

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xanodyne Pharmaceuticals, Inc.		06/18/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Silver Point Finance, LLC, as agent		
Street Address:	Two Greenwich Plaza		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76646345	ARRESTA	
Serial Number:	76645966	DUET ADVANTAGE	
Serial Number:	77031334	MISODEL	
Serial Number:	77031300	MISONA	
Serial Number:	77031359	VIDELIV	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	051511.0038		

CH \$140.00 76646345

NAME OF SUBMITTER:	Watt Wanapha (051511.0038)
Signature:	/kc for ww/
Date:	06/26/2007
Total Attachments: 4 source=Trademark Assignment for Security for Xanodyne Pharmaceuticals Inc#page1.tif source=Trademark Assignment for Security for Xanodyne Pharmaceuticals Inc#page2.tif source=Trademark Assignment for Security for Xanodyne Pharmaceuticals Inc#page3.tif source=Trademark Assignment for Security for Xanodyne Pharmaceuticals Inc#page4.tif	

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Xanodyne Pharmaceuticals, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated July 25, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 18, 2007.

XANODYNE PHARMACEUTICALS, INC.

By: _____

Name:

S.A. Stamp

Title:


Chief Financial officer

STATE OF Ohio

SS.:

COUNTY OF Hamilton

On this 18 day of June, 2007, before me personally came Stephen A. Stamp, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of Xanodyne Pharmaceuticals, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Xanodyne Pharmaceuticals, Inc. and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.





ROBERT WARNER OFF
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

SCHEDULE 1A

Trademarks					
<u>Company</u>	<u>Country</u>	<u>Trademarks</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Xanodyne Pharmaceuticals, Inc.	USA	Arreota	76/646,345	7-Sep-05	NA
Xanodyne Pharmaceuticals, Inc.	USA	Duet Advantage	76/645,966	31-Aug-05	NA
Xanodyne Pharmaceuticals, Inc.	USA	MISODEL	77031334	27-Oct-06	NA
Xanodyne Pharmaceuticals, Inc.	USA	MISONA	77031300	27-Oct-06	NA
Xanodyne Pharmaceuticals, Inc.	USA	VIDELIV	77/031,359	27-Oct-06	NA