TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zila Phamaceuticals, Inc		06/27/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Blairex Laboratories, Inc
Street Address:	P.O. Box 2127
City:	Columbus
State/Country:	INDIANA
Postal Code:	47202-2127
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2905201	ZILACTIN
Registration Number:	1347149	ZILACTIN

OP $65.00 2905201

CORRESPONDENCE DATA

Fax Number: (317)822-0055
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-822-0033
Email: vic@iplawindiana.com
Correspondent Name: E. Victor Indiano
Address Line 1: One North Pennsylvania Street Suite 850
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	7419-0106
NAME OF SUBMITTER:	E. Victor Indiano
Signature:	/E. Victor Indiano/
Date:	11/22/2005

Total Attachments: 5
source=106 - Assignment of Intellect Props (pats & TMS) from Zila to Blairex#page1.tif
source=106 - Assignment of Intellect Props (pats & TMS) from Zila to Blairex#page2.tif
source=106 - Assignment of Intellect Props (pats & TMS) from Zila to Blairex#page3.tif
source=106 - Assignment of Intellect Props (pats & TMS) from Zila to Blairex#page4.tif
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is being made pursuant to the Agreement of Purchase and Sale of Assets, dated as of June 27, 2005 (the "**Agreement**"), by and among Blairex Laboratories, Inc., an Indiana corporation ("**Buyer**"), Zila Pharmaceuticals, Inc., a Nevada corporation ("**Seller**") and Zila, Inc., a Delaware corporation.

RECITAL

Seller has agreed, pursuant to the Agreement, to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under Seller's (a) registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by this reference (the "**Marks**"), and (b) registered and unregistered domestic and foreign patents and patent applications including without limitation the patents and patent applications listed on Schedule B attached hereto and incorporated herein by this reference (the "**Patents**").

ASSIGNMENT

Seller, for and in exchange for the payment of the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby transfer and assign to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks and Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark or Patent whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof.

6/27/05

6/27/05

Dated this 27th day of June, 2005.

"Seller"

Zila Pharmaceuticals, Inc., a Nevada corporation

By: [signature]
Name: Gary V. Klinefelter
Title: Vice President

"Buyer"

Blairex Laboratories, Inc., an Indiana corporation

By: [signature]
Name: ANTHONY J. MORAVEC
Title: President

[signature] 6/27/05
[signature] 6/27/05

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State of Arizona)
) ss.:
County of Maricopa)

On this 27th day of June, 2005, before me, Sharon Rider, personally appeared Gary Kliewer and Anthony J. Maravec of Zila Pharmaceuticals, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon Rider
Notary Public

OFFICIAL SEAL
SHARON C. RIDER
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires July 24, 2006

6/27/05
6/27/05

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SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
ZILACTIN	USA 1347149	5/14/1984
ZILACTIN	Canada TMA399208	4/25/1991
ZILACTIN	USA 2905201	11/24/2003

Comment [GWC1]: May need to include DermaFlex. Gary is checking on this.

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SCHEDULE B

Registered & Pending Patents

Registered Patents

Patent	Registration Number	Issued Date	Expiration Date
Zilactin P-6	USA 5,081,158	1/14/92	1/14/09
Zilactin P-7	USA 5,081,157	1/14/92	1/14/09
Zilactin P-8	Australia 614,179	12/16/91	7/24/09
	Canada 1,337,396	10/24/95	7/25/06
	China 90101988	2/21/98	4/10/05
	Columbia 24.269	2/4/94	8/27/05
	Denmark 175653	01/03/05	07/24/09
	Greece 1,001,331	7/18/90	7/18/10
	Mexico 178,116	5/24/95	7/23/10
	New Zealand 232,625	2/21/90	2/21/06
	Norway 180618	5/21/97	7/24/09
	S. Korea 8,743	5/12/95	12/3/09
	Spain 2020655/0	6/26/91	7/24/10
	PCT/US89/03216	(not published)	
Zilactin P-16	Australia 768,693	10/19/98	10/19/18
	PCT/US98/22022	Publication No. WO 00/23022	
	Taiwan I230615	04/11/05	11/19/18
Zilactin P-28	PCT/US00/01135	Publication No. WO 01/50994	

Patent Pending Applications

Patent	Application Number
Zilactin P-16	Canada 2,306,486
	China 98813904.9
	Europe 98954998.5
	Israel 135,164
	Japan 2000-576800
	Mexico 2000003491
	USA 09/509,237
Zilactin P-28	Canada 2,366,411
	Europe
	Japan 2001 551418
	Norway 2001 4444
	USA 09/936,800

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