

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
aaiPharma Inc.		07/25/2005	CORPORATION: DELAWARE
aaiPharma, LLC		07/25/2005	limited liability company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Xanodyne Pharmaceuticals, Inc.
<b>Street Address:</b>	7300 Turfway Road, Suite 300
<b>City:</b>	Florence
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	41042
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	664975	DARVON
Registration Number:	952573	DARVON-N
Registration Number:	949683	DARVOCET-N
Registration Number:	2797504	DARVOCET
Registration Number:	2686302	ROXICODONE
Registration Number:	1861343	ORAMORPH
Serial Number:	78267795	DARVOCET A500
Serial Number:	76404992	ROXICODONE
Serial Number:	78336159	ROXANOL

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**CH \$240.00 664975**

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.
Signature:	/sas for da/
Date:	08/01/2005

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), dated as of July 25, 2005, is made by and among aaiPharma Inc., a Delaware corporation ("aaiPharma"), aaiPharma, LLC, a Delaware limited liability company (together with aaiPharma, the "Assignors") and Xanodyne Pharmaceuticals, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors are making this Assignment pursuant to the closing delivery requirements set forth in Sections 4.2(i) and 4.3(i) of that certain Asset Purchase Agreement, dated May 6, 2005, as amended as of June 7, 2005 and July 18, 2005 (the "Asset Purchase Agreement"), by and among Assignors and Assignee, pursuant to which Assignee purchased from the Assignors the Purchased Assets (as defined therein), including but not limited to the Purchased Trademarks (as defined in the Asset Purchase Agreement) identified in Schedule A attached hereto and incorporated herein by reference;

WHEREAS, Assignors adopted and are presently using the Purchased Trademarks, and Assignors are willing to assign to Assignee all of their right, title, and interest in and to the Purchased Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignors' entire right, title, and interest in and to the Purchased Trademarks.

NOW, THEREFORE, for the good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignors do hereby sell, assign, transfer, and convey to Assignee all of Assignors' right, title, and interest in, to, and under the Purchased Trademarks set forth in Schedule A including, without limitation, all applications, renewals, registrations and common law rights thereof, the goodwill of the business symbolized by said Purchased Trademarks and associated therewith, and including the right to bring actions for past, present, and future infringement of the Purchased Trademarks.

2. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignors or Assignee set forth in the Asset Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Asset Purchase Agreement including, without limitation, any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and this Assignment (to the extent consistent with the Asset Purchase Agreement). In the event of a conflict between

this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

3. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

4. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

6. This Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together constitute one and the same instrument.

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Execution Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

aaiPharma Inc.



By: *L. J. Reyniers*  
Name: LUDO J. REYNERS  
Title: PRESIDENT / CEO

aaiPharma, LLC

By: *L. J. Reyniers*  
Name: LUDO J. REYNERS  
Title: PRESIDENT / CEO

Xanodyne Pharmaceuticals, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Execution Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

aaiPharma Inc.

By: \_\_\_\_\_  
Name:  
Title:

aaiPharma, LLC

By: \_\_\_\_\_  
Name:  
Title:

Xanodyne Pharmaceuticals, Inc.

By: \_\_\_\_\_  
Name: S.A. STAMP  
Title: CHIEF FINANCIAL OFFICER

**SCHEDULE A**

1. **Registered Trademarks (United States)**

<b>Trademark Name</b>	<b>Registration Number</b>	<b>Date</b>
DARVON	664,975	June 29, 1958
DARVON-N	952,573	February 6, 1973
DARVOCET-N	949,683	January 2, 1973
DARVOCET	2,797,504	December 23, 2003
ROXICODONE	2,686,302	February 11, 2003
ORAMORPH	1,861,343	November 1, 1994

2. **Trademark Applications Pending (United States)**

<b>Trademark Name</b>	<b>Pending Trademarks Application Number</b>	<b>Date</b>
DARVOCET – A500	78/267,795	June 27, 2003
ROXICODONE Logo	76/404,992	May 8, 2002
ROXANOL	78/336,159	December 4, 2003
[LYNXORB	78/508,322	October 29, 2004] <sup>1</sup>

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<sup>1</sup> This application is a newly-filed intent-to-use application, which raises the feasibility of assigning it at this time in light of 15 U.S.C. 1060(a)(1).