

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
We Pharmaceuticals, Inc.		09/30/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	airPharma LLC
Street Address:	5370 College Blvd.
Internal Address:	Suite 100
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66211
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1769653	AH-CHEW
Registration Number:	2336096	D-FEDA II
Registration Number:	2004852	E-Z SPACER
Registration Number:	1815646	OMNIHIST
Registration Number:	2746145	SINUTUSS
Registration Number:	1797487	SINUVENT
Registration Number:	2585999	ULTRATUSS
Registration Number:	1819653	ULTRABROM

CORRESPONDENCE DATA

Fax Number: (314)727-7166
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 819-753-1000

CH \$215.00 1769653

Email: uspt@pswslaw.com
Correspondent Name: Gregory M. Kratofil, Jr.
Address Line 1: 700 W. 46th St.
Address Line 2: Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	029910-102278 WE PHARM TM
NAME OF SUBMITTER:	Gregory M. Kratofil, Jr.
Signature:	/Gregory M. Kratofil, Jr./
Date:	02/15/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of September 30, 2005, is made by and between WE Pharmaceuticals, Inc., a California Corporation, having a place of business at 1142 D Street, Ramona California 92065 ("**Assignor**") and airPharma LLC, a limited liability company organized under the laws of Missouri, having a place of business at Suite 100, 5370 College Blvd., Overland Park, KS, United States, 66211 ("**Assignee**").

WHEREAS, Assignor is the owner of the marks set forth in the attached "Schedule Of Marks" and the goodwill of the business symbolized thereby and associated therewith (the foregoing collectively referred to as the "**Marks**");

WHEREAS, as contemplated in the Asset Purchase Agreement dated contemporaneously herewith between Assignor and Assignee (the "Agreement"), Assignee is desirous of acquiring the Marks, and of recording its status as owner of the entire right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee all its right, title and interest in and to the Marks, inclusive of the goodwill of the business symbolized by the Marks.

2. Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee of the Marks, including without limitation execute assignments to Assignee regarding the Marks as may be required in proceedings throughout the world.

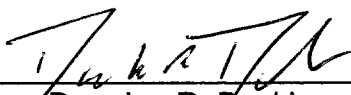
3. This Trademark Assignment shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

4. The provisions of this Trademark Assignment are subject in all respects to the terms of the Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Agreement.

[Signature pages to follow]

AIRPHARMA LLC

Dated: 9-30, 2005

By: 
Name: Douglas R. Dockhorn
Title: President and Chief Executive

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 30th day of September, 2005, before me appeared Douglas R. Dockhorn, who, being by me duly sworn did say that he is the President and CEO of airPharma LLC, a limited liability company organized under the laws of Missouri, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Douglas R. Dockhorn acknowledged said instrument to be the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:
2-25-2009
[SEAL]

JIMMIE D. BLACK
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission # 05529496
My Commission Expires Feb. 25, 2009

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by and through their properly authorized signatories effective as of the date indicated above.

WE PHARMACEUTICALS, INC.

Dated: Oct 19, 2005

By: CRAIG H. WHEELER
Name:
Title: PRESIDENT

STATE OF California
COUNTY OF SAN DIEGO ss.

On this 19 day of October (DP)
Craig Wheeler President who, being by me duly sworn did say that he is the That he of WE Pharmaceuticals, Inc., a corporation of the State of California, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said That he acknowledged said instrument to be the free act and deed of said corporation.

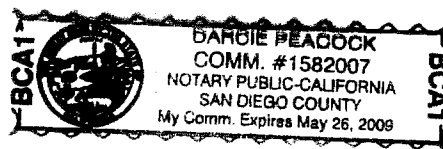
In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Darce Peacock
NOTARY PUBLIC

My Commission Expires:

May 26, 2009

[SEAL]



Trademark Assignment
We Pharmaceuticals, Inc. to AirPharma LLC

1228949

SCHEDULE OF MARKS

	TRADEMARK	COUNTRY	REG. NO.
1.	AH-CHEW	United States	1,769,653
2.	D-FEDA II	United States	2,336,096
3.	E-Z SPACER	United States	2,004,852
4.	OMNIHIST	United States	1,815,646
5.	SINUTUSS	United States	2,746,145
6.	SINUVENT	United States	1,797,487
7.	ULTRATUSS	United States	2,585,999
8.	ULTRABROM	United States	1,819,653

Trademark Assignment
We Pharmaceuticals, Inc. to airPharma LLC

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