >$110:		

11. Administrative Guidelines

Timing of Payments	2009 bonus payments (if earned) will be made as soon as practicable, but no later than March 15 2010.
Eligible Earnings	Bonus awards are calculated using base salaries effective December 31, 2009.
New Hires	New hires are eligible for a prorated 2009 bonus if the employee is hired between January 1 and December 31, 2009, and is employed on December 31, 2009. If hired on or after October 1, 2009, the employee is not eligible for an award under the 2009 Plan year.
Status Change	If a participant's employment status changes from full-time to part-time (or vice versa) on or before December 31, 2009, the bonus calculation will be prorated based on the number of days worked in each status during the Plan year.
Termination	If a participant's employment is terminated for any reason or no reason by the participant or the Company prior to March 15, 2009, no bonus award or prorated award will be due to the participant.
Leave of Absence	If a participant is on an approved leave of absence (LOA) during 2009, the first 90 days of the leave will be counted as eligible time toward the bonus calculation. If the LOA extends beyond 90 days during the Plan year, the bonus calculation may be prorated to exclude the amount of time on LOA that is in excess of 90 days. For example, if the participant worked through April 30, 2009 (120 days), started an approved leave of absence on May 1 and returned to work on November 1, 2009 (LOA of 184 days), and then worked through the balance of the year (61 days), the proration factor to be applied in the 2009 bonus calculation would be 74% (i.e., total of 181 days worked plus first 90 days of LOA equals 271 days, divided by 365).
Effect on Employment	An employee's eligibility and/or participation in this Plan is not intended to and does not confer any right with respect to continued employment with the Company or any of its subsidiaries. Nothing contained herein shall be construed as interfering with or restricting the right of the Company or any of its subsidiaries, or of the participant, to terminate employment with Lantheus at any time, with or without cause.

Adjustments for Extraordinary and/or Unforeseen Events	Lantheus reserves the right to adjust the established performance goals and/or actual results to reflect the impact of extraordinary and/or unforeseen events (e.g., major business transactions, accounting changes, etc.). In the same manner, goal attainment may be assessed for situations not otherwise reflected in the accounting calculations that negatively or positively impact the overall profitability of the Corporation. Such adjustments are at the discretion of the Compensation Committee of the Board of Directors. It is intended that adjustments will be made only for extraordinary and/or unforeseen events.
Plan Changes	The Company retains the right to make adjustments to the Plan at any time as deemed necessary and/or appropriate, subject to approval (as applicable) by the Compensation Committee of the Board of Directors. The VP, Human Resources is responsible for administration of this Plan.

Severance Plan Policy

1. Purpose

Lantheus Medical Imaging, Inc. has established this Severance Plan (hereafter, the "Plan") as set forth below for Lantheus Medical Imaging and any other participating company. This document contains the official text of the Plan and also serves as the summary plan description for the Plan.

This severance plan is established for several purposes:

- First, it respects and values Lantheus employees who are involuntarily terminated on a not - for-cause basis by providing financial support to new employment.
- In addition, this plan serves to enhance employee retention by reassuring all employees of company sponsored support in the event of an involuntary, not-for-cause termination.

This plan supersedes all prior statements, guidelines, policies and plans regarding severance benefits that were in existence prior to the effective date.

This document, like all plans, policies and/or practices of Lantheus, is not a contract of employment. It is not intended to create, and should not be construed to create, any contractual rights, either express or implied, between Lantheus and its employees. The benefits, practices and procedures described in this document may be changed, suspended, altered, modified or terminated at any time, with or without prior notice.

The employment relationship between any participating company and its employees is "at will." This means that employees have the right to quit their employment at any time, for any reason, and the participating company reserves the right to terminate any employee's employment, with or without cause, at any time and for any reason.

2. Scope

2.1 Eligibility

The benefits under this Plan are limited to employees who are classified by a Participating Company as a regular full-time or regular part -time employee, and who is not excluded under paragraph 2.2 below. Employees who are (a) on leaves of absence with right of reinstatement, and (b) receiving short tam disability benefits shall be eligible for termination benefits if such employee receives written notification of Surplus status upon return to work.

2.2 Exclusions to Eligibility

Unless Lantheus provides otherwise in writing, any individual who is classified by a Participating Company as a leased worker, independent contractor, intern, Term Employee, or Temporary Employee shall not be eligible to participate participation in the Plan.

3. Policy Statement

3.1 Definitions

3.1.1 "**Annual Base Salary**" shall mean, with respect to an employee's former job (the job at the time of Formal Notification), the employee's current annual rate of base cash

compensation exclusive of commission and incentive payments, bonuses or other performance awards, and exclusive of any overtime, differentials and other allowances. "Annual Base Salary" for regular, part-time employees, means the annual, full-time rate of base compensation, excluding items referenced above, times a fraction which is the number of scheduled hours of work per week divided by 40.

3.1.2 "**Guidelines**" shall mean any Lantheus Guidelines for Force Reduction, as set forth in separate documents not a part of this Plan, as they may be amended from time to time. Any such Guidelines provide flexible guidance to managers in exercising management discretion in reductions in force, including the exercise of the management decision to place employees in the reduction in force status, and the management decision whether or not an employee in the Force Group shall be placed in an ongoing position. Such decisions are business decisions and are not subject to the terms of this Plan.

3.1.3 "**Lantheus**" shall mean Lantheus Medical Imaging, Inc. and any other specifically identified participating companies.

3.1.4 "**Management Team**" shall mean those managers directly responsible for resolving the employees in a particular Force Group, pursuant to the Guidelines.

3.1.5 "**Notification Date**" is the date on which an employee is notified by a Participating Company in writing that he or she is either (i) Employee in Reduction in Status and subject to involuntary termination, or (ii) a member of a Force Group implementing a Voluntary Termination Program.

3.1.6 "**Participant**" means an employee eligible to participate in the Plan as described in 2.1 Eligibility.

3.1.7 "**Participating Company**" shall mean Lantheus and any other company identified in Addendum I of the Plan, as such Addendum may be amended from time to time, with the approval of the Vice President of Human Resources.

3.1.8 **"Plan**" refers to this Severance Plan.

3.1.9 "**Plan Administrator**" means the Company or such other person or committee appointed from time to time by the Company to administer the Plan.

3.1.10 "**Term of Employment**" shall mean the period of elapsed time since the first date of employment with Lantheus, as determined by the Participating Company.

3.1.11 **Termination Date**" means a Participant's last day of active employment with a Participating Company.

3.1.12 "**Release Agreement**" shall mean the letter agreement (containing a general release and waiver and encompassing the conditions described in the Plan) that Employees are required to sign as a condition for receipt of termination benefits under this Plan

3.2 Involuntary Termination of Employment

3.2.1 Involuntary Termination

An employee will be eligible for severance benefits under this Plan only if Lantheus, in its sole discretion, determines that the employee's employment is being terminated involuntarily for any of the following reasons:

- Reduction in staff or layoff.
- Position elimination.
- Facility closing.
- Closure of a business unit.

- Organization restructuring.
- Such other circumstances as the Company deems appropriate for the payment of severance benefits.

3.2.2 Termination Not Eligible for Benefits

Unless Lantheus provides otherwise in writing, an employee will not be eligible for severance benefits if the Lantheus, in its sole discretion, determines that the employee's employment is terminated for any of the following reasons:

- An Employee terminated "for cause". For purposes of this Plan, "for cause termination" includes but is not limited to: commission of acts of willful misconduct or activity deemed detrimental to the interests of the company, purposeful or repeated violation of company policy, acts involving dishonesty, insubordination, theft, disorderly conduct, discriminatory or harassing conduct including sexual harassment, unauthorized disclosure of company confidential information, the entry of a plea of nolo contendre to, or the conviction of, a crime, failure to perform one's job duties when fully capable and when given reasonable opportunities to do so (excludes where the failure results from incapacity due to disability or inability), refusal to accept a transfer to a position for which the employee is qualified by reason of knowledge, training, and experience at a new work location that is less than 50 miles from the employee's residence and at the same compensation and comparable benefits.
- An involuntarily terminated employee is excluded when he/she is in a position that has been outsourced and, within two weeks of the date of termination of employment from Lantheus, are offered employment, with comparable compensation and benefits, with the entity or agent or affiliate thereof that has been contracted to provide outsourced services to the company;
- An involuntarily terminated employee is excluded when he/she rejects continued employment with an acquirer of all or part of the company's business assets provided the employee is offered comparable employment by the acquirer of such assets within a 50 mile radius;
- An employee voluntarily terminates employment (resigns) or voluntarily retires from employment; and
- An employee is excluded when he/she voluntarily terminates employment prior to a scheduled termination date.

3.3 Involuntary Termination Benefits

3.3.1 Severance Pay

The duration of Severance Pay to which each eligible employee shall be eligible shall be calculated based on the table below. Years of service will be based on adjusted years of service as defined by the Company.

Lantheus has the sole discretion to determine the column to be assigned to each position level in the table below. The titles and descriptors used in the column headings are for illustrative purposes only.

	Position level				
Years of service	All non exempt	Exempt Individual Contributor/ & Sales	Professional, Assoc Dir, Manager & Sales Mgt	Directors, Sr. Director & MDs	Vice Presidents
<1 yr	2 weeks	3 weeks	3 weeks	4 weeks	4 weeks
>1 yr but < 2 yrs	3	4	5	6	8
>2 yrs but < 3 yrs	4	5	6	7	8
>3 yrs but < 4 yrs	5	6	7	8	8
>4 yrs but < 5 yrs	6	7	8	9	8
>5 yrs but < 6 yrs	7	8	9	10	18
>6 yrs but < 7 yrs	8	9	10	11	20
>7 yrs but < 8 yrs	9	10	11	13	22
>8 yrs but < 9 yrs	10	11	13	15	24
>9 yrs but <10 yrs	11	13	15	17	26
>10yrs but < 12 yrs	13	15	17	19	26
>12 yrs but < 14 yrs	15	17	19	21	26
>14 yrs but < 16 yrs	17	19	21	23	26
>16 yrs but < 18 yrs	19	21	23	25	26
>18 yrs but < 20 yrs	21	23	25	26	26
>20 yrs but < 25 yrs	22	24	26	26	26
>25 yrs but < 30 yrs	23	25	26	26	26
>30 yrs but < 35 yrs	24	26	26	26	26
>35	26	26	26	26	26

Severance Pay shall be calculated by dividing the employee's Annual Base Salary by 52 to achieve a weekly rate and multiplying the weekly rate times the total number of weeks of Severance Pay for which the employee is eligible based on his or her Annualized Base Salary or rate.

3.3.2 Method and Timing of Termination Benefit Payments

The payments for Severance Pay, less applicable withholding for income and employment taxes, shall be paid as salary continuance. That is, payments will be made in accordance with the regular pay cycle for active employees after the employee's signed valid Release Agreement is received by the appropriate Lantheus personnel and becomes effective. The employee will be expected to arrange to receive payment via a direct deposit.

3.3.3 Health Care Coverage

Employees will be eligible to elect continuation of health care benefits under COBRA. To the extent that COBRA coverage is subsidized by the American Recovery and Reinvestment Act (ARRA), the COBRA rate charged to employees electing coverage will be reduced by Lantheus.

3.4 Conditions for Receipt of Termination Benefits

3.4.1 General Release

In consideration for and as a pre-condition of receiving severance benefits under this Plan, an employee must sign a General Release Agreement, which will include such provisions as severance offered and terms of relating to severance offered, 2) non

disparagement, 3 confidentiality, and 4) non competition. The non competition clause will specify companies prohibited from employment under this agreement. The General Release Agreement must be validly executed by an employee and it must not be revoked by the employee at any time as a condition of receiving termination benefits. As a condition of receiving termination benefits pursuant to this Plan, all prior agreements executed by a Lantheus employee and those included in the Release Agreement, regarding proprietary information, covenants not to compete, non-solicitation of customers and/or employees, and other terms as specified in the General Release Agreement shall remain in full force and legal effect.

3.4.2 Offset by Other Awards and Obligations

To the extent permitted by applicable Federal law, any termination benefits under Part V may be reduced by the amount of any outstanding monetary debts owed by the employee to a Lantheus or any of its subsidiaries and affiliates. Such debts will be treated as satisfied to the extent of the withheld payments.

3.5 Right to Terminate Benefits

Notwithstanding anything in this Plan to the contrary, in the event that Lantheus in its discretion determines that:

- an employee is reemployed by Lantheus or any of its subsidiaries, affiliates, or successors before the completion of the scheduled payment of severance pay, OR
- Lantheus determines that an employee has breached any of the terms and conditions set forth in any agreement executed by the employee as a condition to receiving benefits under this Plan, including, but not limited to, the separation agreement and general release,

then Lantheus shall have the right to terminate the benefits payable under this Plan at any time.

3.6 Administration and General Rules

3.6.1 Administration of the Plan

The Plan Administrator shall have sole authority and discretion to administer and construe the terms of this Plan, subject to applicable requirements of law. Without limiting the generality of the foregoing, the Plan Administrator shall have complete discretionary authority to carry out the following powers and duties:

1. To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
2. To interpret the Plan, its interpretation thereof to be final and conclusive on all persons claiming benefits under the Plan;
3. To decide all questions, including without limitation, issues of fact, concerning the Plan, including the eligibility of any person to participate in, and receive benefits under, the Plan; and
4. To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan.

3.6.2 Effect on Other Benefit Plans, Programs and Policies

Except with respect to severance plans, programs and policies as discussed below in this paragraph B, nothing in this Plan shall alter or enhance the benefits available under the terms of any other plans, programs or policies which apply to terminated employees, and terminated employees will be entitled to all rights and benefits of such other plans, programs and policies if the conditions therein are satisfied. This Plan supersedes all other severance pay plans, guidelines, programs, or policies covering benefits to be received upon termination of Lantheus employees resulting from force

reductions. If an employee becomes entitled to any payment under any severance benefit plan, program or policy not described in the preceding sentence, as well as to a benefit under this Plan by reason of the same employment termination, the total benefits under this Plan shall be reduced by the amount of the severance payment received under such other plan, program or policy.

3.6.3 Claims and Appeals Regarding Guideline Application and Termination Benefits

All claims by persons who believe that the Plan has not been properly administered or that they did not receive a Plan benefit to which they were entitled shall be referred to their Human Resources Business Partner or the Vice President, Human Resources, Lantheus Medical Imaging for review and coordination of response. Claims regarding any termination benefit must be submitted in writing.

A denial of any claim regarding a Plan benefit shall be issued in writing within not more than ninety days after receipt of the written claim. The written response will include the specific reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim and why such material or information is necessary, and an explanation of the appeal procedure

Within sixty days of receiving a denial of any claim regarding a Plan benefit, the claimant may submit a written appeal for review of the denial. The Vice President, Human Resources, Lantheus Medical Imaging, shall appoint a Review Committee which shall be the named fiduciary that will afford a full review of the denial of any claim regarding a Plan benefit. The Review Committee shall consist of three or more persons and may be appointed as a standing committee or as needed on an ad hoc basis. On receipt of a written appeal regarding a Plan benefit, the Review Committee shall:

- make a full review of such decision within sixty days of receipt of the written appeal or within 120 days, provided the claimant is notified of the delay and the reasons for requiring an additional sixty days, and
- notify the claimant in writing of the decision on review, specifying the reasons for the decision and providing specific references to pertinent Plan provisions

Any person whose claim regarding a Plan benefit is denied shall have such further rights as are provided in Section 503 of ERISA and the regulations hereunder, and Lantheus' Vice President Human Resources or a designee of the Vice President, Human Resources.

Lantheus Medical Imaging and the Review Committee shall retain such right, authority and discretion as is provided in or not expressly limited by Section 503 and the regulations there under.

3.6.4 Funding of Plan Benefits

All benefits under this Plan are unfunded benefits and shall be paid out of the general assets of the Participating Company from which the employee is terminated and charged to the employee's department as an expense unless the payments or charges are properly allocated to another appropriate company or department.

3.6.5 Assignment and Waiver of Benefits

Benefits provided under this Plan shall not be subject to assignment or alienation except as expressly provided for in this Plan. Involuntary termination benefits under Part V of this Plan shall be deemed irrevocably waived and forfeited in the event a Participant otherwise eligible to receive such benefits accepts an offer for extended employment after the Participant has signed a Waiver Letter.

3.6.6 Effect of Death

No benefits shall be paid under the Plan with respect to employees who die prior to the date of termination. For eligible employees entitled to receive any payment under this Plan who die after signing their Waiver Letter, any unpaid amounts owing under this Plan at the time of death shall be paid to the employee's properly identified heirs or estate.

3.6.7 Effect on Employment Rights

Nothing in this Plan shall be construed as giving to any officer, agent or employee of a Participating Company any right, express or implied, to be employed by Lantheus, nor shall this Plan be construed as a contract for, or as providing any right to claim, any pension or other benefit allowance after any termination for the service of Lantheus, except as set forth herein. Employment at Lantheus remains "at will" which means that employees may terminate their employment at any time, with or without cause, and the Lantheus reserve the right to do the same. Except as otherwise provided herein, this Plan shall have no effect upon the Lantheus Retirement Saving Plan nor upon any other employee benefit plan maintained in whole or in part by Lantheus. No officer, agent or employee of Lantheus shall, because of this Plan, become entitled to any offer of relocation, lateral transfer, downgrade with pay protection, or any other tam, benefit or entitlement of employment at any time, whether or not such individual is covered by this Plan, unless such provision is specifically set forth herein.

3.6.8 Amendment and Termination

Any decision to amend or terminate this Plan, in whole or in part, including decisions as to the nature and timing of such amendments or termination, shall constitute business decisions by Lantheus Medical Imaging, Inc. as the Plan sponsor and not as a Plan fiduciary. As such, these decisions shall be made in the sole discretion of Lantheus on the basis of business considerations. Lantheus has delegated this authority to its Vice President, Human Resources, who may further delegate, and by virtue of this Plan document has further delegated, such authority.

- This Plan may be amended or terminated without prior notice in whole or in part at any time, such amendment or termination shall occur only by and with the approval of the Vice President, Human Resources, Lantheus Medical Imaging.
- With the written approval of the Vice President, Human Resources, Lantheus Medical Imaging, may request an amendment of any or all provisions of this Plan with respect to the employees of Lantheus; provided, however, that such amendment must be in writing, and such writing shall be incorporated into this Plan.
- Amendments in or termination of the Plan shall not affect the rights of any employee, without the employee's consent, to any Plan benefit to which the employee may have become irrevocably entitled under the Plan prior to the date such amendment or termination is adopted

3.6.9 Right to Withhold Taxes

Lantheus shall withhold such amounts from payments under this Plan as it determines necessary to fulfill any federal, state, or local wage or compensation withholding requirements.

3.6.10 Governing Laws and Time Limit for Beginning Legal Actions

The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and, where appropriate, the laws of the Commonwealth of Massachusetts without reference to its conflict of laws rules and without regard to any

rule of any jurisdiction that would result in the application of the law of another jurisdiction.

The parties expressly consent that any action or proceeding relating to this Plan or any release or other agreement entered into with respect to this Plan will only be brought in the federal or state courts, as appropriate, located in the Commonwealth of Massachusetts and that any such action or proceeding be heard without jury, and the parties expressly waive the right to bring any such action in any other jurisdiction and have such action heard before a jury.

No action relating to this Plan or any release or other agreement entered into with respect to this Plan may be brought later than the second anniversary of earlier of termination of employment or other event giving rise to the claim.

3.7 Effective Date

As amended and restated in this document, this Plan is effective as of February 24, 2009. With respect to subsidiaries acquired or organized by Lantheus, Inc, after February 24, 2009, the Plan shall be effective only as of the date, if any, that participation by such subsidiary is approved by the VP Human Resources, Lantheus Medical Imaging.

3.8 STATEMENT OF ERISA RIGHTS

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

3.8.1 Receive Information about Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations all documents governing the plan and a copy of the latest annual report (Form 5500 Series) required to be filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan and copies of the latest annual report (Form 5500 Series), if any required, and updated summary plan description. The administrator may make a reasonable charge for the copies.

3.8.2 Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

3.8.3 Enforce Your Rights

If your claim for a severance benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because

of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

3.8.4 Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

4. ADDITIONAL INFORMATION

Plan Sponsor:	Lantheus Medical Imaging Bldg. 200-1 331 Treble Cove Rd. N. Billerica, MA 01862
Employer Identification Number (EIN):	51-0396366
Plan Name:	Lantheus Medical Imaging Severance Plan
Type of Plan:	Welfare benefit plan - severance pay
Plan Year:	Calendar year
Plan Number:	601
Plan Administrator:	Lantheus Medical Imaging Bldg. 200-1 331 Treble Cove Rd. N. Billerica, MA 01862 Attention: Vice President, Human Resources
Agent for Service of Legal Process:	Plan Administrator

This policy is February 24, 2009.

5. ADDENDUM I

Participating Companies

Lantheus Medical Imaging, Inc.

This documnet is Lantheus Medical Imaging confidential and proprietary information. Individuals printing a copy of a Lantheus Medical Imaging procedural document are responsible for ensuring that revisions to the document have been issued since the date of printing.

Exhibit 12.1

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Year-Ended December 31,			Six Months June
	2007	2008	2009	30, 2010
Earnings				
Income from continuing operations	$ 248,378	$ 91,392	$ 42,304	$ 5,832
Fixed charges	—	31,113	13,539	9,459
Total earnings	$ 248,378	$ 122,505	$ 55,843	$ 15,291
Fixed Charges				
Interest Expense	$ —	$ 31,038	$ 13,458	$ 7,136
Estimated interest portion within rental expense	—	75	81	45
Write-off of deferred financing costs	—	—	—	2,278
Total fixed charges	$ —	$ 31,113	$ 13,539	$ 9,459
Ratio of earnings to fixed charges	—	3.9x	4.1x	1.6x

Exhibit 21.1

LANTHEUS MEDICAL IMAGING, INC.
LANTHEUS MI INTERMEDIATE, INC.

SUBSIDIARIES

Subsidiary	State or Other Jurisdiction of Incorporation
Lantheus MI Australia Pty Ltd.	Victoria, Australia
Lantheus MI Canada, Inc.	Ontario, Canada
Lantheus MI Real Estate, LLC	Delaware
Lantheus MI Radiopharmaceuticals, Inc.	Commonwealth of Puerto Rico
Lantheus MI UK Limited	England and Wales

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-4 of our report dated April 16, 2010 (August 18, 2010 as to the effects of the restatement discussed in Note 1, and October 4, 2010 as to Note 21) relating to the consolidated financial statements of Lantheus MI Intermediate, Inc. and subsidiaries and of our report dated September 24, 2008 relating to the financial statements of Bristol-Myers Squibb Medical Imaging (a division of Bristol-Myers Squibb Company) appearing in the Prospectus, which is part of this Registration Statement. We also consent to the reference to us under the heading "Experts" in such Prospectus.

Deloitte & Touche LLP
Boston, Massachusetts
October 4, 2010

Exhibit 25.1

File No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

WILMINGTON TRUST FSB
(Exact name of trustee as specified in its charter)

Federal Charter	52-1877389
(State of incorporation)	(I.R.S. employer identification no.)

Harborplace Tower, Suite 2620
111 S. Calvert Street
Baltimore, Maryland 21202
(410) 468-4325
(Address of principal executive offices)

Michael A. DiGregorio
Senior Vice President and General Counsel
Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001
(302) 651-8793
(Name, address and telephone number of agent for service)

LANTHEUS MEDICAL IMAGING, INC. (1)
(Exact name of obligor as specified in its charter)

Delaware	51-0396366
(State of incorporation)	(I.R.S. employer identification no.)
331 Treble Cove Road North Billerica, MA	01862
(Address of principal executive offices)	(Zip Code)

9.750% Senior Notes due 2017
(Title of the indenture securities)

(1) Additional Subsidiary Guarantors listed on Table

Table 1

Exact Name of Registrant as Specified in its Charter (Or Other Organizational Document)	State or Other Jurisdiction of Incorporation or Organization	I.R.S Employer Identification Number (If None, Write N/A)	Primary Standard Industrial Classification Code Number	Address, Including Zip Code, of Registrant's Principal Executive Offices	Telephone Number, Including Area Code, of Registrant's Principal Executive Offices
Lantheus MI Intermediate, Inc.	Delaware	32-0225450	2834	331 Treble Cove Road, North Billerica, MA 01862	(978) 671-8001
Lantheus MI Real Estate, LLC	Delaware	61-1549164	2834	331 Treble Cove Road, North Billerica, MA 01862	(978) 671-8001

The name, address and telephone number of agent for service for each of the Additional Registrants is:

Michael P. Duffy

Vice President, General Counsel and Secretary
331 Treble Cove Road, Building 600-2
North Billerica, MA 01862
(978) 671-8408

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the trustee:

(a) *Name and address of each examining or supervising authority to which it is subject.*

Office of Thrift Supervision
1475 Peachtree Street, N.E.
Atlanta, GA 30309

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the trustee, describe each affiliation:*

Based upon an examination of the books and records of the trustee and upon information furnished by the obligor, the obligor is not an affiliate of the trustee.

Item 16. LIST OF EXHIBITS. List below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated by reference to Exhibit 1 of Form T-1.

2. The authority of Wilmington Trust FSB to commence business was granted under the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated herein by reference to Exhibit 1 of Form T-1.

3. The authorization to exercise corporate trust powers was granted under the Federal Stock Savings Bank charter, incorporated herein by reference to Exhibit 1 of Form T-1.

4. A copy of the existing By-Laws of Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of form T-1.

5. Not applicable.

6. The consent of Trustee as required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1.

7. Current Report of the Condition of Trustee, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wilmington Trust FSB, a federal savings bank, organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Guilford and State of Connecticut on the 21 st day of September, 2010.

WILMINGTON TRUST FSB

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

EXHIBIT 1

Charter No. 6012

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

As existing on June 10, 1994.

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

SECTION 1. Corporate Title. The full corporate title of the savings bank is Wilmington Trust FSB.

SECTION 2. Office. The home office shall be located in Salisbury, Maryland.

SECTION 3. Duration. The duration of the savings bank is perpetual.

SECTION 4. Purpose and Powers. The purpose of the savings bank is to pursue any or all of the lawful objectives of a Federal savings bank chartered under Section 5 of the Home Owners' Loan Act and to exercise all of the express, implied, and incidental powers conferred thereby and by all acts amendatory thereof and supplemental thereto, subject to the Constitution and laws of the United States as they are now in effect, or as they may hereafter be amended, and subject to all lawful and applicable rules, regulations, and orders of the Office of Thrift Supervision ("OTS").

SECTION 5. Capital Stock. The total number of shares of all classes of the capital stock which the savings bank has the authority to issue is 10,000,000, all of which shall be common stock of par value of $1.00 per share. The shares may be issued from time to time as authorized by the Board of Directors without the approval of its shareholders, except as otherwise provided in this Section 5 or to the extend that such approval is required by governing law, rule, or regulation. The consideration for the issuance of the shares shall be paid in full before their issuance and shall not be less than the par value. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the savings bank. The consideration for the shares shall be cash, tangible or intangible property (to the extend direct investment in such property would be permitted to the savings bank), labor, or services actually performed for the savings bank, or any combination of the foregoing. In the absence of actual fraud in the transaction, the value of such property, labor, or services, as determined by the Board of Directors of the savings bank, shall be conclusive. Upon payment of such consideration, such shares shall be deemed to be fully paid and nonassessable. In the case of a stock dividend, that part of the surplus of the savings bank which is transferred to stated capital upon the issuance of shares of as a share dividend shall be deemed to be the consideration for their issuance.

Except for shares issuable in connection with the conversion of the savings bank from the mutual to stock form of capitalization, no shares of common stock (including shares issuable upon conversion, exchange, or exercise of other securities) shall be issued, directly or indirectly, to officers, directors, or controlling persons of the savings bank other than as part of a general public offering or as qualifying shares to a director, unless the issuance or the plan under which they would be issued has been approved by a majority of the total votes eligible to be cast as a

legal meeting.

The holders of the common stock shall exclusively possess all voting power. Each holder of shares of common stock shall be entitled to one vote for each share held by such holder, except as to the cumulation of votes for the election of directors. Subject to any provision for a liquidation account, in the event of any liquidation, dissolution, or winding up of the savings bank, the holders of the common stock shall be entitled, after payment or provision for payment of all debts and liabilities of the savings bank, to receive the remaining assets of the savings bank available for distribution, in cash or in kind. Each share of common stock shall have the same relative rights as and be identical in all respects with all the other shares of common stock.

SECTION 6. Preemptive Rights. Holders of the capital stock of the savings bank shall not be entitled to preemptive rights with respect to any shares of the savings bank which may be issued.

SECTION 7. Directors. The savings bank shall be under the direction of a Board of Directors. The authorized number of directors, as stated in the savings bank's bylaws, shall not be fewer than five nor more than fifteen except when a greater number is approved by the OTS.

SECTION 8. Amendment of Charter. Except as provided in Section 5, no amendment, addition, alteration, change, or repeal of this charter shall be made, unless such is first proposed by the Board of Directors of the savings bank, then preliminarily approved by the OTS, which preliminary approval may be granted by the OTS pursuant to regulations specifying preapproved charter amendments, and thereafter approved by the shareholders by a majority of the total votes eligible to be cast at a legal. Any amendment, addition, alteration, change, or repeal so acted upon shall be effective upon filing with the OTS in accordance with regulatory procedures or on such other date as the OTS may specify in its preliminary approval.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST FSB

As Amended April 28, 2008

ARTICLE I — HOME OFFICES

The home office of this savings bank shall be at 111 South Calvert Street, Suite 2620, Baltimore, Maryland.

ARTICLE II — SHAREHOLDERS

SECTION 1. Place of Meetings. All annual and special meetings of shareholders shall be held at the home office of the savings bank or at such other place in or outside the State in which the principal place of business of the savings bank is located as the board of directors may determine.

SECTION 2. Annual Meeting. A meeting of the shareholders of the savings bank for the election of directors and for the transaction of any other business of the savings bank shall be held annually within 120 days after the end of the savings bank's fiscal year or at such otherdate and time within at such 120-day period as the board of directors may determine.

SECTION 3. Special Meetings. Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by the regulations of the Office of Thrift Supervision ("OTS"), may be called at any time by the chairman of the board, one of the presidents or a majority of the board of directors, and shall be called by the chairman of the board, one of the presidents, or the secretary upon the written request of the holders of not less than one-tenth of all of the outstanding capital stock of the savings bank entitled to vote at the meeting. Such written request shall state the purpose or purposes of the meeting and shall be delivered to the home office of the savings bank addressed to the chairman of the board, one of the presidents, or the secretary.

SECTION 4. Conduct of Meetings. The board of directors shall designate, when present, either the chairman of the board or one of the presidents to preside at such meetings.

SECTION 5. Notice of Meeting. Written notice stating the place, day and hour of the meeting and the purpose(s) for which the meeting is called shall be delivered not fewer than 20 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the chairman of the board, one of the presidents, the secretary or the directors calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the mail, addressed to the shareholder at the address as it appears on the stock transfer books or records of the savings bank as of the record date prescribed in Section 6 of this Article II with postage prepaid. When any shareholders' meeting, either annual or

special, is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It shall not be necessary to give any notice of the time or place of any meeting adjourned for less than 30 days or of the business to be transacted at the meeting, other than an announcement at the meeting at which such adjournment is taken.

SECTION 6. Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors shall fix in advance a date as the record date for any such determination of shareholders. Such date in any case shall be not more than 60 days and, in case of a meeting of shareholders, not fewer than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment.

SECTION 7. Voting Lists. At least 20 days before each meeting of the shareholders, the officer or agent having charge of the stock transfer books for shares of the savings bank shall make a complete list of shareholders entitled to vote at such meeting, or any adjournment, arranged in alphabetical order, with the address and the number of shares held by each. This list of shareholders shall be kept on file at the home office of the savings bank and shall be subject to inspection by any shareholder at any time during usual business hours for a period of 20 days prior to such meeting. Such list also shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder during the entire time of the meeting. The original stock transfer book shall constitute *prima facie* evidence of the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

In lieu of making the shareholder list available for inspection by shareholders as provided in the preceding paragraph, the board of directors may elect to follow the procedures prescribed in §552.6(d) of the OTS's regulations as now or hereafter in effect.

SECTION 8. Quorum. A majority of the outstanding shares of the savings bank entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to constitute less than a quorum.

SECTION 9. Proxies. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Proxies solicited on behalf of the management shall be voted as directed by the shareholder or, in the absence of such direction, as determined by a majority of the board of directors. No proxy shall be valid more than eleven months from the date of its execution except for a proxy coupled with an interest.

SECTION 10. Voting of Shares in the Name of Two or More Persons. When ownership stands in the name of two or more persons, in the absence of written directions to the savings bank to the contrary, at any meeting of the shareholders of the savings bank any one or more of such shareholders may cast, in person or by proxy, all votes to which such ownership is entitled. In the event an attempt is made to cast conflicting votes, in person or by proxy, by the several persons in whose names shares of stock stand, the vote or votes to which those persons are entitled shall be cast as directed by a majority of those holding such and present in person or by proxy at such meeting, but no votes shall be cast for such stock if a majority cannot agree.

SECTION 11. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by any officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine. Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer into his name if authority to do so is contained in an appropriate order of the court or other public authority by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the savings bank nor shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other corporation are held by the savings bank, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

SECTION 12. Cumulative Voting. Every shareholder entitled to vote at an election for directors shall have the right to vote, in person by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the votes by giving one candidate as many votes as the number of such directors to be elected multiplied by the number of shares shall equal or by distributing such votes on the same principle among any number of candidates.

SECTION 13. Inspectors of Election. In advance of any meeting of shareholders, the board of directors may appoint any persons other than nominees for office as inspectors of election to act at such meeting or any adjournment. The number of inspectors shall be either one or three. Any such appointment shall not be altered at the meeting. If inspectors of election are not so appointed, the chairman of the board or one of the presidents may, or on the request of not fewer than 10 percent of the votes represented at the meeting shall, make such appointment at the meeting. If appointed at the meeting, the majority of the votes present shall determine whether one or three

inspectors are to be appointed. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the board of directors in advance of the meeting or at the meeting by the chairman of the board or one of the presidents.

Unless otherwise prescribed by regulations of the OTS, the duties of such inspectors shall include: determining the number of shares and the voting power of each share, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the rights to vote; counting and tabulating all votes or consents; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all shareholders.

SECTION 14. Director Elections. The board of directors may nominate candidates for election as directors. Ballots bearing the names of all persons nominated by the board of directors and by shareholders shall be provided for use at the annual meeting. However, if the board of directors shall fail or refuse to act at least 20 days prior to the annual meeting, nominations for directors may be made at the annual meeting by any shareholder entitled to vote and shall be voted upon.

SECTION 15. New Business. Any new business to be taken up at the annual meeting shall be stated in writing and filed with the secretary of the savings bank at least five days before the annual meeting, and all business so stated, proposed and filed shall be considered at the annual meeting; but no other proposal shall be acted upon at the annual meeting. Any shareholder may make any other proposal at the annual meeting and the same may be discussed and considered, but unless stated in writing and filed with the secretary at least five days before the meeting, such proposal shall be laid over for action at an adjourned, special or annual meeting of the shareholders taking place 30 days or more thereafter. This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, directors, and committees; but in connection with such reports, no new business shall be acted upon at such annual meeting unless stated and filed as herein provided.

SECTION 16. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be given by all shareholders entitled to vote with respect to the subject matter.

ARTICLE III — BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of this savings bank shall be under the direction of its board of directors. The board of directors shall annually elect a chairman of the board and one or more presidents and shall designate, when present, either the chairman of the board, one of the presidents, an executive vice president, a senior vice president, or a vice president to preside at its meetings.

SECTION 2. Number and Term. The board of directors shall consist of six members. The directors shall be elected annually, and shall serve for the ensuing year and until their respective successors are duly elected and qualified.

SECTION 3. Regular and Special Meetings. Regular and special meetings of the board of directors may be called by or at the request of the chairman of the board, one of the presidents or one-third of the directors. The persons authorized to call meetings of the board of directors may fix any place as the place for holding that meeting.

Members of the board of directors may participate in regular or special meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person and, if the board of directors so determines, shall constitute attendance for purpose of entitlement to compensation pursuant to Section 11 of this Article.

SECTION 4. Qualification. Each director shall at all times be the beneficial owner of not less than 100 shares of capital stock of the savings bank unless the savings bank is a wholly owned subsidiary of a holding company.

SECTION 5. Notice. Written notice of any special meeting shall be given to each director at least two days prior thereto when delivered personally or by telegram or at least five days prior thereto when delivered by mail at the address at which the director is most likely to be reached. Such notice shall be deemed to be delivered when deposited in the mail so addressed, with postage prepaid if mailed or when delivered to the telegraph company if sent by telegram. Any director may waive notice of any meeting by a writing filed with the secretary. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the board of directors need to be specified in the notice or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the board of directors; but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time. Notice of any adjourned meeting shall be given in the same manner as prescribed by Section 5 of this Article III.

SECTION 7. Manner of Acting. The act of a majority of the directors present at a duly convened meeting at which a quorum is present shall be the act of the board of directors, unless a greater number is prescribed by the regulations of the OTS or these bylaws.

SECTION 8. Action Without a Meeting. Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors.

SECTION 9. Resignation. Any director may resign at any time by sending a written notice of such resignation to the home office of the savings bank addressed to the chairman of the board or one of the presidents. Unless otherwise specified, such resignation shall take effect upon receipt by the chairman of the board or one of the presidents. More than three consecutive absences from regular meetings of the board of directors, unless excused by resolution of the board of directors, shall automatically constitute a resignation, effective when such resignation is accepted by the board of directors.

SECTION 10. Vacancies. Any vacancy on the board of directors may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected to serve until the next election of directors by the shareholders. Any directorship to be filled by reason of an increase in the number of directors for may be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 11. Compensation. Directors, as such, may receive a stated salary for their services. By resolution of the board of directors, a reasonable fixed sum, and reasonable expenses of attendance, if any, may be allowed for attendance, whether in person or by telephone, at any regular or special meeting of the Board of directors.

Members of either standing or special committees may be allowed such compensation for attendance, whether in person or by telephone, at committee meetings as the Board of directors may determine from time to time.

SECTION 12. Presumption of Assent. A director of the savings bank who is present at a meeting of the board of directors at which action on any savings bank matter is taken shall be presumed to have assented to the action taken unless his dissent or abstention shall be entered into the minutes of the meeting or unless he shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the savings bank within five days after the date a copy of the minutes of the meeting is received. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. Removal of Directors. At a meeting of shareholders called expressly for that purpose, any director may be removed for cause by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If less than the entire board is to be removed, no one of the directors may be removed if the votes cast against the removal would be sufficient to elect a director if then cumulatively voted at an election of the class of directors of which such director is a part. Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the charter or supplemental sections thereto, the provisions of this section shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

ARTICLE IV — EXECUTIVE AND OTHER COMMITTEES

SECTION 1. Appointment. The board of directors, by resolution adopted by a majority of the full board, may designate an executive committee. The designation of any committee pursuant to this Article IV and the delegation of authority shall not operate to relieve the board of directors, or any director, of any responsibility imposed by law or regulation.

SECTION 2. Authority. The executive committee, when the board of directors is not in session, shall have and may exercise all of the authority of the board of directors except to the extent, if any, that such authority shall be limited by the resolution appointing the executive committee; and except also that the executive committee shall not have the authority of the board of directors with reference to: the declaration of dividends; the amendment of the charter or bylaws of the savings bank, or recommending to the stockholders a plan of merger, consolidation or conversion; the sale, lease or other disposition of all or substantially all of the property and assets of the savings bank otherwise than in the usual and regular course of its business; a voluntary dissolution of the savings bank; a revocation of any of the foregoing; or the approval of a transaction in which any member of the executive committee, directly or indirectly, has any material beneficial interest.

SECTION 3. Tenure. Subject to the provisions of Section 8 of this Article IV, each member of the executive committee shall hold office until the next regular annual meeting of the board of directors following his or her designation and until a successor is designated as a member of the executive committee.

SECTION 4. Meetings. Regular meetings of the executive committee may be held without notice at such times and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one day's notice stating the place, date, and hour of the meeting, which notice may be written or oral. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting.

SECTION 5. Quorum. A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

SECTION 6. Action Without a Meeting. Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the executive committee.

SECTION 7. Vacancies. Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full board of directors.

SECTION 8. Resignations and Removal. Any member of the executive committee may be removed at any time with or without cause by a resolution adopted by a majority of the full board of directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the one of the presidents or secretary of the savings bank. Unless otherwise specified, such resignation shall take effect upon its receipt; the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. Procedure. The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these bylaws. It shall keep regular minutes of its proceedings and report the same to the board of directors for its information at the meeting held next after the proceedings shall have occurred

SECTION 10. Other Committees. The board of directors may by resolution establish an audit, loan or other committee composed of directors as they may determine to be necessary or appropriate for the conduct of the business of the savings bank and may prescribe the duties, constitution, and procedures thereof.

ARTICLE V — OFFICERS

SECTION 1. Positions. The officers of this savings bank shall be one or more presidents, one or more vice presidents, a secretary and a treasurer, each of whom shall be elected by the board of directors. The board of directors may also designate the chairman of the board as an officer. One of the presidents shall be the chief executive officer, unless the board of directors designates the chairman of the board as chief executive officer. The offices of secretary and treasurer may be held by the same person and a vice president may also be either the secretary or the treasurer. The board of directors may designate one or more vice presidents as executive vice president or senior vice president. The board of directors also may elect or authorize the appointment of such other officers as the business of this savings bank may require. The officers shall have such authority and perform such duties as the board of directors may from time to time authorize or determine. In the absence of action by the board of directors, the officers shall have such powers and duties as generally pertain to their respective offices.

SECTION 2. Election and Term of Office. The officers of this savings bank shall be elected annually at the first meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office until a successor has been duly elected and qualified or until the officer's death, resignation, or removal in the manner hereinafter provided. Election or appointment of an officer, employee, or agent shall not of itself create contractual rights. The board of directors may authorize the savings bank to enter into an employment contract with any officer in accordance with regulations of the OTS; but no such contract shall impair the right of the board of directors to remove any officer at any time in accordance with Section 3 of this Article V.

SECTION 3. Removal. Any officer may be removed by the board of directors whenever in its judgment the best interests of the savings bank would be served thereby, but such removal,

other than for cause, shall be without prejudice to the contractual rights, if any, of the person so removed.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

SECTION 5. Remuneration. The remuneration of the officers shall be fixed from time to time by the board of directors.

ARTICLE VI — CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. To the extent permitted by regulations of the OTS, and except as otherwise prescribed by these bylaws with respect to certificates for shares, the board of directors may authorize any officer, employee or agent of the savings bank to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the savings bank. Such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the savings bank and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the savings bank shall be signed by one or more officers, employees or agents of the savings bank in such manner as shall from time to time be determined by the board of directors.

SECTION 4. Deposits. All funds of the savings bank not otherwise employed shall be deposited from time to time to the credit of the savings bank in any duly authorized depositories as the board of directors may select.

ARTICLE VII — CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of capital stock of the savings bank shall be in such form as shall be determined by the board of directors and approved by the OTS. Such certificates shall be signed by the chief executive officer or by any other officer of the savings bank authorized by the board of directors, attested by the secretary or an assistant secretary, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar other than the savings bank itself or one of its employees. Each certificate for shares of capital stock shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares are issued, the number of shares and date of issue, shall be entered on the stock transfer books of the savings bank. All certificates surrendered to the savings bank for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like

number of shares has been surrendered and canceled, except that in the case of a lost or destroyed certificate, a new certificate may be issued upon such terms and indemnity to the savings bank as the board of directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the capital stock of the savings bank shall be made only on its stock transfer books. Authority for such transfer shall be given only by the holder of record or by his legal representative, who shall furnish proper evidence of such authority, or by his attorney authorized by a duly executed power of attorney and filed with the savings bank. Such transfer shall be made only on surrender for cancellation of the certificate for such shares. The person in whose name shares of capital stock stand on the books of the savings bank shall be deemed by the savings bank to be the owner for all purposes.

ARTICLE VIII — FISCAL YEAR

The fiscal year of this savings bank shall end on the 31st day of December of each year.

ARTICLE IX — DIVIDENDS

Subject to the terms of the savings bank's charter and the regulations and orders of the OTS, the board of directors may, from time to time, declare, and the savings bank may pay, dividends on its outstanding shares of capital stock.

ARTICLE X — CORPORATE SEAL

The board of directors shall approve a savings bank seal which shall be two concentric circles between which shall be the name of the savings bank. The year of incorporation or an emblem may appear in the center.

ARTICLE XI — AMENDMENTS

These bylaws may be amended in a manner consistent with regulations of the OTS at any time by a majority of the full board of directors or by a majority vote of the votes cast by the stockholders of the savings bank at any legal meeting.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust FSB hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

WILMINGTON TRUST FSB

Dated: September 21, 2010

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

EXHIBIT 7

This form is intended to assist state nonmember banks and savings banks with state publication requirements. It has not been approved by any state banking authorities. Refer to your appropriate state banking authorities for your state publication requirements.

REPORT OF CONDITION

WILMINGTON TRUST FSB (Name of Bank) of BALTIMORE (City)

in the State of Maryland, at the close of business on June 30, 2010:

ASSETS	Thousands of Dollars
Cash, Deposits & Investment Securities:	**700,143**
Mortgage back Securities:	**1,183**
Mortgage Loans:	**548,963**
Non-Mortgage Loans:	**524,462**
Repossessed Assets:	**1,661**
Federal Home Loan Bank Stock:	**6,236**
Office Premises and Equipment:	**16,010**
Other Assets:	**163,794**
Total Assets:	**1,962,452**

LIABILITIES	Thousands of Dollars
Deposits	**1,395,302**
Escrows	**1,042**
Federal Funds Purchased and Securities Sold Under Agreements to Repurchase	**137,403**
Other Liabilities:	**171,487**
Total Liabilities	**1,705,234**

EQUITY CAPITAL	Thousands of Dollars
Common Stock	**274,166**
Unrealized Gains (Losses) on Certain Securities	**84**
Retained Earnings	**(17,032)**
Other Components of Equity Capital	**0**
Total Equity Capital	**257,218**
Total Liabilities and Equity Capital	**1,962,452**