

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

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

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: November 14, 2003

2. Name and address of receiving party(ies)

Name: Xanodyne Pharmacal, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 71 Cavalier Road

City: Florence State: KY Zip: 41041

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,800,410

Additional number(s) attached  Yes  No

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

Name: Kathryn E. Smith, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202-2917

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

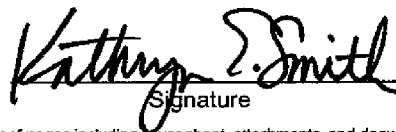
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DO NOT USE THIS SPACE

9. Signature.

Kathryn E. Smith

Name of Person Signing



Signature

January 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$40.00 233000 1800410

**ASSIGNMENT AND ASSUMPTION OF TRADEMARK**

WHEREAS, IMMUNEX CORPORATION, a Washington corporation, having its principal place of business at One Amgen Center Drive, Thousand Oaks, California 91320-1799 ("Assignor"), is the sole and exclusive owner of the trademark LPF (the "Mark") and the corresponding U.S. Trademark Registration No. 1,800,410, registered on October 26, 1993, and the corresponding Puerto Rico Trademark Registration No. 28,583, registered on February 21, 1989;

WHEREAS, XANODYNE PHARMACAL, INC., a Delaware corporation, having its principal place of business at 71 Cavalier Road, Florence, Kentucky 41041 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Mark and the registrations thereof; and

WHEREAS, Assignor wishes to assign whatever rights Assignor owns in the Mark and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee, its successors, assigns and legal representatives any and all right, title and interest that Assignor possesses and has the right to transfer in, to and under the Mark and registrations thereof, including all common law rights therein, together with the goodwill of the business symbolized by the Mark, for the use and on behalf of its successors, assigns and other legal representatives.

Neither Assignor nor its affiliates nor any other person makes any express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Mark or the goods sold, manufactured or marketed under the Mark, the registrations for the Mark or the goodwill of the business symbolized by the Mark, and Assignor shall have no liability for past, present or future claims related thereto.

IN TESTIMONY WHEREOF, each of Assignor and Assignee have caused this Assignment, dated November 14, 2003, to be executed by a proper officer thereunto duly authorized.

IMMUNEX CORPORATION

By: Stuart Watt  
Name: Stuart Watt  
Title: Vice President, Law and Intellectual Property

XANODYNE PHARMACAL, INC.

By: [Signature]  
Name: Robert L. Estey  
Title: CFO

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