# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Xanodyne Pharmaceuticals, Inc. | | 07/25/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Silver Point Finance, LLC |
| Street Address: | Two Greenwich Plaza, 1st Floor |
| City: | Greenwich |
| State/Country: | CONNECTICUT |
| Postal Code: | 06830 |
| Entity Type: | limited liability company: DELAWARE |

PROPERTY NUMBERS Total: 46

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 729648 | AMICAR |
| Registration Number: | 738956 | LEVOPROME |
| Registration Number: | 2733288 | BETTER PATIENT CARE FOR LIFE |
| Registration Number: | 2639572 | COUGH RELIEF WITHOUT THE SPOON |
| Registration Number: | 2559752 | DEXALONE DEXTROMETHORPHAN HYDROBROMIDE |
| Registration Number: | 2765408 | LUCIDEX |
| Registration Number: | 2307762 | URIMAX |
| Registration Number: | 2417561 | COLO-FRESH |
| Registration Number: | 2660370 | STUARTNATAL PLUS 3 |
| Registration Number: | 2586454 | PLUS 3 |
| Registration Number: | 2655718 | |
| Registration Number: | 932809 | STUARTNATAL |
| Registration Number: | 601943 | STUART PRENATAL |
| Registration Number: | 2738615 | |

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|---|---|---|
| Registration Number: | 2754166 | DUET |
| Registration Number: | 2799653 | STUART |
| Registration Number: | 2417021 | INTEGRITY PHARMACEUTICAL CORPORATION |
| Registration Number: | 2420708 | INTEGRITY PHARMACEUTICAL CORPORATION |
| Registration Number: | 2422799 | INTEGRITY |
| Registration Number: | 2934291 | |
| Serial Number: | 76340242 | XANODYNE PHARMACAL |
| Serial Number: | 76386963 | XANODYNE |
| Serial Number: | 76386964 | XANODYNE |
| Serial Number: | 76436666 | DEXALONE |
| Serial Number: | 76501362 | AMICAR RT |
| Serial Number: | 76501361 | AMICAR DS |
| Serial Number: | 76426497 | DUET ARRIVAL |
| Serial Number: | 76426473 | ARRIVAL |
| Serial Number: | 76490545 | STUARTNATAL OPTIMAL NUTRITIONAL PLAN |
| Serial Number: | 76527215 | COMPANION BY STUARTNATAL |
| Serial Number: | 76582169 | TURN THE COUGH OFF AT HOME OR ON THE GO |
| Serial Number: | 76582172 | STRONG, FAST, EASY COUGH RELIEF AT HOME OR ON THE GO |
| Serial Number: | 76582170 | LEAVE YOUR COUGH BEHIND |
| Serial Number: | 76582171 | CONVENIENT COUGH RELIEF WITHOUT THE MESS |
| Serial Number: | 76584276 | HYCET |
| Serial Number: | 76590051 | BABY. YOURSELF. |
| 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 |
| Registration Number: | 780998 | |
| 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.*
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

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|---|---|
| NAME OF SUBMITTER: | Daniel Angel, Esq. (051511/0038) |
| Signature: | /sas for da/ |
| Date: | 08/01/2005 |

Total Attachments: 6
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**EXECUTION VERSION**

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Xanodyne Pharmaceuticals, Inc., a Delaware corporation, with offices at 7300 Turfway Road, Suite 300, Florence, Kentucky 41042 (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated July 25, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, a Delaware limited liability company, with offices at Two Greenwich Plaza, 1st Floor, Greenwich, Connecticut 06830, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 21, 2005.

XANODYNE PHARMACEUTICALS, INC.

By: _____

Name: S.A. STAMP

Title: CHIEF FINANCIAL OFFICER

[ASSIGNMENT FOR SECURITY (TRADEMARKS)]

STATE OF Ohio

COUNTY OF HAMILTON ss.:

On this 21st day of July 2005, before me personally came Stephen A Stamp, 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 Chief Financial Officer of Xanodyne Pharmaceuticals, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Xanodyne Pharmaceuticals, Inc., 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.

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

[ASSIGNMENT FOR SECURITY (TRADEMARKS)]

SCHEDULE 1A

Trademarks and Trademark Applications

1. Xanodyne Pharmaceuticals, Inc. trademarks.

| Country | Mark | Application or Registration No. |
|---|---|---|
| USA | AMICAR | 0,729,648 |
| Puerto Rico | AMICAR | 13,048 |
| USA | LEVOPROME | 0,738,956 |
| USA | BETTER PATIENT CARE FOR LIFE | 2,733,288 |
| USA | COUGH RELIEF WITHOUT THE SPOON | 2,639,572 |
| USA | DEXALONE DEXTROMETHORPHAN HYDROBROMIDE (and design) | 2,559,752 |
| USA | LUCIDEX | 2,765,408 |
| USA | URIMAX | 2,307,762 |
| USA | COLO-FRESH | 2,417,561 |
| USA | STUARTNATAL PLUS 3 | 2,660,370 |
| USA | PLUS 3 | 2,586,454 |
| USA | MISC. DESIGN | 2,655,718 |
| USA | STUARTNATAL | 0,932,809 |
| USA | STUART PRENATAL | 0,601,943 |
| USA | HEART-INSIDE-HEART DESIGN | 2,738,615 |
| USA | DUET | 2,754,166 |
| USA | STUART | 2,799,653 |
| USA | INTEGRITY PHARMACEUTICAL CO. | 2,417,021 |



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|---|---|---|
| USA | INTEGRITY PHARMACEUTICAL CO. (AND DESIGN) | 2,420,708 |
| USA | INTEGRITY (and Design) | 2,422,799 |
| USA | MISC. DESIGN (HEART SHAPED VITAMIN) | 2,934,291 |
| USA | XANODYNE PHARMACAL | 76/340,242 |
| USA | XANODYNE | 76/386,963 |
| Canada | XANODYNE-CANADA | 1,138,283 |
| USA | XANODYNE (and design) | 76/386,964 |
| Canada | XANODYNE (and design)-CANADA | 1,138,525 |
| Canada | BETTER PATIENT CARE FOR LIFE-CANADA | 1,138,282 |
| Canada | LUCIDEX-CANADA | 1,187,669 |
| USA | DEXALONE | 76/436,666 |
| USA | AMICAR RT | 76/501,362 |
| USA | AMICAR DS | 76/501,361 |
| USA | DUET ARRIVAL | 76/426,497 |
| USA | ARRIVAL | 76/426,473 |
| USA | STUARTNATAL OPTIMAL NUTRITIONAL PLAN | 76/490,545 |
| USA | COMPANION BY STUARTNATAL | 76/527,215 |
| USA | TURN THE COUGH OFF AT HOME OR ON THE GO | 76/582,169 |
| USA | STRONG, FAST, EASY COUGH RELIEF AT HOME OR ON THE GO | 76/582,172 |
| USA | LEAVE YOUR COUGH BEHIND | 76/582,170 |
| USA | CONVENIENT COUGH RELEIF WITHOUT THE MESS | 76/582,171 |



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|---|---|---|
| USA | HYCET | 76/584,276 |
| Canada | HYCET-CANADA | 1,216,356 |
| Puerto Rico | HYCET-PUERTO RICO | 61,992 |
| USA | BABY. YOURSELF. | 76/590,051 |

2. Formerly aaiPharma, Inc. trademarks.

| Country | Mark | Application or Registration No. |
|---|---|---|
| USA | DARVON | 664,975 |
| USA | DARVON-N | 952,573 |
| USA | DARVOCET-N | 949,683 |
| USA | DARVOCET | 2,797,504 |
| USA | ROXICODONE | 2,686,302 |
| USA | ORAMORPH | 1,861,343 |
| Mexico | ROXICODONE | 780998 |
| USA | DARVOCET – A500 | 78/267,795 |
| USA | ROXICODONE Logo | 76/404,992 |
| USA | ROXANOL | 78/336,159 |
| Argentina | DARVOCET | 2534485 |
| Madrid Protocol | DARVOCET | Pending |
| Canada | ROXICODONE | 1156716 |



RECORDED: 08/01/2005

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