

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
Kiel Laboratories, Inc.		08/24/2010	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Pernix Therapeutics, LLC		
Street Address:	208 W. Eastbank Street		
City:	Gonzales		
State/Country:	LOUISIANA		
Postal Code:	70737		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
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:	(337)262-9001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rwaddell@joneswalker.com		
Correspondent Name:	Robert L. Waddell		
Address Line 1:	600 Jefferson Street		
Address Line 2:	Suite 1600		
Address Line 4:	Lafayette, LOUISIANA 70501		
ATTORNEY DOCKET NUMBER:	24999/117300-00		
NAME OF SUBMITTER:	Blair B. Suire		

CH \$115.00 2995512

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**TRADEMARK
 REEL: 004273 FRAME: 0055**

Signature:	/Blair B. Suire/
Date:	09/07/2010
Total Attachments: 7 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into effective as of the 24 day of August, 2010 (the "Effective Date") by and between Kiel Laboratories, Inc., a Georgia corporation (the "Assignor") and Pernix Therapeutics, LLC, a Louisiana limited liability company (the "Assignee").

RECITALS:

A. The Assignor is selling to the Assignee certain assets more particularly described in that certain Patent Purchase Agreement dated as of the date hereof (the "Purchase Agreement") among the Assignor, the Assignee and Jeffrey S. Kiel.

B. Pursuant to the Purchase Agreement, the Assignor has agreed to transfer and assign to the Assignee, and the Assignee has agreed to acquire from the Assignor, all of the Assignor's rights to those certain patents and patent applications (the "Patents") and those certain trademarks and trademark registrations (the "Trademarks", and together with the Patents, the "Intellectual Property") set forth in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

1. Assignment of Rights. Subject to the terms and conditions of the Purchase Agreement, the Assignor hereby grants, bargains, conveys and assigns to the Assignee all rights that the Assignor may have to the Intellectual Property, including, without limitation, (i) any and all foreign counterpart patents or patent applications and any patent applications, reissues, reexaminations, continuations, continuations-in-part and divisionals related to or based on the Patents and all rights to claim priority based thereon, (ii) all common law rights and the goodwill associated with the Trademarks, (iii) the rights to file for foreign registrations for the Trademarks and any renewals and extensions relating to the Trademarks, (iv) all income, royalties and payments now or hereafter due or payable with respect to the Intellectual Property, and (v) the right to any causes of action, in law or in equity, for past, present or future infringement of the Intellectual Property.

2. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN ARTICLES III AND IV OF THE PURCHASE AGREEMENT, NEITHER ASSIGNOR NOR ASSIGNEE MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING EITHER THE ASSETS OR THE ASSUMED LIABILITIES. EXCEPT AS SET FORTH IN ARTICLE V OF THE PURCHASE AGREEMENT, NO PARTY SHALL HAVE RECOURSE TO ANY OTHER PARTY FOR ANY INACCURACY IN OR BREACH OF A REPRESENTATION OR WARRANTY SET FORTH IN ARTICLES III AND IV OF THE PURCHASE AGREEMENT.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the

benefit of the Assignor and the Assignee and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed and interpreted by, and enforced in accordance with, the laws of the State of Louisiana without regard to any conflicts of laws principles.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which, shall be deemed to be an original but all of which together shall constitute one and the same instrument.

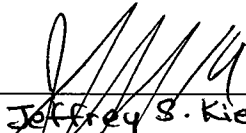
6. Capitalized Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings provided in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date and year first written above.

ASSIGNOR:

KIEL LABORATORIES, INC.

By: 
Name: Jeffrey S. Kiel
Its: President

ASSIGNEE:

PERNIX THERAPEUTICS, LLC

By: _____
Name: Cooper C. Collins
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date and year first written above.

ASSIGNOR:

KIEL LABORATORIES, INC.

By: _____
Name:
Its:

ASSIGNEE:

PERNIX THERAPEUTICS, LLC

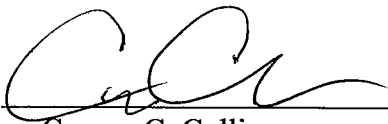
By:  _____
Name: Cooper C. Collins
Its: President and Chief Executive Officer

EXHIBIT "A"


Patents

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^(CONTI) 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)					

Patents, continued

KIEL 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. #US2003/007732 1 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

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.