

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
aaiPharma, Inc.		08/10/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AAI Properties Inc.
Street Address:	2320 Scientific Park Drive
City:	Wilmington
State/Country:	NORTH CAROLINA
Postal Code:	28405
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2747955	AZASAN

CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(919) 854-1400
Email:	bporter@myersbigel.com
Correspondent Name:	F. Michael Sajovec
Address Line 1:	P.O. Box 37428
Address Line 4:	Raleigh, NORTH CAROLINA 27627

ATTORNEY DOCKET NUMBER:	5573.126
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NAME OF SUBMITTER:	F. Michael Sajovec
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Total Attachments: 3
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CH \$40.00 2747955

**ASSIGNMENT OF TRADEMARK REGISTRATION
AND APPLICATIONS AND DOMAIN NAME REGISTRATIONS**

Whereas, aaiPharma, Inc., a Delaware corporation having a principal place of business at 2320 Scientific Park Drive, Wilmington, North Carolina 28405 U.S.A. (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the United States and International Trademarks, International Trademark Applications and Internet Domain Names listed in the attached Schedule A (hereinafter referred to as the "Intellectual Property").

Whereas, AAI Properties Inc, a North Carolina Corporation having a principal place of business at 2320 Scientific Park Drive, Wilmington, North Carolina 28405,U.S.A., (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the rights, title and interest to the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE all of its rights, title, and interest in and to the Intellectual Property together with the goodwill of the business appurtenant to and symbolized by said Intellectual Property therefore, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

AND, ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that its has not executed and will not execute any agreement in conflict herewith, and that it will execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

Country	Mark	Registration No.	Application Serial No.
USA	AZASAN	2747955	76/18450
CANADA	AZASAN	Pending	1194900
MEXICO	AZASAN	Pending	637316
EUROPE (COMMUNITY TRADEMARK)	AZASAN	Pending	3176278

DOMAIN NAMES

AAIAZA.COM
AAIAZASAN.COM
AZAAAI.COM
AZASAN.COM
AZASAN50.COM
AZASAN75.COM
AZASAN100.COM
AZASANRA.COM
AZASANTRANSPLANT.COM
AZATHIOPRINE.ORG
AZATHIOPRINE50.COM
AZATHIOPRINE75.COM
AZATHIOPRINE100.COM