

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Orphan Medical, Inc.		03/26/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	QOL Medical LLC
Street Address:	516-D River Hwy
Internal Address:	#158
City:	Mooresville
State/Country:	NORTH CAROLINA
Postal Code:	28117
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2198812	SUCRAID

CORRESPONDENCE DATA	
Fax Number:	(612)604-6982
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-604-6582
Email:	scrain@winthrop.com
Correspondent Name:	Sarah A. Crain, Winthrop & Weinstine
Address Line 1:	225 South Sixth Street
Address Line 2:	Suite 3500
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	11782.2
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NAME OF SUBMITTER:	Sarah A. Crain
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Total Attachments: 3
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ASSET PURCHASE AND SALE AGREEMENT

This asset purchase and sale agreement (this "Agreement") is entered into as of March 26, 2003 ("Effective Date"), by and between ORPHAN MEDICAL, INC., a Delaware corporation with its principal place of business at 13911 Ridgedale Drive, Suite 250, Minnetonka, MN 55305 (hereinafter referred to as "ORPHAN"), and QOL Medical LLC, a Delaware company with its principal place of business at 12419 198th Drive NE, Woodinville, WA 98072 (hereinafter referred to as "QOL").

WITNESSETH:

WHEREAS, ORPHAN wishes to sell and assign to QOL, and QOL wishes to purchase and acquire from ORPHAN, all of ORPHAN's right to and interest in the PRODUCT (as defined below), including ORPHAN's interest in certain licenses and distributor and supply agreements relating to the PRODUCT.

NOW THEREFORE, in consideration of the premises, the respective commitments of the parties set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ORPHAN and QOL agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

1.1

1.2

1.3

1.4 "PRODUCT" shall mean Sucraid (sacrosidase) oral solution for treatment of the genetically determined sucrase deficiency, which is part of congenital sucrase isomaltase deficiency (CSID).

1.5

1.6

ARTICLE 2
PURCHASE AND SALE COMMITMENT

On the Effective Date, but subject to the satisfaction of the conditions set forth in section 6.1, ORPHAN shall sell, transfer and assign to QOL, and QOL shall purchase and acquire from ORPHAN, all of ORPHAN's right, title and interest in and to the following assets (the "Assets"):

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h) The trademark SUCRAID®, the U.S. registration of such trademark (#2,198,812), the European Community registration of such trademark (#1315266) and all goodwill attributable thereto;

(i)

(j)

(k)

ARTICLE 3
CONSIDERATION

3.1

9.2

9.3

9.4

9.5

9.6

9.7

9.8

9.9

IN WITNESS WHEREOF, ORPHAN and QOL have caused this Agreement to be executed by the respective duly authorized officers as of the Effective Date.

ORPHAN MEDICAL INC.

QOL MEDICAL LLC

By: [Signature]

By: Trevar J Bell

Its: CEO

Its: President

Date: 3/26/03

Date: 3/27/03