

10-04-2006

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original documents or copy thereof.

To the Director, U.S. Patent and Trademark Office

10.2.06

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Next Pharmaceuticals, Inc.</p> <p>() Individual () General Partnership () Association () Limited Partnership () Other: (X) Corporation of: CA</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: NPI, LLC Internal Address: 5927 Balfour Court, Suite 110 Street Address: City: Carlsbad State: CA ZIP: 92008</p> <p>() Individual () General Partnership () Association () Limited Partnership () Other: (X) California Limited Liability Company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No</p> <p>Additional name(s) and address(es) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) September 21, 2006</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No: 3,077,710</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: NPI.011T</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 1.21(h)): \$40.00 (X) Enclosed</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>C. Philip Poirier <u>C. Philip Poirier</u> <u>28 SEPTEMBER 2006</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments and document: 4</p>	

OFFICE OF PUBLIC AFFAIRS
2006 OCT -2 AM 11:01
FINANCE SECTION

Documents transmitted via Mail to be recorded with required cover sheet information to:

10/03/2006 DBYRME 00000220 3077710

Mail Stop Assignment Recordation Services

Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

01 FC:8521

(40.00 DP)

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 21st day of September, 2006 by and between Next Pharmaceuticals, Inc., a California corporation having a place of business at 5927 Balfour Court, Suite 110, Carlsbad, California 92008 (hereinafter referred to as "ASSIGNOR"), and NPI, LLC, a California Limited Liability Company having a place of business at 5927 Balfour Court, Suite 110, Carlsbad, California 92008 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registration and application relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registration worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A; and
- (2) the Registration set forth in Schedule B;

together with the goodwill symbolized by said Trademark and Registration, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Carlsbad, California, this 21st day of September 2006.

Next Pharmaceuticals, Inc.

a California corporation having a place of business at 5927 Balfour Court, Suite 110, Carlsbad, California 92008

By: R H Garrison Jr

Name: R H GARRISON JR

Title: President

Executed at Carlsbad, California, this 21st day of September 2006.

NPI, LLC
a California Limited Liability Company having a place of business at 5927 Balfour Court, Suite 110, Carlsbad, California 92008

By: [Signature]

Name: R.H. GARRISON JR

Title: CEO

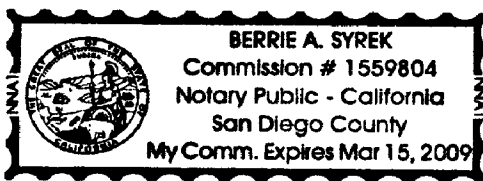
STATE OF) CALIFORNIA
) ss.
COUNTY OF) SAN DIEGO

On Sept. 21, 2006, before me BERRIE A. SYREK, personally appeared Robert Garrison, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me that HE executed the same in HIS authorized capacity(ies), and that by HIS signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Berrie a. Syrek
Signature



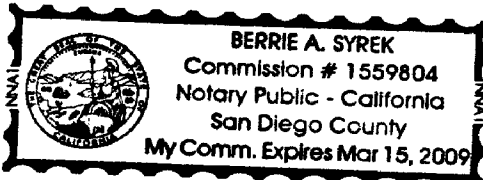
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WITNESS my hand and official seal.

[SEAL]

Berrie a. Syrek
Signature



SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: CITRI-Z

SCHEDULE B

Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
CITRI-Z	3,077,710	4/4/06	5

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