

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 28th day of August, 1996 is made by and between PROCTER & GAMBLE PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Ohio, with a principal place of business at One Procter & Gamble Plaza, Cincinnati, Ohio 45202 ("ASSIGNOR"); and DURA PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 7475 Lusk Boulevard, San Diego, California 92121 ("ASSIGNEE");

BE IT KNOWN by these present, that:

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

Carbobid, Reg. No. 1,763,584

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

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademark 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 Trademark and the Registration for the United States, together with all the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, 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 this transfer and assignment not 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.

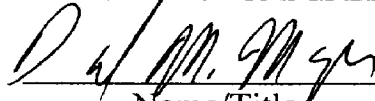
ASSIGNOR requests that this transfer of ownership be duly filed and recorded. ASSIGNEE does hereby accept this trademark assignment and requests the transfer of ownership be duly filed and recorded.

PHARMACEUTICALS

IN WITNESS WHEREOF, PROCTER & GAMBLE, INC. and DURA PHARMACEUTICALS, INC. have hereunto set their hands and seals this 21 day of December, 1999.

ASSIGNOR:

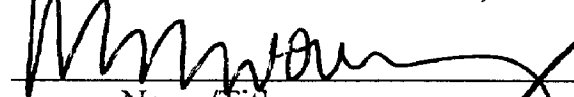
PHARMACEUTICALS
PROCTER & GAMBLE, INC.


Name/Title

David M. Moyer, Assistant Secretary

ASSIGNEE:

DURA PHARMACEUTICALS, INC.


Name/Title

Mitchell R. Woodbury
Senior Vice President and General Counsel