

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
Athlon Pharmaceuticals, Inc.		02/28/2007	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	DaySpring Pharma, LLC		
Street Address:	1015 Westmoreland Blvd.		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37919		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2764357	BROVEX	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	021767.70246		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/ROBERT P. FELBER, JR./		
Date:	03/07/2007		

OP \$40.00 2764357

Total Attachments: 2

source=Day Spring Trademark Assignment#page1.tif

source=Day Spring Trademark Assignment#page2.tif

TRADEMARK ASSIGNMENT

WHEREAS, Athlon Pharmaceuticals, Inc., is a Mississippi corporation, having a mailing address of Post Office Box 26708, Birmingham, Alabama 35260 ("Assignor"), and owning the trademark "BROVEX," United States Patent and Trademark Office, Serial Number 78/176,952 and Registration Number 2,764,357 (the "Mark");

WHEREAS, DaySpring Pharma, LLC ("Assignee") is a Delaware limited liability company, principally located at 1015 Westmoreland Blvd., Knoxville, Tennessee 37919 as of the effective date of this Assignment; and

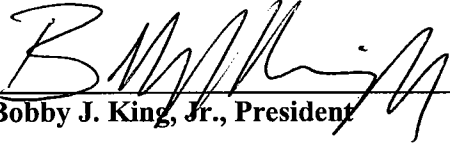
WHEREAS, in conjunction with the transactions contemplated by that certain Asset Purchase Agreement between Assignor and Assignee effective on even date herewith (the "Asset Purchase Agreement"), Assignor desires to assign the Mark to Assignee, and Assignee desires to acquire the Mark from Assignor.

NOW, THEREFORE, for the good and valuable consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged: (1) Assignor does hereby assign unto Assignee, all right, title and interest in and to the Mark, together with any and all goodwill associated with the Mark, and the resulting right to recover damages and profits for past, present or future infringements or unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; and (2) Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments and assignments necessary or reasonably convenient to vest in Assignee all right, title and interest in and to the Mark and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee.

[Remainder of page intentionally left blank; signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor has caused this document to be duly and legally executed and effective on this the 28 day of February, 2007:

ATHLON PHARMACEUTICALS, INC.


Bobby J. King, Jr., President

COMMONWEALTH
STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of February, 2007, within my jurisdiction, the within named Bobby J. King, Jr., who acknowledged that he is President of Athlon Pharmaceuticals, Inc., and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do, and proved to me through satisfactory evidence of identification his Mississippi Driver's License to be the person whose name is Marianne D'Amico signed on this document.
Notary Public - Marianne D'Amico

My Commission Expires:

October 12, 2012



MARIANNE D'AMICO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 12, 2012