

04-09-2001



101658263

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD
4/9/01
1819386

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
03312001

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03312001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

RECEIVED
MAR 9 AM 11:19
ASSIGNMENT

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/09/2001 DBYRNE 00000119 1819386

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1819386"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gerald Rita

Gerald Rita

4/5/2001

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT**(DIASTAT)**

THIS TRADEMARK ASSIGNMENT dated as of March 31, 2001, among Elan Pharmaceuticals, Inc., a Delaware corporation, having its principal offices at 800 Gateway Blvd., South San Francisco, California 94080 ("Assignor") and Xcel Pharmaceuticals, Inc., a Delaware corporation, having its principal offices at 7475 Lusk Blvd., San Diego, CA 92121 ("Assignee").

BACKGROUND

A. Assignor's predecessor in interest adopted, used, and Assignor is presently using and is the owner of the entire right, title and interest in and to the DIASTAT trademarks in connection with its pharmaceutical business, including registrations and applications therefor, identified in Schedule A attached hereto (hereinafter the "Trademarks");

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks;

C. Assignor makes this assignment pursuant to that certain Diastat Asset Purchase Agreement, dated March 31, 2001, by and among Assignor and Assignee ("Asset Purchase Agreement"), under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademarks and the products therefor; and

D. NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer unto Assignee the entire right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks and associated therewith.

2. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee, execute and deliver, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, the Assignor's right, title and interest in and to such Trademarks.

3. Except as set forth in the Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this assignment and Assignee shall have no recourse against Assignor therefor.

4. If Assignee elects to record this assignment or any other document or transfer with the appropriate U.S. or foreign governmental authorities or registries, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of March 31, 2001.

ELAN PHARMACEUTICALS, INC.

By: Lisabeth F. Murphy
Name: Lisabeth F. Murphy
Title: Vice President & Secretary

XCEL PHARMACEUTICALS, INC.

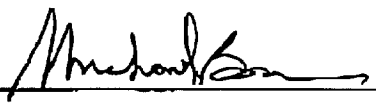
By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of March 31, 2001.

ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

XCEL PHARMACEUTICALS, INC.

By: 
Name:
Title:

**SCHEDULE A
TRADEMARK ASSIGNMENT**

Trademark	Reg. No./App. No.	Country
DIASTAT	TMA465,699	Canada
DIASTAT	1,084,444	Canada
DIASTAT	1,819,386	United States