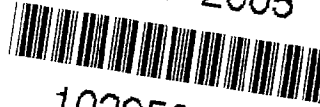


03-11-2005



RECOR

TRADEMARK

102959177

To the Director of the U. S. Patent and Trademark Office: Please record the attached document for the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Regiment Capital III, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware
Execution Date(s) February 25, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Xcel Pharmaceuticals, Inc.
Internal Address: _____
Street Address: 6363 Greenwich Drive, Suite 100
City: San Diego
State: California
Country: US Zip: 92122

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 538,654

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sanford E. Warren, Jr.
Internal Address: Winstead Sechrest & Minick P.C.
Street Address: P.O. Box 50784
City: Dallas
State: Texas Zip: 75201
Phone Number: 214.745.5710
Fax Number: 214.745.5390
Email Address: doCKET@winstead.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 23-2426
Authorized User Name Sanford E. Warren, Jr.

9. Signature:

Signature

3/8/2005

Date

Sanford E. Warren, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/10/2005 6TOM11 00000020 538654

01 FC:8521
02 FC:8522

40.00 DP
100.00 DP

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TRADEMARK
REEL: 003136 FRAME: 0424

ATTACHMENT TO ASSIGNMENT COVER SHEET**FOR RELEASE OF SECURITY INTEREST BETWEEN****REGIMENT CAPITAL III, L.P. AND XCEL PHARMACEUTICALS, INC.**

Mark	Jurisdiction	Registration Number	Description of Goods	Renewal/ Expiration Date	Legal Status
MYSOLINE (Stylized)	United States	569,143	Anticonvulsants	1-13-13	Registered (1-13-1953)
DIASTAT	United States	1,819,386	Pharmaceutical preparations; namely, diazepam rectal gel	2-1-2014	Registered (2-1-1994)
MIGRANAL	United States	2,048,040	Pharmaceutical preparations for the treatment of headaches	3-25-2007	Registered (3-25-1997)
XCEL PHARMACEUTI CAL S	United States	2,640,799	Pharmaceutical preparations for the treatment of nervous system disorders	Section 8 & 15 due 10-22-2008 Renewal due 10-22-2012	Registered (10-22-2002)

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TERMINATION AND RELEASE OF SECURITY INTEREST
(Trademarks and Trademark Applications)

WHEREAS, Regiment Capital III, L.P., as collateral agent for the Lender Group (as defined in the Security Agreement referenced below) ("Regiment"), located at 222 Berkeley Street, 12th Floor, Boston, Massachusetts, 02116, a limited partnership organized under the laws of Delaware (herein referred to as "Assignor"), has acquired and holds a security interest in the intellectual property listed on the annexed schedule ("Schedule A"), pursuant to that certain Trademark Security Agreement, dated as of March 28, 2003, between Xcel Pharmaceuticals, Inc. ("Xcel"), located at 6363 Greenwich Drive, Suite 100, San Diego, CA 92122, a California corporation, and the Assignor, as collateral agent for the Lender Group (as defined therein), as amended (the "Security Agreement").

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

(1) The Assignor hereby (i) confirms and agrees that the Security Agreement and each amendment thereto is hereby terminated in its entirety, and that no party thereto shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under such Security Agreement, and (ii) releases to Xcel ("Assignee"), without any representation or warranty of any kind or nature, whether express or implied, other than those expressly set forth in this Termination and Release, its security interest in, and lien upon, or any interests it has or may have in any and all of the Trademark Collateral (as defined in the Security Agreement) of Xcel including the trademarks and trademark applications set forth in Schedule A, and including, without limitation, those which were previously recorded with the Commissioner of Patents and Trademarks of the United States under Reel 2703, Frame 0748 dated April 2, 2003.

(2) The Assignor hereby represents and warrants that it has made no transfer or assignment in whole or in part of any interest whatsoever in the trademarks and trademark applications set forth in Schedule A to any third party.

REGIMENT CAPITAL III, L.P.

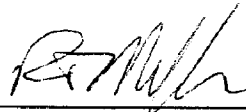
By: Regiment Capital Management, LLC,

its General Partner

By: Regiment Capital Advisors, LLC,

its Manager

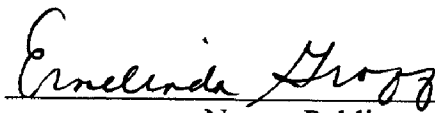
Dated: 2/25/05

By: 
Name: Richard Miller
Title: Vice President

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed
by its duly authorized officer(s) this 25th day of February, 2005.



ERMELINDA GROFF
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 28, 2011


Notary Public

SCHEDULE A

REGISTERED TRADEMARKS

Registered Proprietary Name	Jurisdiction	Registration/ Application Number	Class/ Description of Goods	Renewal/ Expiration Date	Legal Status
DIASTAT	United States	1,819,386	Pharmaceutical preparations; namely, diazepam rectal gel	2-1-2014	Registered (2-1-1994)
DIASTAT	Canada	TMA465,699	Pharmaceutical preparations; namely, diazepam rectal gel	11-1-2011	Registered (11-1-1996)
DIASTAT (Stylized)	Canada	TMA581627	Pharmaceutical preparations for the treatment of neurological disorders	5-14-2018	Registered (5-14-2003)
MIGRANAL	United States	2,048,040	Pharmaceutical preparations for the treatment of headaches	3-25-2007	Registered (3-25-1997)
MIGRACEASE	United States	1,967,391	Pharmaceutical preparation for the treatment of headaches	1-11-03	Canceled (1/11/03)
MIGRAMIST	United States	2,057,798	Pharmaceutical preparation for the treatment of headaches	1-31-04	Canceled (1/31/04)
MYSOLINE (Stylized)	United States	569,143	Anticonvulsants	1-13-13	Registered (1-13-1953)
MYSOLINE	Canada	UCA039219	Pharmaceutical and veterinary substances.	3-10-2011	Registered (3-10-1951)

Registered Proprietary Name	Jurisdiction	Registration/ Application Number	Class/ Description of Goods	Renewal/ Expiration Date	Legal Status
D.H.E. 45 (Stylized)	United States	538,654	Medicinal preparation containing dihydroergotamine and recommended for the treatment of migraines	2-27-2011	Registered (2-27-1951)
XCEL PHARMACEUTICALS	United States	2,640,799	Pharmaceutical preparations for the treatment of nervous system disorders	Section 8 & 15 due 10-22-2008 Renewal due 10-22-2012	Registered (10-22-2002)

SCHEDULE A

UNREGISTERED TRADEMARKS

The Company is contemplating using the following trademarks:

DIASTAT ACUDIAL and DIASTAT SELECT