

04-09-2001



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FORM PTO-1618A
Expires 06/30/99
OMB 05-1027

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

*MED
yabo1*

569143

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
04012001

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
04012001

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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

RECEIVED
2001 APR - 7 AM 11:21
ASSIGNMENT SERVICES
UNITED STATES PATENT AND TRADEMARK OFFICE

04/09/2001
01 FC:481

FORM PTO-1618A
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40.00 OP

FOR OFFICE USE ONLY

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

(415) 442-1325

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="569143"/>	<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

4/5/01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT**(MYSOLINE)**

THIS TRADEMARK ASSIGNMENT dated as of April 1, 2001, among Elan Pharma International Limited, a corporation organized under the laws of the Ireland, having its principal offices at WIL House, Shannon Business Park, Shannon, County Clare, Ireland ("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 MYSOLINE 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 Mysoline Asset Purchase Agreement, dated April 1, 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 April 1, 2001.

ELAN PHARMA INTERNATIONAL
LIMITED

By: Debra Moore
Name: Debra Moore
Title: Authorized Signatory

XCEL PHARMACEUTICALS, INC.

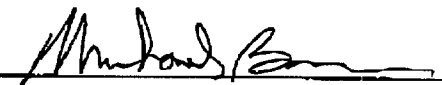
By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of April 1, 2001.

ELAN PHARMA INTERNATIONAL
LIMITED

By: _____
Name:
Title:

XCEL PHARMACEUTICALS, INC.

By: 
Name:
Title:

**SCHEDULE A
TRADEMARK ASSIGNMENT**

Trademark	Reg. No./App. No.	Country
MYSOLINE	UCA039219	Canada
MYSOLINE	569,143	United States