

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: PROCTER & GAMBLE PHARMACEUTICALS, INC.

ASSIGNEE: DURA PHARMACEUTICALS, INC.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective as of the 3rd day of July, 1996, is made by and between PROCTER & GAMBLE PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Ohio, having a place of business at 1 P&G Plaza, Cincinnati, Ohio 45202 U.S.A. ("ASSIGNOR"); and Dura Pharmaceuticals, Inc, a corporation organized and existing under the laws of the State of California, having a place of business at 5880 Pacific Center Blvd., San Diego, California 92121 ("ASSIGNEE");

BE IT KNOWN by these presents, that:

WHEREAS, the said ASSIGNOR is the sole owner of all of the trademark rights in and to the following Trademarks ("Trademarks") and the registration therefor ("Registration") which has been issued by the United States Patent and Trademark Office:

Carbobid, Reg. No. 1,763,584

Hydrobid, Reg. No. 1,819,384

Entex, Reg. No. 888,938

WHEREAS, ASSIGNOR desires to sell, transfer and assign to ASSIGNEE, all right, title and interest in and to the Trademarks and the Registration;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademarks and the Registration;

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, ASSIGNOR DOES HEREBY ASSIGN unto ASSIGNEE all rights, title and interest in and to the Trademarks and the Registration for the United States, together with all the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the Trademarks, along with the right to sue and recover for damages and profits and all other remedies for past infringements thereof.

TO HAVE AND TO HOLD by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had not this transfer and assignment been made.

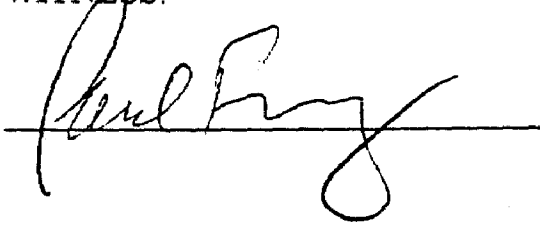
ASSIGNOR covenants and agrees that it will, without charge to ASSIGNEE, whenever so requested by ASSIGNEE, execute and deliver such further instruments and perform any other reasonable acts that ASSIGNEE may require as may be necessary or convenient for vesting in ASSIGNEE the full benefit of all the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by ASSIGNEE, to the extent such evidence is in the possession or control of ASSIGNOR.

ASSIGNOR requests that this transfer of ownership be duly filed and recorded. ASSIGNEE does hereby accept this trademark assignment and requests that this transfer of ownership be duly filed and recorded.


IN WITNESS WHEREOF, PROCTER & GAMBLE PHARMACEUTICALS, INC.
and DURA PHARMACEUTICALS, INC. have hereunto set their hands and seals this 3rd
day of July, 1996.

ASSIGNOR:

WITNESS:



PROCTER & GAMBLE
PHARMACEUTICALS INC.



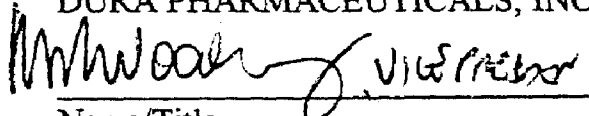
G.G. Cloyd, President

ASSIGNEE:

WITNESS:



DURA PHARMACEUTICALS, INC.



Name/Title

IN WITNESS WHEREOF, PROCTER & GAMBLE PHARMACEUTICALS, INC.
and DURA PHARMACEUTICALS, INC. have hereunto set their hands and seals.

ASSIGNOR:

WITNESS:

PROCTER & GAMBLE
PHARMACEUTICALS, INC.

G.G. Cloyd, President

ASSIGNEE:

WITNESS:

DURA PHARMACEUTICALS, INC.

Fatty M. DeGaetano

Mitchell R. Woodbury

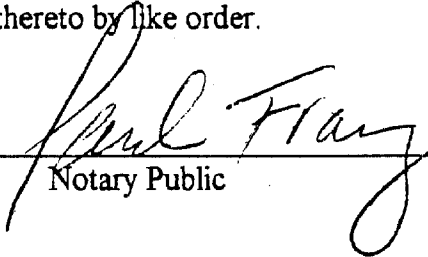
Mitchell R. Woodbury
Vice President and General Counsel

Signed July 9, 1996.

ACKNOWLEDGMENT
OF
ASSIGNOR

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

Personally subscribed and sworn to before me this 3rd day of July, 1996 by G.G. Cloyd, by me known to be the President of Procter & Gamble Pharmaceuticals, Inc., an Ohio corporation, who, being by me duly sworn, did deposit and say that he knows the seal of said Assignor corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Assignor corporation, and that he signed his name thereto by like order.



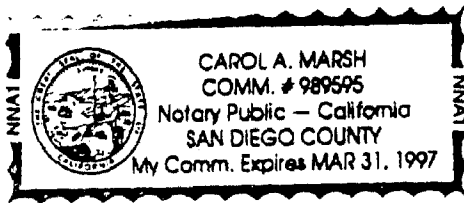
Notary Public

PAUL FRANZ, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

ACKNOWLEDGMENT
OF
ASSIGNEE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

Personally subscribed and sworn to before me this 9th day of July, 1996 by Mitchell R. Woodbury, by me known to be the Vice President and General Counsel of Dura Pharmaceuticals, Inc., a California corporation, who, being by me duly sworn, did deposit and say that he knows the seal of said Assignee corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Assignee corporation, and that he signed his name thereto by like order.



Carol A. Marsh
Notary Public