

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
Wells Fargo Bank, N.A., successor in interest by merger to Wachovia Bank, National Association		08/24/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kiel Laboratories, Inc.		
Street Address:	2225 Centennial Drive		
City:	Gainesville		
State/Country:	GEORGIA		
Postal Code:	30504-5760		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2995512	TCT	
Registration Number:	3133887	TCT	
Registration Number:	3085781	TCT TANNATE CONVERSION TECHNOLOGY	
Registration Number:	3592228	ALLRES	
CORRESPONDENCE DATA			
Fax Number:	(205)244-5714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent, Esq.		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	14668-188		

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~~TRADEMARK~~
REEL: 004266 FRAME: 0818

NAME OF SUBMITTER:	India E. Vincent, Esq.
Signature:	/india vincent/
Date:	08/25/2010
Total Attachments: 7 source=Wells Fargo - SI Release - Kiel Labs#page1.tif source=Wells Fargo - SI Release - Kiel Labs#page2.tif source=Wells Fargo - SI Release - Kiel Labs#page3.tif source=Wells Fargo - SI Release - Kiel Labs#page4.tif source=Wells Fargo - SI Release - Kiel Labs#page5.tif source=Wells Fargo - SI Release - Kiel Labs#page6.tif source=Wells Fargo - SI Release - Kiel Labs#page7.tif	

PARTIAL RELEASE OF COLLATERAL

This Partial Release of Collateral dated as of August 24, 2010, is executed by **WELLS FARGO BANK, N.A., successor in interest by merger to WACHOVIA BANK, NATIONAL ASSOCIATION ("Bank")**, in favor of **KIEL LABORATORIES, INC.**, a Georgia corporation (the "Debtor").

RECITALS:

A. Bank and Debtor are parties to that certain Patent Security Agreement dated as of June 29, 2005 and that certain Trademark Security Agreement dated as of June 29, 2005 (collectively, the "Security Agreements").

B. Debtor intends to sell to Pernix Therapeutics, LLC, a Louisiana limited liability company ("Purchaser"), the "Assets" as defined in and pursuant to the terms of that certain Patent Purchase Agreement dated as of even date herewith between Debtor and Purchaser (the "Purchase Agreement"). The Assets constitute part of the collateral under the Security Agreements.

C. Debtor has asked, and Bank has agreed, subject to the terms and conditions contained herein, that, as set forth herein, Bank will release its security interest in that portion of the collateral which constitutes the Assets.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

Bank hereby releases its security interest in that portion of the collateral which constitutes the Assets, and is more fully described in Exhibit A hereto (the "Released Collateral").

This Partial Release of Collateral shall not apply to any other collateral under the Security Agreements or the Loan Agreement, as amended (defined in the Security Agreements) and shall not constitute a novation, release or cancellation of any of the Obligations (defined in the Security Agreement), the Security Agreements, the Loan Agreement, as amended, and the Obligations hereafter remaining in full force and effect.

This Partial Release of Collateral is dated as of the date first written above.

WELLS FARGO BANK, N.A., successor in interest by merger to WACHOVIA BANK, NATIONAL ASSOCIATION

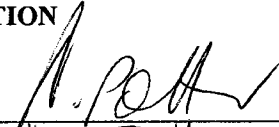
By: 
Name: Nadine Potter
Title: Assistant Vice President

EXHIBIT A

Released Collateral

Debtor: Kiel Laboratories, Inc.
Secured Party: Wachovia Bank, National Association

Secured Party terminates and releases its security interest and any other right, title and interest to the following collateral (the "Released Collateral"):

- (i) The Purchased Intellectual Property;
- (ii) All existing raw materials, work-in-progress, finished goods, supplies, spare parts, inventories and materials to be used by Debtor in the production and packaging of Type IV Drug Master File Number 21460 (Galloquinat) (the "Galloquinat Inventory");
- (iii) All of Debtor's right, title and interest in the contracts set forth in Schedule A-1 (the "Assigned Contracts");
- (iv) All claims, demands, actions, choses in action, judgments, decrees, rights or recovery and rights of set off of any kind, against any Person, and including all insurance benefits, rights and proceeds arising from and after the Closing relating to any of the Released Collateral;
- (v) The Governmental Authorizations; and
- (vi) The IP Documents.

Reference is made to that certain Patent Purchase Agreement (the "Purchase Agreement") by and between Debtor and Pernix Therapeutics, LLC (the "Purchaser"), pursuant to which the Debtor has agreed to sell the Released Collateral to the Purchaser, and as defined in the Purchase Agreement, the following terms have the following meanings:

"Closing" means the closing of the transaction under the Purchase Agreement.

"Governmental Authority" means any federal, state, local, municipal, parish or county, foreign or other government, or political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality or any political subdivisions thereof.

"Governmental Authorization" means each license, permit, authorization or right granted by a Governmental Authority that is held by Debtor that relates to any of the Released Collateral.

"IP Documents" means: (a) the recordable Assignment of Intellectual Property in the form attached to the Purchase Agreement, duly executed by Debtor; (b) any other instruments of transfer as may be requested by Purchaser to reflect the transfer of the Purchased Intellectual

Property to Purchaser; (c) original ribbon copy or certificate of invention for each issued Patent issued by the United States Patent and Trademark Office or other jurisdictional patent office; (d) all agreements assigning ownership of the Purchased Intellectual Property from the inventors and/or prior owners to Debtor; (e) all inventor notebooks and other conception and reduction to practice documents relating to any of the Purchased Intellectual Property; (f) all files, documents and tangible things constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of any Purchased Intellectual Property; and (g) such additional documents as Purchaser may reasonably request in order to ascertain the accuracy of Debtor's representations and warranties in the Purchase Agreement, or to effect, perfect and evidence the transactions contemplated by the Purchase Agreement.

"Patents" means the patents listed in Schedule A-2.

"Person" means an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Purchased Intellectual Property" means the Patents and the Trademarks as well as the Related Intellectual Property.

"Related Intellectual Property" means: (a) any patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents; (b) any reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of the Patents or any item in any of the foregoing category (a); (c) all inventions, invention disclosures, and discoveries described in any of the Patents that: (i) are included in any claim in the Patents, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents, and/or (iii) could have been included as a claim in any of the Patents; (d) rights to apply in any or all countries of the world for trademarks, patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Trademarks, Patents and the inventions, invention disclosures, and discoveries therein; (e) causes of action (whether known or unknown, or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Trademarks or Patents and/or the rights described in category (d) above, including, without limitation, all causes of action and other enforcement rights for: (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement of any of the Patents or Trademarks; (f) rights to collect royalties or other payments under or on account of any of the Trademarks or Patents and/or any of the foregoing. (g) reasonably available copies of research materials, data, databases and documentation relating to any of the Patents or Trademarks, (h) all service marks, service names, trade dress, logos, trade names and slogans, together with all translations, adaptations, derivations and combinations thereof relating to, contained in or claimed by any of the Trademarks; (i) all applications for registration, registrations and renewals of any Trademarks or any of the items in category (h), (j) trade secrets (including ideas, compositions, inventions

(whether patentable or unpatentable and whether or not reduced to practice)), know-how, processes, methods, techniques, research and development, drawings, specifications, designs, plans, technical data related to the Trademarks or Patents and (j) all common law rights, goodwill, proceeds and other intellectual property related to the Trademarks or Patents.

“Trademarks” means the trademarks listed in Schedule A-2.

Schedule A-1
Termination of Interest in Released Collateral

“ASSIGNED CONTRACTS”

COMPANY	CONTRACT	DATE
Sonar Products, Inc.	Patent/Technology License Agreement	02/12/2009
Gorbec Pharmaceutical Services, Inc.	Supply Agreement and Patent/License Agreement	02/12/2009
Atley Pharmaceuticals, Inc.	License Agreement	08/25/2009
Macoven, LLC	(1) Term Sheet (2) Amendment to Term Sheet dated 09/23/09 (3) Addendums (2) to Exhibit A of Agreement/Term Sheet dated 09/23/09	09/23/2009 10/09/2009 12/15/2009
Sterling Pharmaceutical Services LLC	Patent/Technology License Agreement	12/09/2009
Kiel Laboratories and codaDOSE Incorporated	License Agreement (Zodryl).	08/01/2009
Patheon Pharmaceuticals, Inc.	Patent/Technology License Agreement	09/08/2009
Denison Pharmaceuticals, Inc.	Supply Agreement and Patent License Agreement	08/17/2007

Schedule A-2
Termination of Interest in Released Collateral

"PATENTS/TRADEMARKS"

Patents/Applications included in Released Collateral:


KIEL FILE NO./ King File No	FILING DATE	APP./SERIAL NO.	PUB/PATENT NO.	ISSUE DATE	STATUS
02-002-US	04/09/02	10/119,285	Pat. No. 6,869,618 Pub. No. US-2003- 0050252-A1 Date: 3/13/03	3/22/05	ISSUED *1 st MF: 9/22/2008 2 nd MF: 9/22/2012 3 rd MF: 9/22/2016 * PAID
04-002-US^(CONT) 455-016 *Cont. of U.S.Pat. App. No. 10/119,285 filed 4/9/02, which claims benefit of 60/282,969 filed 4/10/01.	08/19/04	10/921,438	Pat. No. 7,094,429 Pub. No. US- 2005- 0020509-A1 Date: 1/27/05	08/22/06	ISSUED 1 st MF: 2/22/2010 2 nd MF: 9/22/2014 3 rd MF: 9/22/2018
04-002-CA 455-016 Canada	04/09/03 *Entered Natl. Phase 10/6/04	2,481,370	Pub. Date: 10/23/03		PUBLISHED 1 st annuity paid.
04-002-EPC 455-016 EPC	04/09/03 *Entered Natl. Phase 11/5/04	03746683.6 04/09/03	Pat. No. EP 1496866 Pub. No. EP 1496866 01/19/05	08/12/09	ISSUED
*Designated States: DE, FR, GB, IT					
03-002-PCT 455-016 PCT	04/09/03	PCT/US03/10921	Pub. No. #WO 03/086295 A2 Date: 10/23/03		PUBLISHED
*Designated States: CA & EP (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IT, LU, MC, NL, PT, RO, SE, SI, SK, TR)					

[CONT.]

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KIPL FILE NO./ King File No.	FILING DATE	SERIAL NO.	PUB/PATENT NO.	ISSUE DATE	STATUS
02-003-US 455-017	10/10/02	10/269,027 CL: 424/451	Pat. No. 7,273,623 Pub. No. #US2003/0077321 Date: 4/24/03	09/25/07	ISSUED 1 st MF: 3/25/2011 2 nd MF: 3/25/2015 3 rd MF: 3/25/2019
05-003-EPC 455-017 EPC *[Via PCT]	See 02-003-US WO2004/032826 *Entered Natl. Phase 02/04/05	03817708.5 04/09/03	Pat. No. EP 1622586	08/05/09	ISSUED
*Designated States: DE, FR, GB, IT					
06-015-US	08/09/06	11/501,649	Pub. No. US-2007-0020332 Pub. Date 01/25/07		PUBLISHED (Response to Restriction Requirement due 09/30/2010)

Trademarks Included in Released Collateral:

U.S. REGISTRATION NO.	ISSUE DATE	TRADEMARK
2,995,512	09/13/2005	TCT®
3,133,887	08/22/2006	 TCT Stylized®
3,085,781	04/25/2006	TCT TANNATE CONVERSION TECHNOLOGY®
3,592,228	03/17/2009	ALLRES *Allowed to go abandon due to non-use.
1,428,112	02/17/2009	ALLRES *Allowed to go abandon due to non-use.