

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xanodyne Pharmaceuticals, Inc.		05/21/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as collateral agent
Street Address:	Two Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77692343	DUET COMPLETE
Serial Number:	77687498	MENORRHAGIA INVESTIGATIVE QUESTIONNAIRE
Serial Number:	77687482	WORKS LIKE A MOTHER
Serial Number:	77681532	ZIPSOR
Serial Number:	77656964	MIQ
Serial Number:	77641089	LYSTEDA
Serial Number:	77593840	MINVOSO
Serial Number:	77560854	LYSTEDA
Serial Number:	77219449	ZIPSOR
Serial Number:	77219458	RAPRIS
Registration Number:	3439267	DUETDHA EC
Serial Number:	77143972	DURPENDA
Registration Number:	3363004	WHEN ONE HEART BECOMES TWO

CH \$390.00 77692343

Registration Number:	2660370	STUARTNATAL PLUS 3
Registration Number:	1800410	LPF

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.kaplan@srz.com
Correspondent Name: Marisa Kaplan, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	051511/0038
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (051511.0038)
Signature:	/kc for mk/
Date:	05/21/2009

Total Attachments: 3
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GRANT OF SECURITY INTEREST - TRADEMARKS

WHEREAS, Xanodyne Pharmaceuticals, Inc., a Delaware corporation, with offices at One Riverfront Place, Newport, Kentucky 41071-4563 (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 or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, a Delaware limited liability company, with offices at Two Greenwich Plaza, 1st Floor, Greenwich, Connecticut 06830, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of the Agents and 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, 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 21, 2009.

XANODYNE PHARMACEUTICALS, INC.

By: Thomas P. Jennings
Name: THOMAS P. JENNINGS
Title: GENERAL COUNSEL

STATE OF KENTUCKY ss.:
COUNTY OF Campbell

On this 20th day of May 2009, before me personally came Thomas P. Jennings 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 GENERAL COUNSEL of XANODYNE PHARMACEUTICALS INC a DELAWARE, 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.

Linda M. Tuttle
LINDA M. TUTTLE
NOTARY PUBLIC
STATE ID 348669

SCHEDULE 1A

Trademarks and Trademark Applications

1. Xanodyne Pharmaceuticals, Inc. trademarks.

Mark	Application or Registration No.
Duet Complete	77/692,343
Menorrhagia Investigative Questionnaire	77/687,498
Works Like a Mother	77/687,482
Zipsor	77/681,532
MIQ	77/656,964
Lysteda	77/641,089
Minvoso	77/593,840
Lysteda	77/560,854
Zipsor	77/219,449
Rapris	77/219,458
Duetdha EC	3,439,267
Durpenda	77/143,972
When One Heart Becomes Two	3,363,004
Stuartnatal Plus 3	2,660,370
LPF	1,800,410