

08-10-2001



Form PTO-1594
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U.S. DEPARTMENT OF
Patent and Trademark

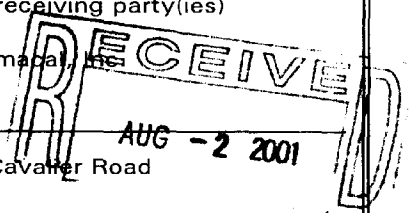
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Immunex Corporation *820)*
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Xanodyne Pharmaceuticals, Inc.
Internal Address:
Street Address: 71 Cavalier Road
City: Florence State: KY ZIP: 41041
Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: June 29, 2001

4. Application number(s) or registration number(s):
0,729,648 U.S.
0,738,956 U.S.
13048 Puerto Rico
28593 Puerto Rico
If this document is being filed together with a new application, the execution date of the application is:
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kurt A. Summe
Internal Address: WOOD, HERRON & EVANS, L.L.P.
Street Address: 2700 Carew Tower
441 Vine Street
City: Cincinnati State: OH ZIP:45202

6. Total number of applications and trademarks involved: 4
7. Total fee (37 CFR 3.41):.....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-3000
(Attach duplicate copy of this page if paying by deposit account)

08/09/2001 TBIAZI 00000054 0729648
01 FC:401 40.00 OP
02 FC:402 75.00 OP

DO NOT USE THIS SPACE

9. 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.
Kurt A. Summe Kurt A Summe 7/30/01
Name of Person Signing Signature Date
Total number of pages including cover sheet: 4

OMR No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PD2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20253.

TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made by Immunex Corporation, with an office at 51 University Street, Seattle, Washington 98101 ("Assignor"), in favor of Xanodyne Pharmaceutical, Inc., a Delaware corporation, with an office at 71 Cavalier Road, Florence, Kentucky 41041 ("Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth in Annex 1 attached to this Assignment, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Now therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Marks, including all common law rights therein, free and clear of all liens and encumbrances (except as otherwise set forth in the Agreement, as defined below), and applications to register therefor, together with the goodwill of the business symbolized by the Marks, for the use and on behalf of its successors, assigns, and other legal representatives.

This Assignment is being delivered in connection with the Asset Purchase Agreement between Assignor and Assignee dated on or about June 30, 2001, which is incorporated herein by this reference (the "Agreement"), and is subject to, and is entitled to the benefits in respect of, the Agreement. Nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Agreement. Any capitalized term used but not defined herein shall have the meaning given in the Agreement.

Except for the representations and warranties of Assignor expressly set forth in this Assignment or in the Agreement, neither Assignor nor its Affiliates nor any other Person makes any other express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Marks.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the 30th day of June, 2001.

Dated: June 29, 2001

IMMUNEX CORPORATION

By: Edward V. Fritzky

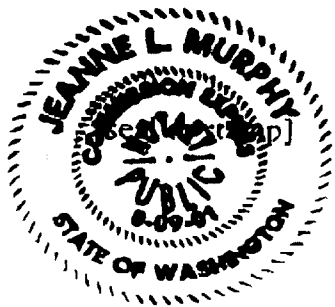
Name: Edward V. Fritzky

Title: Chief Executive Officer

Reviewed by
Law Dept.
By: [Signature]
Date: 6/29/01

COUNTY OF KING) ss.
)

I certify that I know or have satisfactory evidence that Edward V. Fritzky is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Chief Executive Officer, of IMMUNEX CORPORATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Jeanne L. Murphy
[signature]

Jeanne L. Murphy
[print name]

Notary Public in and for the State of Washington,
residing at Seattle, WA
My commission expires 08-09-01.

Annex 1
to Assignment of Trademarks
Trademark Registrations
and Applications Therefor

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	AMICAR	0729648	4/10/62 (issued) 4/10/82 (renewed)
USA	LEVOPROME	0738956	10/9/62 (issued) 10/9/82 (renewed)
PUERTO RICO	AMICAR	13048	6/1/85 (issued) 6/1/95 (renewed)
PUERTO RICO	LEVOPROME	28593	2/21/89 (abandoned) 2/21/99)