

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC Bank, National Association | | 07/20/2005 | National Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Xanodyne Pharmaceuticals, Inc. | | |
| Street Address: | 7300 Turfway Road, Suite 300 | | |
| City: | Florence | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 41042 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 738956 | LEVOPROME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)593-5955 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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. (051511/0038) | | |
| Signature: | /sas for da/ | | |
| Date: | 08/01/2005 | | |

CH 738956 \$40.00

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of this 20th day of July, 2005 by PNC Bank, National Association, whose mailing address is 201 E . Fifth Street, Cincinnati, Ohio 45202 (the "Secured Party") in favor of Xanodyne Pharmaceuticals, Inc., a Delaware corporation, whose mailing address is 7300 Turfway Road, Suite 300, Florence, Kentucky 41042 (the "Debtor").

WHEREAS, the Debtor has granted to Secured Party a security interest in certain of Debtor's trademarks, in particular, those trademarks set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, the Secured Party wishes to release and terminate all of its security interests, liens, encumbrances, rights, title and interest in and to the Trademarks.

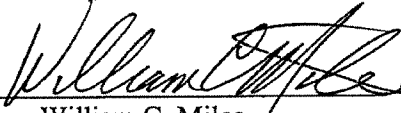
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby:

1. Irrevocably releases, discharges and terminates any and all security interest, lien, encumbrance, right, title and interest in and to the Trademarks.
2. Authorizes the Debtor, or its designee, including without limitation, Silver Point Finance, LLC, as collateral agent, to file or record this Release, and/or any other document, instrument, statement or certificate related thereto, with the appropriate governmental body or office, including without limitation the United States Patent and Trademark Office, in order to evidence the release, discharge and termination of the Secured Party's security interest, lien, encumbrance, right, title and interest in and to the Trademarks.

{The remainder of this page is intentionally left blank. Signature page immediately follows this page.}

IN WITNESS WHEREOF, the Secured Party has executed and delivered this Release as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: William C. Miles
Its: Vice President

STATE OF OHIO

ss.:

COUNTY OF HAMILTON

On this 20th day of July, 2005, before me personally came William C. Miles, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of PNC Bank, National Association, and that s/he executed the foregoing instrument in the firm name of PNC Bank, National Association, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

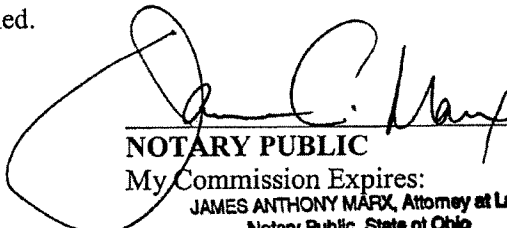

NOTARY PUBLIC
My Commission Expires:
JAMES ANTHONY MARX, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03

EXHIBIT A

| <u>Trademark</u> | <u>Registration No.</u> | <u>PTO Reel/Frame No.</u> |
|------------------|-------------------------|---------------------------|
| LEVOPROME | 738,956 | 2378/0756 |