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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 document or copy thereof.

1. Name of conveying party(ies):
AAIPharma Inc.

☐ Individual(s) ☐ Association
☒ Corporation – **Delaware**
☐ Other

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

2. Name and address of receiving party(ies)
Name: **Silver Point Finance LLC**
Internal Address: **600 Steamboat Road**
Street Address:
City: **Greenwich** State: **CT** Zip: **06830**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☐ Corporation -
☒ Other: **a Delaware limited liability company**

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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement – **Amendment to Assignment of Security (Trademarks)**
☐ Change of Name
☐ Other

Execution Date: **August 9, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/432,082
B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Daniel Angel, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

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:
500675 – Schulte Roth & Zabel LLP
(Attach duplicate copy of this page if paying by deposit account)

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.

Daniel Angel, Esq. — Name of Person Signing
Signature
August 12, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH $40.00 500675 78432082

96497114

Additional Conveying Party

AAIPharma LLC, a Delaware Limited Liability Company

Execution Version

AMENDMENT TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

This **AMENDMENT TO ASSIGNMENT FOR SECURITY (TRADEMARKS)** (the "Amendment") is made, and effective as of the date indicated below, to the Assignment for Security Trademarks (the "Trademark Security Agreement"), dated April 23, 2004, between **AAIPHARMA INC.**, a Delaware corporation ("Parent") and **AAIPHARMA LLC**, a Delaware limited liability company ("Pharma LLC", and together with Parent, collectively, the "Assignors") and **SILVER POINT FINANCE LLC**, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, the Assignors entered into that certain Security Agreement, dated April 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Assignee;

WHEREAS, pursuant to the Security Agreement, the Assignors executed the Trademark Security Agreement under which the Assignors assigned to the Assignee and granted to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks (as such term is defined in the Trademark Security Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations (as such term is defined in the Security Agreement);

WHEREAS, Assignors filed an application for registration with the United States Patent and Trademark Office for the trademark "AAI DEVELOPMENT SERVICES", as set forth on Annex I attached hereto (the "New Trademark");

WHEREAS, the Assignors and Assignee desire to amend the Trademark Security Agreement to include the New Trademark as Collateral (as such term is defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schedule A1 to the Trademark Security Agreement is hereby amended to include the New Trademark. All the Security Agreement and Trademark Security Agreement terms and provisions (including without limitation all conditions, representations, warranties, covenants and other agreements) shall apply to the New Trademark as if such mark had been included on Schedule A1 as of April 23, 2004. Without limiting the foregoing provisions, as of the date hereof, the term "Collateral" shall include, without limitation, the New Trademark, and Assignee hereby confirms the grant to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in all right, title and interest of the Assignors in, to and under the New Trademark, together with, among other things, the good-will of the business symbolized by the New Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of

action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations.

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IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 9, 2004.

AAIPHARMA INC.

By: _____

Name: Frederick D. Sancilio, Ph.D.

Title: Chairman & Chief Executive Officer

AAIPHARMA LLC

By: _____

Name: Frederick D. Sancilio, Ph.D.

Title: Chairman & Chief Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina

ss.:

COUNTY OF New Hanover

On this 9th day of August 2004, before me, the undersigned, personally appeared Frederick D'Ancilio, Ph.D., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]

9692842.1

ANNEX I

MARK	APPLICATION SERIAL NUMBER	FILING DATE
AAI DEVELOPMENT SERVICES	78/432,082	June 9, 2004