

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
Adams Respiratory Therapeutics, Inc.		06/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Adams Respiratory Operations, Inc.
Street Address:	14841 Sovereign Road
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76155
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78604563	A
Serial Number:	78604534	A
Serial Number:	76566928	A ADAMS RESPIRATORY THERAPEUTICS
Serial Number:	78604524	ADAMS RESPIRATORY THERAPEUTICS
Serial Number:	78604545	ADAMS RESPIRATORY THERAPEUTICS
Registration Number:	1600314	ADAMS
Serial Number:	78779040	MUCINEX IN ... MUCUS OUT
Serial Number:	78814088	MINIMELTS
Serial Number:	78814106	MINI-MELTS
Serial Number:	76623839	MR. MUCUS
Serial Number:	76623838	MR. MUCUS
Serial Number:	78571944	
Registration Number:	2670161	MUCINEX

CH \$465.00 78604563

Registration Number:	1361351	HUMIBID
Serial Number:	78509439	HUMIBID CS
Serial Number:	78763178	MRS. MUCUS
Serial Number:	78763265	
Serial Number:	78509443	HUMIBID E

CORRESPONDENCE DATA

Fax Number: (813)229-0134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 813-227-6356

Email: debra.deardourff@hklaw.com

Correspondent Name: Debra E. Deardourff

Address Line 1: 100 North Tampa Street, Suite 4100

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER:	90158-2
NAME OF SUBMITTER:	Debra E. Deardourff
Signature:	/debra e deardourff/
Date:	04/06/2006

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is effective as of July 1, 2005, by and between Adams Respiratory Therapeutics, Inc., a Delaware corporation, with principal offices located at 425 Main Street, Chester, New Jersey ("Holdings"), and Adams Respiratory Operations, Inc., a Delaware corporation with principal offices located at 14841 Sovereign Road, Fort Worth, Texas 76155 ("OPCO").

Background

OPCO is a recently created, wholly-owned subsidiary of Holdings and Holdings desires to assign certain assets and liabilities to OPCO, and OPCO desires to accept such assignment of the assets and liabilities from Holdings.

Terms

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

1. Assignment of Assets and Liabilities. Holdings assigns and transfers to OPCO all of its right, title and interest in and to those certain assets (the "Assets") and liabilities (the "Liabilities") set forth an Annex A to this Agreement.
2. Acceptance of Assignment and Assumption OPCO agrees to and accepts the assignment of the Assets and assumes and covenants to keep, perform and fulfill from and after the date of this Agreement the executory portion of the terms, covenants, conditions and obligations of each of the Liabilities required to be kept, performed and fulfilled from and after the date of this Agreement by Holdings thereunder.
3. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties to this Agreement. No further assignment shall relieve OPCO of primary liability under this Agreement except as specifically agreed to in writing by the parties to this Agreement.
4. Amendment; Waiver. Neither this Agreement, nor any of the terms or provisions of this Agreement, may be amended, modified, supplemented or waived, except by a written instrument signed by the parties to this Agreement (or, in the case of a waiver, by the party granting such waiver). No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver. No failure of any party to this Agreement to insist upon strict compliance by any other party with any obligation, covenant, agreement or condition contained in this Agreement shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
5. Further Assurances. Each of the parties to this Agreement, at all times and from time to time hereafter, and upon every reasonable written request to do so by another party to this

Agreement, shall make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be reasonably required in order to further implement and carry out the intent and purpose of this Agreement.


6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware without regard to the principles of conflict of laws thereof.

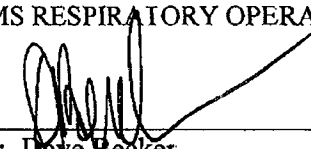
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IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Agreement as of the date first set forth above.

ADAMS RESPIRATORY THERAPEUTICS, INC.

By: 
Name: Dave Becker
Title: EVP, Chief Financial Officer

ADAMS RESPIRATORY OPERATIONS, INC

By: 
Name: Dave Becker
Title: EVP, Chief Financial Officer

ANNEX A

Intellectual Property:

The marks, registrations, applications and rights therein, together with the goodwill of Holdings symbolized by the marks and the portion of Holdings' business to which the marks pertain (whether arising under the laws of the United States or any other foreign jurisdiction). The marks and registrations include, but are not limited to:

A (stylized)
Adams
A (stylized) Adams Respiratory Therapeutics
Adams Respiratory Therapeutics
Humibid
Humibid CS
Humibid E
Mucinex
Mucinex In. Mucus Out.
Mr. Mucus
Mr. Mucus Character Design
Mr. Mucus 30- Second Commerical
Mr. Mucus 15- Second Commerical
Married to Mucus 30- Second Commerical
Mrs. Mucus
Mrs. Mucus Character Design
Adamsrt.com (and related domain names)
Mucinex.com (and related domain names)
Humibid.com (and related domain names)
Mini-Melts
MiniMelts
Dance to the Mucus 30- Second Commerical
Dance to the Mucus 15- Second Commercial
Mucus Wrap 15- Second Commercial
Mr. and Mrs. Mucus

Fixed Assets:

Asset Title	Asset Id #
Acc Shelf, Clips, Cabinet, Cart	00185
Aluminum Plates	00124
Cartoner - Marchesini	00390
Checkweigher	00429
Checkweighing Machinery	00411
Cubicles - 9	00524
FTW LH Improvements	00358

HP Color LaserJet 3700 N	00494
HP Color LaserJet Printer	00493
Laptop - John Thievon	00520
Laptop - JThievon	00329
Laptop - L Jesmain	00492
Laptop - QADept	00372
Laptop - QADept	00373
Laptop - Thomas Long	00517
Leasehold Improvements FTW	00348
MA155 Cartoner	00428
Manual Tablet Compaction Machine	00464
Manufacturing equip	00430
Mixer Shaft Propeller	00117
Modular Furniture Circuits	00438
Plant Equipment	00112
Poly Pack Shrink Bundling Sys	00431
Steam Duct Condenser	00063
Tablet Hardness Tester	00062
Waters LCM1 Plus System	00357
Workstations (8) 6'x8'	00437

Contracts:

Commercial Services Agreement dated April 1, 2004, between Adams Laboratories, Inc. and Cardinal Health PTS, LLC.

Exclusive Distribution Agreement dated April 1, 2004, between Adams Laboratories, Inc. and Cardinal Health PTS, LLC.

Supply Agreement dated April 1, 2004, between Adams Laboratories, Inc. and Cardinal Health PTS, LLC.

Commercial Services Agreement dated April 1, 2004, between Adams Laboratories, Inc. and Cardinal Health PTS, LLC.

All of Holdings rights under any other written or oral contract, agreement, license, or other document, commitment, arrangement, or undertaking entered into primarily or exclusively in connection with the current manufacturing and distribution activities of Holdings.

Liabilities:

All liabilities and obligations of Holdings that relate exclusively or primarily to the current manufacturing and distribution activities of Holdings.

Miscellaneous:

All other properties and assets of every kind and nature, real or personal, tangible or intangible, and used or held for use exclusively and primarily in connection with the current manufacturing and distribution activities of Holdings.