TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
aaiPharma Inc.		05/04/2005	CORPORATION: DELAWARE
aaiPharma LLC		05/04/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	600 Steamboat Road
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78508322	LYNXORB

CH $40.00 78508322

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (051511/0020)
Signature:	/sas for da/
Date:	05/05/2005

Total Attachments: 4
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Execution Version

AMENDMENT TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

This **AMENDMENT TO ASSIGNMENT FOR SECURITY (TRADEMARKS)** (the "Amendment") is made, and effective as of the date indicated below, to the Assignment for Security Trademarks (the "Trademark Security Agreement"), dated April 23, 2004, between **AAIPHARMA INC.**, a Delaware corporation ("Parent") and **AAIPHARMA LLC**, a Delaware limited liability company ("Pharma LLC", and together with Parent, collectively, the "Assignors") and **SILVER POINT FINANCE LLC**, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, the Assignors entered into that certain Security Agreement, dated April 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Assignee;

WHEREAS, pursuant to the Security Agreement, the Assignors executed the Trademark Security Agreement under which the Assignors assigned to the Assignee and granted to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks (as such term is defined in the Trademark Security Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations (as such term is defined in the Security Agreement);

WHEREAS, Assignors filed an application for registration with the United States Patent and Trademark Office for the trademark set forth on Annex I attached hereto (the "New Trademark");

WHEREAS, the Assignors and Assignee desire to amend the Trademark Security Agreement to include the New Trademark as Collateral (as such term is defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schedule A1 to the Trademark Security Agreement is hereby amended to include the New Trademark. All the Security Agreement and Trademark Security Agreement terms and provisions (including without limitation all conditions, representations, warranties, covenants and other agreements) shall apply to the New Trademark as if such mark had been included on Schedule A1 as of April 23, 2004. Without limiting the foregoing provisions, as of the date hereof, the term "Collateral" shall include, without limitation, the New Trademark, and Assignee hereby confirms the grant to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in all right, title and interest

TRADEMARK
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of the Assignors in, to and under the New Trademark, together with, among other things, the good-will of the business symbolized by the New Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations.

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IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 4, 2005.

AAIPHARMA INC.

By: _____

Name: Gregory S. Bentley

Title: Executive VP + General Counsel

AAIPHARMA LLC

By: _____

Name: Gregory S. Bentley

Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina

ss.:

COUNTY OF Pender

On this 4th day of May 2005, before me, the undersigned, personally appeared Gregory S. Bentley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

[NOTARY SEAL]

ANNEX I

MARK	APPLICATION SERIAL NUMBER	FILING DATE
Lynxorb	78/508,322	October 29, 2004

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