

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galen Partners III, L.P.		10/11/2007	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Acura Pharmaceuticals, Inc.		
Street Address:	616 N. North Court, Suite 120		
City:	Palatine		
State/Country:	ILLINOIS		
Postal Code:	60067		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3059542	AVERSION	
Registration Number:	3114970	ACURA PHARMACEUTICALS	
Serial Number:	78651230	OXYADF	
CORRESPONDENCE DATA			
Fax Number:	(973)491-3447		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sbrener@seidenwayne.com		
Correspondent Name:	Stanley Brener		
Address Line 1:	Seiden Wayne LLC 2 Penn Plaza East		
Address Line 4:	Newark, NEW JERSEY 07105		
NAME OF SUBMITTER:	Stanley Brener		
Signature:	/s/ Stanley Brener		
Date:	10/11/2007		

CH \$90.00 3059542

Total Attachments: 5

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**TERMINATION AND RELEASE OF COLLATERAL
ASSIGNMENT OF TRADEMARKS**

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS is granted on this 11th day of OCTOBER, 2007 by GALEN PARTNERS III, LP, as agent ("Agent") for the various lenders (the "Lenders") under (i) a Company General Security Agreement and a Trademark Security Agreement each dated as of June 22, 2005 between Acura Pharmaceuticals, Inc. ("Acura") and the Agent, (ii) a Company General Security Agreement and a Trademark Security Agreement each dated as of September 16, 2005 between Acura and Agent, (iii) a Company General Security Agreement and a Trademark Security Agreement each dated as of November 9, 2005 and (iv) a Company General Security Agreement and a Trademark Security Agreement each dated as of January 31, 2006 between Acura and Agent (the documents identified in clauses (i)-(iv) being referred to as the "Company General Security and the Trademark Security Agreements") and the Assignments of Trademarks filed on or about June 22, 2005, September 16, 2005, November 9, 2005 and January 31, 2006 executed in connection with the Company General Security and Trademark Security Agreements (the "Collateral Assignments"), to **ACURA PHARMACEUTICALS INC.**, a New York corporation.

W I T N E S S E T H:

WHEREAS, pursuant to the Company General Security and the Trademark Security Agreements and the Collateral Assignments, Acura granted to the Agent a security interest in all of its trademarks and trademark registrations, tradenames, and trademark applications then filed or thereafter filed with the United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames trademark registrations and trademark applications listed on Schedule A attached hereto and (i) all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) the goodwill of Acura's business associated therewith (all of the foregoing trademarks and trademark applications, together with the items described in clauses (i)-(v) above, are referred to herein, either individually or collectively, as the "Trademarks"); all to secure the payment and performance of the obligations of Acura under certain loan agreements (the "Bridge Loan Agreements") dated the dates of the various Company General Security and Trademark Security Agreements and associated promissory notes; and

WHEREAS, all amounts to be paid and payable under such Bridge Loan Agreements have been paid in full;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged:

The Agent, on behalf of the Lenders, hereby terminates and releases its security interest and its right, title and interest in the Trademarks granted under the Company Security and Trademark General Security Agreements and the Loan Agreements and the Agent, on behalf of the Lenders, hereby assigns and transfers to Acura, without recourse, all of the Agent's right, title and interest in and to the Trademarks granted to Agent in connection with the Company General Security and Trademark Security Agreements, the Bridge Loan Agreements and the Collateral Assignments effective as of the date set forth above.

IN WITNESS WHEREOF, the Agent has signed this Agreement by its duly authorized officer as of the date and year first above written.

GALEN PARTNERS III, L.P.

By: Claudius, L.L.C., General Partner

By: 
Bruce F. Wesson

STATE OF New Jersey)
COUNTY OF Essex) ss:

On this 11th day of October, 2007, before me, the undersigned officer, personally appeared Bruce Wesson, a General Partner of Claudius, LLC, which is the general partner of GALEN PARTNERS III, LP, a limited partnership, and acknowledged the foregoing instrument to be the free act and deed of said GALEN PARTNERS III, LP and his free act and deed.

Erica Vernell Waynick

Notary Public

My Commission Expires

ERICA VERNELL WAYNICK
A Notary Public of New Jersey
My Commission Expires 03/22/2011
Id# 2266264

Schedule A

Trademark	Registration No.	Application No.
Aversion	3059542	78389354
Acura Pharmaceuticals	3114970	78375565
OXYADF		78651230

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