

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KBC Pharma, Inc.		11/23/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prism Pharmaceuticals, Inc.		
<b>Street Address:</b>	7300 Turfway Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Florence		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	41042		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74623897	XOSTEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-977-8683		
<b>Email:</b>	clare.iery@dinslaw.com		
<b>Correspondent Name:</b>	Clare M. Iery		
<b>Address Line 1:</b>	255 East Fifth Street		
<b>Address Line 2:</b>	1900 Chemed Center		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Clare M. Iery		
<b>Signature:</b>	/cmi/		
<b>Date:</b>	04/04/2005		

OP \$40.00 74623897

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made by KBC Pharma, Inc., a California corporation, with an office at 14467 Sobey Road, P. O. Box 2474, Saratoga, California 95070 ("Assignor"), in favor of Prism Pharmaceuticals, Inc., a Delaware corporation, with an office at 7300 Turfway Road, Suite 300, Florence, Kentucky 41042 ("Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth in Annex 1 attached to this Assignment, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Now therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Marks, including all common law rights therein, free and clear of all liens and encumbrances (except as otherwise set forth in the Agreement, as defined below), and applications to register therefore, together with the goodwill of the business symbolized by the Marks, for the use and on behalf of its successors, assigns, and other legal representatives.

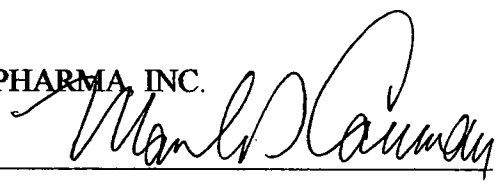
This Assignment is being delivered in connection with the Asset Purchase Agreement between Assignor and Assignee of an even date herewith, which is incorporated herein by this reference (the "Agreement"), and is subject to, and is entitled to the benefits in respect of, the Agreement. Nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Agreement. Any capitalized term used but not defined herein shall have the meaning given in the Agreement.

Except for the representations and warranties of Assignor expressly set forth in this Assignment or in the Agreement, neither Assignor nor its Affiliates nor any other Person makes any other express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Marks.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the 23rd day of November, 2004.

KBC PHARMA, INC.

By: \_\_\_\_\_



Name: \_\_\_\_\_

MARK D. CARMAN

Title \_\_\_\_\_

PRESIDENT

**FORM OF**  
**TRADEMARK ASSIGNMENT**

**ANNEX I**

XOSTEN