

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/15/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vivus, Inc.		06/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	KV Pharmaceutical Company
Street Address:	300 Delaware Avenue, Suite 1270
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76593834	EVAMIST

CORRESPONDENCE DATA

Fax Number: (703)836-2021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bassam.ibrahim@bipc.com
 Correspondent Name: Bassam N. Ibrahim
 Address Line 1: P.O. Box 1404
 Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:	1032058-000660
NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	06/29/2007

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*"), effective as of May 15, 2007, by Vivus, Inc., a Delaware corporation ("*Assignor*"), is in favor of K-V Pharmaceutical Company, a Delaware corporation ("*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 30, 2007 (the "*Purchase Agreement*"), pursuant to which the Assignor has agreed to sell, assign, convey, transfer and deliver the Purchased Assets and transfer certain liabilities to Assignee, and Assignee has agreed to purchase and acquire the Purchased Assets and to assume those certain liabilities, in each case upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain intellectual property, and Assignee is desirous of acquiring such right, title and interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Assignment of Intellectual Property.** Assignor hereby grants, assigns and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all trademarks, trade names, trade dress, service marks, indicia, logos and slogans, in each case whether registered or unregistered, and all internet domain names, owned by the Assignor or any of its subsidiaries and used exclusively in the conduct of the Evamist Business and in any sales, promotional, marketing or advertising materials for Evamist in the Evamist Territory, and together with all registrations, applications and renewals thereof and the portion of the business to which the Assigned Trademarks pertain (as defined herein) and the goodwill associated therewith, including without limitation those trademark properties set forth on Exhibit A hereto (the "*Assigned Trademarks*"), and any and all rights, priorities and privileges of Assignor provided under applicable law within the Evamist Territory with respect to the foregoing Assigned Trademarks ("*Related Rights*"); *provided, however*, that Assigned Trademarks shall not include "VIVUS, Inc.," the corporate name of any subsidiary of the Assignor at the time of this assignment or any derivative of the foregoing. For the avoidance of doubt, the foregoing transfers to Assignee shall include all of Assignor's rights in and to the Assigned Trademarks and Related Rights. Assignor further grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks or the Related Rights.

2. **Further Actions.** The Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Agreement.

3. **Perfection and Recordation.** Assignee shall be responsible for preparing all paperwork that is necessary to perfect and record the assignments of the Assigned Trademarks and Related Rights in any applicable jurisdiction and shall be responsible for all expenses, including recordation expenses, associated therewith.

4. **Conflicts.** Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or the Assignor set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

5. **Modification.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with laws of the State of Delaware without reference to the conflicts of law principles thereof.

7. **Assignability.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, administrators and assigns.

8. **Notices.** All notices and other communications hereunder shall be made in accordance with Section 13.1 of the Purchase Agreement.

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9. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

VIVUS, INC.

By: 

Name: Changjin (CJ) Wang, Ph.D.

Title: Vice President, Business Development

06/28/2007

K-V PHARMACEUTICAL COMPANY

By: 

Name: GERALD R. MITCHELL

Title: V-P & CFO

06/29/2007

EXHIBIT A

Trademark	Country	Date Filed	Application No.	Status	Class
Evamist	United States	5/24/2004	76/593,834	Pending	5

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