

04-12-2002



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To the Honorable Commission

102053007

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

DURA PHARMACEUTICALS, INC.

3-5-02

- Individual
- General Partnership
- Corporation-State- **Delaware**
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

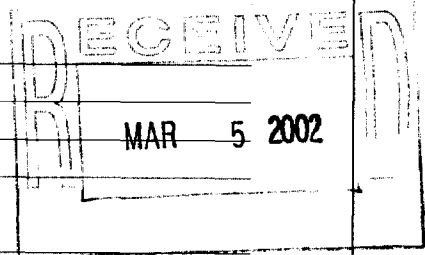
2. Name and address of receiving party(ies):

Name: **First Horizon Pharmaceutical Corporation**

Address: **660 Hembree Parkway, Suite 106**

City **Roswell** State **Georgia** Zip Code: **30076**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - **Delaware**
- Other



3. Nature of conveyance:

- Assignment
- Security Agreement
- Other-
- Merger
- Change of Name

Execution Date: **No Later Than December 31, 2001**

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4(a). Trademark Application No.(s):

4(b). Trademark Registration No.(s): **569,968**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name **Mary Anthony Merchant, Ph.D.**

Address: **KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) enclosed: **\$ 40**

DO NOT USE THIS SPACE

8. 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

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, DC 20231, on

Mary Anthony Merchant, Ph.D.
Name of Person Signing

[Handwritten Signature]
Signature

3/5/2002
Date

Attorney Docket No: **08852-8230 (43743-271257)**

Total number of pages including cover sheet: **15**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks
Box Assignments

40.00
04/11/2002 LWEILER 0000261 56996
01 FC461

**INTELLECTUAL PROPERTY ASSIGNMENT
(FURADANTIN®)**

This Intellectual Property Assignment is entered into this ___ day of December, 2001 by and between Dura Pharmaceuticals, Inc., a Delaware corporation ("Assignor"), and First Horizon Pharmaceutical Corporation, a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement (Furadantin®) (the "Purchase Agreement") dated as of December __, 2001 (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor (on behalf of itself and its relevant Affiliates) hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignor hereby purchases, acquires and accepts from Assignor (and any such relevant Affiliates of Assignor), all of Assignor's and each such Affiliate's right, title and interest, as of the date hereof, in and to the Intellectual Property, free and clear of any Encumbrances (other than Permitted Encumbrances).

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

3. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Intellectual Property.

4. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware without giving effect to its conflicts-of-laws principles.

6. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DURA PHARMACEUTICALS, INC.

By: Lawrence F. Murphy
Name:
Title: VP and Secretary

FIRST HORIZON PHARMACEUTICAL
CORPORATION

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT (FURADANTIN)]

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page 11/11

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DURA PHARMACEUTICALS, INC.

By: _____
Name:
Title:

FIRST HORIZON PHARMACEUTICAL
CORPORATION

By: Balaji Venkatesh
Name: Balaji Venkatesh
Title: VP Corp Dev/CPD

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT (FURADANTIN)]