

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

Re-submission

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Xanodyne Pharmaceuticals, Inc.		10/19/2010	CORPORATION: <i>Delaware</i>
<b>RECEIVING PARTY DATA</b>			
Name:	FSC Laboratories, Inc.		
Street Address:	6000 Fairview Road, Suite 600		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	CORPORATION: <i>North Carolina</i>		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3012656	HYCET	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(704)339-3449		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hcarpenter@rbh.com		
Correspondent Name:	Heather Carpenter, Paralegal		
Address Line 1:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 2:	101 N. Tryon Street, Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	17653.00021		
NAME OF SUBMITTER:	Heather Carpenter		
Signature:	/Heather Carpenter/		

**TRADEMARK**

Date: 11/30/2010

Total Attachments: 2

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RECEIPT INFORMATION

ETAS ID: TM188225

Receipt Date: 11/30/2010

Fee Amount: \$40

TRADEMARK

REEL: 004443 FRAME: 0250

**TRADEMARK ASSIGNMENT**

**WHEREAS, Xanodyne Pharmaceuticals, Inc.** ("Assignor") and **FSC Laboratories, Inc.** ("Assignee") have entered into an **Assignment and Termination Agreement** effective as of September 27, 2010 pursuant to which Assignor has assigned, or agreed to assign, to Assignee certain trademarks of Assignor, including its rights in and to the trademark and corresponding federal trademark registration as set forth on the attached **Tab 1**;

**WHEREAS,** Assignor is the sole owner of all right, title and interest in and to the trademark and corresponding federal trademark registration as well as all of the goodwill of the business symbolized thereby and associated therewith, as set forth on the attached **Tab 1** (collectively, the "Mark");

**WHEREAS,** Assignee desires to acquire from Assignor any and all right, title and interest in and to the Mark as well as all of the goodwill of the business symbolized thereby and associated therewith;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee any and all of its right, title and interest in and to the Mark, together with the goodwill symbolized by the Mark, and including, without limitation, all common law rights in and to the Mark 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 Mark, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

**IN WITNESS WHEREOF,** Assignor has caused this document to be executed by one of its duly authorized officers as of this 19<sup>th</sup> day of October, 2010.

**XANODYNE PHARMACEUTICALS, INC.**



**By:**

Thomas F. Jennings

**Name:**

Thomas F. Jennings  
General Counsel

**Title:**

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TAB 1TRADEMARKS

Trademark	Registration No.	Issue Date	Status
HYCET	3,012,656	November 8, 2005	Registered

3024\$60v1 17653.00021 CAMROB

RECORDED: 12/21/2010

TRADEMARK  
REEL: 004443 FRAME: 0252