

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indevus Pharmaceuticals, Inc.		09/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Odyssey Pharmaceuticals, Inc.		
Street Address:	200 Park Avenue		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78256069	SANCTURA	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Warren L. Nachlis		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Warren L. Nachlis		
Signature:	/Warren L. Nachlis/		
Date:	02/09/2005		

CH \$40.00 78256069

Total Attachments: 6

900019394

**TRADEMARK
 REEL: 003026 FRAME: 0076**

source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective the 30th day of September, 2004, is made and entered into by and between INDEVUS PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Delaware and having its principal office at 99 Hayden Avenue, Suite 200, Lexington, MA 02421, United States ("Assignor") and ODYSSEY PHARMACEUTICALS, INC., a corporation organized and existing under the laws of the State of Delaware and having its principal office at 72 Eagle Rock Ave., East Hanover, NJ 07936, United States ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of each of (i) the trademarks and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks"), including the pending Trademark filed as an intent-to-use application (the "ITU Mark");

WHEREAS, Assignor has a *bona fide* intent to use the ITU Mark in connection with the goods and/or services for which such any such applications have been filed;

WHEREAS, Assignor is the registrant of record and owner of, or otherwise controls, each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B hereto and the domain name registrations therefor (the "Domain Names");

WHEREAS, Assignor and Assignee entered into that certain License, Commercialization and Supply Agreement dated April 6, 2004 (the "LCS Agreement");

WHEREAS, pursuant to the LCS Agreement, Assignee agreed to acquire that portion of Assignor's business in which Assignor has a *bona fide* intent to use the ITU Marks, and (ii) all of Assignor's right, title and interest in and to the Trademarks and Domain Names and any goodwill of the business symbolized by the Trademarks and Domain Names;

WHEREAS, on August 17, 2004, Assignor filed a verified statement of use with the United States Patent and Trademark Office in connection with the application to register the SANCTURA trademark, Serial Number 78/256069.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, including the right to sue for past, present and future infringement thereof.

2. No Warranties. Except as expressly provided in the LCS Agreement, Assignor makes no warranties, express or implied, with respect to the Purchased Intellectual Property and the Domain Names.

3. Registrant Name Change Agreement. Within five (5) days following the date hereof, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis.

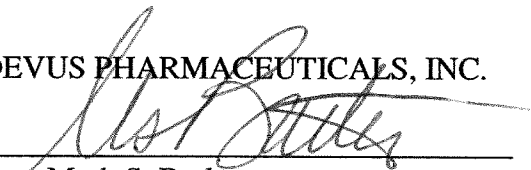
4. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks and the Domain Names, and shall not enter into any agreement in conflict with this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of New York, without regard to the conflicts of law rules of such state.


6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

INDEVUS PHARMACEUTICALS, INC.

By: 
Name: Mark S. Butler
Title: Executive Vice President, Chief
Administrative Officer and
General Counsel

ODYSSEY PHARMACEUTICALS, INC.

By: 
Name: Paul Lubetkin
Title: Senior Vice President and General Counsel

SCHEDULE A

TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
United States	SANCTURA	78/256,069		5/29/2003	
United States	TROPAXA	78/256,068 (abandoned)		5/29/2003	
United States	OMICTRA				

SCHEDULE B

Domain Names

Domain Name	Reg. Date	Expiration Date	Owner	Status
SANCTURAX1.ORG	N/A	N/A	N/A	Available
SANCTURASR.ORG	4/1/2004	4/0/2014	Indevus Pharmaceuticals, Inc.	Registered
SANCTURACR.ORG	4/1/2004	4/1/2014	Indevus Pharmaceuticals, Inc.	Registered
SANCTURACD.ORG	4/1/2004	4/1/2014	Indevus Pharmaceuticals, Inc.	Registered
OMICTRA.ORG	1/8/2004	1/8/2005	Young & Rubicam	Registered
OMICTRA.NET	1/8/2004	1/8/2005	Young & Rubicam	Registered
OMICTRA.COM	1/8/2004	1/8/2005	Young & Rubicam	Registered
TROPAXXR.ORG	8/21/2003	8/21/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXXR.NET	8/21/2003	8/21/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXXR.COM	8/21/2003	8/21/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXX1.ORG	N/A	N/A	N/A	Available
TROPAXX1.NET	N/A	N/A	N/A	Available
TROPAXX1.COM	N/A	N/A	N/A	Available

TROPAXASR.ORG	8/13/2003	8/13/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXASR.NET	8/13/2003	8/13/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXASR.COM	8/13/2003	8/13/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXAER.ORG	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXAER.NET	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXAER.COM	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACR.ORG	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACR.NET	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACR.COM	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACD.ORG	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACD.NET	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered
TROPAXACD.COM	8/19/2003	8/19/2004	Indevus Pharmaceuticals, Inc.	Registered

TROPAXA.ORG	6/9/2003	6/9/2005	Indevus Pharmaceuticals, Inc.	Registered
TROPAXA.NET	6/9/2003	6/9/2004	N/A	Redemption Period
SANCTURA.ORG	6/9/2003	6/9/2013	Indevus Pharmaceuticals, Inc.	Registered
TROPAXA.COM	6/9/2003	6/9/2004	N/A	Redemption Period
SANCTURA.NET	06/9/2003	6/9/2013	Indevus Pharmaceuticals, Inc.	Registered
SANCTURA.COM	6/9/2003	6/9/2013	Young & Rubicam	Registered

00873855