

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
EFFECTIVE DATE:	12/13/2005			
<b>CONVEYING PARTY DATA</b>				
	Name	Formerly	Execution Date	Entity Type
	Adams Respiratory Therapeutics, Inc.	FORMERLY Adams Laboratories, Inc.	12/14/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>				
Name:	Deston Therapeutics, Inc.			
Street Address:	4819 Emperor Boulevard			
Internal Address:	Suite 400			
City:	Durham			
State/Country:	NORTH CAROLINA			
Postal Code:	27703			
Entity Type:	CORPORATION: DELAWARE			
<b>PROPERTY NUMBERS Total: 1</b>				
	Property Type	Number	Word Mark	
	Registration Number:	2317278	AQUATAB	
<b>CORRESPONDENCE DATA</b>				
Fax Number:	(919)829-9696			
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9198299600			
Email:	hcoldiron@hutchlaw.com, fhatcher@hutchlaw.com			
Correspondent Name:	Holly A. Coldiron			
Address Line 1:	5410 Trinity Road			
Address Line 2:	Suite 400			
Address Line 4:	Raleigh, NORTH CAROLINA 27607			
ATTORNEY DOCKET NUMBER:	TGEN.02			
NAME OF SUBMITTER:	Holly A. Coldiron			

CH \$40.00 2317278

Signature:

/hac/

Date:

05/31/2006

Total Attachments: 3

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### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is effective December 13, 2005 (the "Effective Date") by and between Adams Respiratory Therapeutics, Inc., a Delaware corporation with offices at 425 Main Street, Chester, New Jersey 07930 (hereinafter "Assignor") and Deston Therapeutics, Inc., a Delaware corporation and a subsidiary of Theragenex, LLC with offices at 4819 Emperor Blvd Suite 400 Durham NC 27703 (hereinafter "Assignee"). Assignor and Assignee (collectively the "Parties") agree as follows:

1. Assignor owns United States trademark registration number 2,317,278 for the trademark AQUATAB (the "Trademark"). Assignee desires to acquire the Trademark.

2. For good and valuable consideration as described below, Assignor assigns to Assignee all right, title, and interest in and to the Trademark, the federal and all state registrations for the Trademark, and all rights therein, together with the goodwill of the business connected with the use of and symbolized by the Trademark.

3. As consideration for this assignment, Assignee will pay Assignor \$300,000, according to the following schedule: (a) \$50,000 upon execution of this Agreement by Assignee; and (b) \$250,000 on or before March 31, 2006. As evidence of the obligation to make the \$250,000 payment, Assignee will, contemporaneously with execution of this Agreement, execute a \$250,000 promissory note payable to Assignor and containing such terms and conditions as are acceptable to Assignor (the "Note"). To secure payment of the Note, Assignee grants Assignor a security interest in the Trademark, which security interest Assignor may record with the United States Patent & Trademark Office ("PTO") and elsewhere, and Assignee will provide a letter of credit to Assignor in the amount of \$250,000 on such terms as are acceptable to Assignor.

4. Beginning on the Effective Date, Assignor will not make, market, or offer for sale any product bearing the Trademark, and will render obsolete Assignor's NDC numbers at First Data Bank (or other marketplace accepted data references) after reintroduction of first product by Assignee under the Trademark. After the Effective Date, Assignor will not have any responsibility for any use of the Trademark, or, except as provided herein, for any product bearing the Trademark. However, if any product sold or distributed by Assignor under the Trademark and under Assignor's NDC number exists in the marketplace after the Effective Date, Assignor is responsible for all such returned products, and Assignor will indemnify and hold harmless Assignee and its officers, agents, employees and affiliated entities from all expenses, claims, suits, liabilities, or losses arising therefrom. Assignee agrees to indemnify and to hold harmless Assignor and its officers, agents, employees, and affiliated entities from all expenses, claims, suits, liabilities, or losses arising at any time or in any manner out of (a) Assignee's use of the Trademark; or (b) any conduct, services, activities, actions or products of Assignee.

5. Assignor will, without demanding any further consideration therefor, at the request, but at the costs of, Assignee, perform all lawful and just acts that may be necessary for carrying out this assignment in full, including the execution and acknowledgment of instruments that may be or may become necessary for sustaining, reissuing or disclaiming the trademark registrations or applications. So, for example, in addition to this Agreement, the parties will execute a short-form assignment document to be recorded with the PTO. This short-form assignment document will omit the financial terms of this Agreement. Assignee will be

solely responsible for recording this assignment with the PTO. (This Agreement will not be recorded with the PTO.) Otherwise, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such costs or expenses.

6. This Agreement will be binding upon and inure to the benefit of the Parties and their affiliates, subsidiaries, related companies, successors and assigns and all others acting by, through, or with them or under their direction or in privity with them.

7. This Agreement and the Note contain the entire agreement between the Parties regarding its subject matter. There are no oral understandings between the Parties. There are no other written agreements or understandings between the Parties. Neither party has relied on oral nor written representations by the other Party (except those representations and terms set forth in this Agreement). This Agreement supersedes all prior oral or written communications, agreements or understandings between the Parties with respect to the subject matter hereof. Assignor makes no representations, and disclaims any warranties, regarding the scope of the Trademark or Assignor's rights therein.

8. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or confirmed facsimile or mailed, first class certified mail with postage prepaid, in the case of Assignor, to: Attention: General Counsel, Adams Respiratory Therapeutics, Inc., 425 Main Street, Chester, New Jersey 07930, and, in the case of Assignee, to CEO, Deston Therapeutics, Inc. 4819 Emperor Blvd Suite 400 Durham NC 27703.

9. If any term or provision of this Agreement is held to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

10. Each of the Parties warrants and represents that the Party has the capacity and right to enter this Agreement; that this Agreement was fully negotiated by the Parties; that none of the provisions hereof is to be considered as having been drafted by either Party; and that each Party consents to the terms and conditions of this Agreement.

11. Nothing contained in this Agreement will be construed as creating a joint venture, partnership, agency or employment relationship between the Parties.

12. This Agreement will be governed by the laws of the State of Delaware.

13. This Agreement may be executed in duplicate. Each duplicate will be deemed an original, but both of which together shall constitute one and the same instrument.

[Signature page follows]

ADAMS RESPIRATORY THERAPEUTICS, INC.

DESTON THERAPEUTICS, INC.

By:

*R Casale*

By:

*David Preston*

Print Name:

Robert D. Casale

David Preston, Chairman/CEO

Date:

12/14/05

Date:

Dec. 13, 2005

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