

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
aaiPharma, LLC		02/27/2004	Limited Liability Corporation:

RECEIVING PARTY DATA	
Name:	Mayne Pharma (USA) Inc.
Street Address:	529 Fifth Avenue
Internal Address:	c/o Reed Smith
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1094190	M.V.I.
Registration Number:	1179782	M.V.I. - 12
Registration Number:	2702155	M.V.I. PEDIATRIC
Registration Number:	2671869	AQUASOL
Registration Number:	942613	AQUASOL A
Registration Number:	942612	AQUASOL E

CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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:	9489.1
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CH \$165.00 1094190

NAME OF SUBMITTER:

F. Michael Sajovec

Total Attachments: 5

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5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together constitute one and the same instrument.

[Signature Page Follows]

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "Assignment"), dated as of April 23, 2004, is made by and between Mayne Pharma (USA) Inc., a Delaware corporation ("Assignee") and aaiPharma Inc., a Delaware corporation, aaiPharma LLC and AAI Properties, Inc. (together with aaiPharma Inc. and aaiPharma LLC, "Assignor").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated February 27, 2004 (the "Asset Purchase Agreement") pursuant to which Assignee purchased from the Sellers the Purchased Assets, including but not limited to the Trademarks identified in Schedule A (the "Trademarks") attached hereto and incorporated herein by reference;


WHEREAS, Assignor is willing to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks. NOW, THEREFORE, for the good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein will have the meaning given to them in the Asset Purchase Agreement.
2. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear from all Encumbrances other than Permitted Encumbrances, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to Trademarks set forth in Schedule A including, without limitation, the goodwill of the business symbolized by said Trademarks associated therewith, and including the right to bring actions for past, present and future infringement of the Trademarks.
3. Assignor agrees that, in every jurisdiction where Assignor has an interest in the Trademarks, Assignor shall, at Assignee's sole expense and as reasonably requested by Assignee: (i) reasonably cooperate with Assignee in the filing and prosecution of any trademark registration for the Trademarks or application therefor; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer as necessary to fully effectuate and record this Assignment; and (iii) perform such other acts as Assignee lawfully and reasonably may request, to fully effectuate and record this Assignment.
4. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

MAYNE PHARMA (USA) INC.

By: 
Name: Stuart Hinch
Title: President - Americas

aaiPHARMA INC.

By: _____
Name:
Title:

aaiPHARMA LLC

By: _____
Name:
Title:

AAI PROPERTIES INC.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Trademark	Status	Reference Number
M.V.I.	Registered	1,094,190
M.V.I. - 12	Registered	1,179,782
M.V.I. - Pediatric	Registered	2,702,155
M.V.I. ADULT	Pending	78/207,887
AQUASOL	Registered	2,671,869
AQUASOL A	Registered	942,613
AQUASOL E	Registered	942,612