

**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>
Cornerstone BioPharma, Ltd.		02/15/2005	CORPORATION: ANGUILLA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adams Laboratories, Inc.		
<b>Street Address:</b>	425 Main Street		
<b>City:</b>	Chester		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07930		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1361351	HUMIBID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(813)314-5160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	813-227-8500		
<b>Email:</b>	karen.lee@hklaw.com		
<b>Correspondent Name:</b>	James B. Lake		
<b>Address Line 1:</b>	P.O. Box 1288		
<b>Address Line 4:</b>	Tampa, FLORIDA 33601-1288		
<b>NAME OF SUBMITTER:</b>		James B. Lake	
<b>Signature:</b>		/james b lake/	
<b>Date:</b>		04/20/2005	

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Total Attachments: 4  
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**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made this 14th day of January, 2005, by Cornerstone BioPharma, Ltd., ("Assignor") to Adams Laboratories, Inc. ("Assignee").

WHEREAS, Assignor is the owner of all rights, title, and interest in various HUMIBID trademarks used in connection with various pharmaceutical expectorant products, including without limitation the mark HUMIBID, the mark HUMIBID L.A., the mark HUMIBID DM, the mark HUMIBID e and the mark HUMIBID cs, and including Federal Registration No. 1,361,351 for the mark HUMIBID and all other registrations and applications for any HUMIBID mark (collectively, "the HUMIBID Marks"); and

WHEREAS, Assignor and/or its predecessors in interest have continuously used one or more of the HUMIBID marks in interstate commerce in the United States for many years; and

WHEREAS, Assignor and Assignee have entered into a Settlement Agreement with an Effective Date of February 15, 2005 (the "Settlement Agreement") pursuant to which Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest in, to and under the HUMIBID Marks; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's rights, title and interest in, to and under the HUMIBID Marks and the goodwill of the business associated therewith and symbolized thereby, effective as of February 15, 2005.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and in the Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. **Assignment and Transfer**. Assignor hereby transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, for the use and benefit of the Assignee, its successors and assigns, effective as of February 15, 2005, as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made, all of Assignor's right, title and interest in, to and under the HUMIBID Marks, together with the goodwill of the business associated therewith and symbolized thereby, including Federal Registration No. 1,361,351 and all other registrations for any HUMIBID mark and including without limitation all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the HUMIBID Marks. Assignor hereby also declares that, effective as of February 15, 2005, Assignor expressly abandons all of its rights, title and interest in, to and under each of the HUMIBID Marks.

2. **Further Actions**. Assignor covenants and agrees to execute such further documents and take such additional actions as may reasonably be requested by Assignee to vest in Assignee all of Assignor's rights in the HUMIBID Marks and otherwise to effectuate the intent of this Assignment.

3. **Governing Law and Jurisdiction**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (regardless of any choice of law principles that would lead to a contrary result). Assignor and Assignee unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in New

York, New York and waive any objections with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby.

IN WITNESS WHEREOF, Cornerstone Biopharma, Inc. has caused this Assignment of Trademark to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the date and year first above written.

CORNERSTONE BIOPHARMA, LTD..

[Corporate Seal]

By: Craig Collard  
[name]

Its President + CEO  
[title]

STATE OF NORTH CAROLINA ss:

On this 14<sup>th</sup> day of January, 2005, personally appeared before me <sup>Sunita Hockstra</sup> [name], to me personally known, who being by me duly sworn, deposes and says that he is [title] of <sup>CEO</sup> Cornerstone Biopharma, Ltd., the company described in and which executed the above instrument, and that the execution and delivery of this Assignment of Trademarks were authorized by said company.

Sunita Hockstra  
Notary Public

My commission expires:

The foregoing ASSIGNMENT OF TRADEMARKS by Cornerstone Biopharma, Ltd. is hereby accepted by Adams Laboratories, Inc. as of the 15th day of February, 2005.

ADAMS LABORATORIES, INC.

[Corporate Seal]

By: *Michael J. West*  
[name]

Its President + CEO  
[title]