

Form PTO-1594
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Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

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

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

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

2. Name and address of receiving party(ies)
Name: Wachovia Bank, National Association as
Administrative Agent
Internal
Address: _____
Street Address: 301 S. College Street, 5th Floor
City: Charlotte State: NC Zip: 28288

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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 Change of Name
 Other _____

Execution Date: April 23, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78-432082

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: Heather M. Philips, Paralegal
Internal Address:
Robinson, Bradshaw & Hinson, P.A.
Street Address: 101 N. Tryon Street, Suite 1900

City: Charlotte State: NC Zip: 28246

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
- payment via visa - see attached authorization

8. Deposit account number:

(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.

Heather M. Philips, Paralegal Heather M. Philips September 13, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

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

OP \$40.00 78432082

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, aaiPharma Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated April 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wachovia Bank, National Association, as collateral agent for holders of aaiPharma Inc. 11% Senior Subordinated Notes due 2010 (in such capacity, together with any successors and assigns, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to the Security Agreement and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 23, 2004 (as amended, modified, supplemented or replaced from time to time, the "Intercreditor Agreement"), among Silver Point Finance, LLC, as Senior Collateral Agent, the Assignee, and the Assignor. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has 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

SCHEDULE 1A
TO ASSIGNMENT FOR SECURITY

Trademark Applications Pending

Trademark Name	Pending Trademarks Application Number	Date
AAI DEVELOPMENT SERVICES	78-432082	June 9, 2004