

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
MiddleBrook Pharmaceuticals, Inc.		11/07/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lex Pharmaceuticals Inc.		
Street Address:	780 3rd Avenue 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76670823	KEFLEX 750 MG	
Serial Number:	76670777	KEFLEX 500 MG	
Serial Number:	76670776	KEFLEX 250 MG	
Serial Number:	76670775	KEFLEX 333 MG	
Registration Number:	0881598	KEFLEX	
CORRESPONDENCE DATA			
Fax Number:	(704)339-3449		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-377-8149		
Email:	hcarpenter@rbh.com		
Correspondent Name:	Heather M. Carpenter, Paralegal		
Address Line 1:	c/o Robinson, Bradshaw & Hinson, P.A.		
Address Line 2:	101 N. Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	20046.00011		

OP \$140.00 76670823

NAME OF SUBMITTER:	Heather M. Carpenter
Signature:	/Heather M. Carpenter/
Date:	11/19/2007
Total Attachments: 3 source=LEX Trademark Assignment#page1.tif source=LEX Trademark Assignment#page2.tif source=LEX Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 7th day of November, 2007 by and between **MiddleBrook Pharmaceuticals, Inc.**, a Delaware corporation ("Assignor") and **Lex Pharmaceuticals Inc.**, a Delaware corporation ("Assignee"). This Assignment is being entered into pursuant to the Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement").

Assignor owns the trademarks and service marks listed on **Schedule A** attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Assigned Marks"). The Purchase Agreement provides that Assignor shall execute this Assignment in order to assign the Assigned Marks to Assignee as prescribed therein.

Now therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

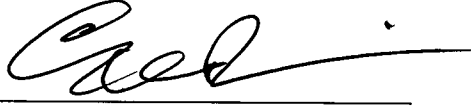
1. Assignor does hereby assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith, the right, if any, to secure all renewals and extensions thereof in all countries, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Assigned Marks or the accompanying goodwill.

2. Assignor agrees that, upon reasonable request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation reasonably available to Assignor relating to or supporting chain of title, sign all appropriate papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary for vesting title to, and effecting the transfer and recording of, the Assigned Marks in Assignee, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date written above:

ASSIGNOR:

**MIDDLEBROOK PHARMACEUTICALS,
INC.**, a Delaware corporation

By: 

Name: Edward M. Rudnic, Ph.D.

Title: President and Chief Executive Officer

Schedule A

Assigned Marks

KEFLEX 750 MG	Serial No. 76670823	
KEFLEX 500 MG	Serial No. 76670777	
KEFLEX 250 MG	Serial No. 76670776	
KEFLEX 333 MG	Serial No. 76670775	
KEFLEX (U.S.)		Registration No. 0881598
KEFLEX (Puerto Rico)		Registration No. 19195