

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 3261/0976		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		07/15/2009	National Association:
RECEIVING PARTY DATA			
Name:	AAIPharma Inc.		
Street Address:	2320 Scientific Park Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28405		
Entity Type:	CORPORATION: DELAWARE		
Name:	AAIPharma LLC		
Street Address:	2320 Scientific Park Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28405		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1647669	AAI	
Serial Number:	78706179	AAI	
Registration Number:	2989410	AAI DEVELOPMENT SERVICES	
Registration Number:	2887836	AAI DEVELOPMENT SERVICES	
Serial Number:	78706184	AAI AAIPHARMA	
Registration Number:	1622884	APPLIED ANALYTICAL INDUSTRIES	
Registration Number:	2346573	PROSORB	
Registration Number:	2747955	AZASAN	

CH \$415.00 1647669

Registration Number:	2723850	AAIPHARMA
Registration Number:	2715555	DEVELOPING CHEMISTRY INTO MEDICINE
Registration Number:	2953435	GET IT RIGHT. ON TIME.
Registration Number:	3314132	IT'S THE CHEMISTRY
Registration Number:	2672325	PROMELT
Registration Number:	2823015	PROSLO
Registration Number:	2672324	PROSPHER
Registration Number:	2759076	WITHIN THE SCIENCE LIES THE MEDICINE THAT WILL CHANGE A LIFE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
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ATTORNEY DOCKET NUMBER:	41984-36 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/21/2009

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement") dated as of July 15, 2009; from Wells Fargo Bank, N.A., as Collateral Agent (the "Agent") for the benefit of the Lenders, as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of March 6, 2006 (the "Security Agreement"), among AAIPharma Inc. and certain domestic subsidiaries signatories thereto (each, a "Pledgor"), the Lenders party thereto and the Agent, a security interest (the "Security Interest") was granted by each of the Pledgors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 7, 2006, at Reel 3261 and Frame 0976;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature as of the date hereof in the trademark registrations and applications listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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

Wells Fargo Bank, N.A., as Collateral Agent

By: 
Name: _____
Title: David Bergstrom
Assistant Vice President

STATE OF Minnesota)
)
COUNTY OF Hennepin)

SS.:

On this 15th day of July, 2009, before me personally appeared David Bergstrom to me known who, being by me duly sworn, did depose and say that he/she is Assistant Vice President of Wells Fargo Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wells Fargo Bank, N.A.


Notary Public

(Affix Seal Below)



Schedule A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
AAI	1,647,669
AAI AND DESIGN	78/706,179
AAI DEVELOPMENT SERVICES	2,989,410
AAI DEVELOPMENT SERVICES AND DESIGN	2,887,836
AAI AAIPHARMA AND DESIGN	78/706,184
APPLIED ANALYTICAL INDUSTRIES	1,622,884
PROSORB	2,346,573
AZASAN (owned by Aai Properties Inc.)	2,747,955
AAIPHARMA	2,723,850
DEVELOPING CHEMISTRY INTO MEDICINE	2,715,555
GET IT RIGHT. ON TIME.	2,953,435
IT'S THE CHEMISTRY	3,314,132
PROMELT	2,672,325
PROSLO	2,823,015
PROSPHER	2,672,324
WITHIN THE SCIENCE LIES THE MEDICINE THAT WILL CHANGE A LIFE	2,759,076