

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZILA, INC.		06/01/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KENNETH M CANNON		
<b>Street Address:</b>	1100 BELLE TERRACE		
<b>City:</b>	BAKERSFIELD		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93304		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2625621	TSRW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(928)778-7986		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	928 541-2272		
<b>Email:</b>	bparson@zila.com		
<b>Correspondent Name:</b>	Brenda L. Parson		
<b>Address Line 1:</b>	5227 N. 7th St		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85014		
<b>NAME OF SUBMITTER:</b>	Brenda L. Parson		
<b>Signature:</b>	/brenda l parson/		
<b>Date:</b>	06/01/2006		
<b>Total Attachments: 1</b>			
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OP \$40.00 2625621

ASSIGNMENT OF TRADEMARK

WHEREAS, ZILA, INC., a Delaware corporation, with a principal place of business at 5227 N. 7<sup>th</sup> Street, Phoenix, AZ 85014 ("ASSIGNOR"), owns rights to the trademark **TSRW** bearing United States Registration No. 2,625,621 and registered on September 24, 2002 ("the Trademark"), and

WHEREAS, KENNETH M. CANNON, an individual, with a principal place of business at 1100 Belle Terrace, Bakersfield, CA 93304 ("ASSIGNEE"), is desirous of acquiring the entire interest in, to and under the Trademark:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

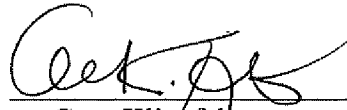
Be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, his successors assigns and legal representatives, any and all right, title and interest in the Trademark and any related foreign trademark rights or renewal thereof for the full term or terms for which the same may be granted including the right to sue and recover for past infringement, together with any and all goodwill pertaining to the Trademark, to be held and enjoyed by Assignee for his own use and behalf and for his successors, assigns and legal representatives as fully and completely by Assignee had the aforesaid rights not been assigned.

DATED:

ZILA, INC.

6-1-06

By:



Gary Klinefelter  
Vice President/General Counsel