

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
DexGen Pharmaceuticals, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 7/13/02

2. Name and address of receiving party(ies)

Name: Xanodyne Pharmacal, Inc.
Internal
Address: Suite 300

Street Address: 7300 Turfway Road
City: Florence State: KY Zip: 41042

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/027753

B. Trademark Registration No.(s) 2,559,752

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt A. Summe

Internal Address: Wood, Herron & Evans, LLP
2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
23-3000

DO NOT USE THIS SPACE

9. Signature.

Kurt A. Summe
Name of Person Signing


Signature

November 5, 2003
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$65.00 233000 78027753

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made by DexGen Pharmaceuticals, Inc., a New Jersey corporation, with an office at PO Box 675, Manasquan, NJ 08736 ("Assignor"), in favor of Xanodyne Pharmacal, Inc., a Delaware corporation, with an office at 7310 Turfway Road, Suite 490, Florence, Kentucky 41042 ("Assignee").

Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth in Annex 1 attached to this Assignment, together with the goodwill of the business connected with the use of and symbolized by the Marks.

Now, therefore, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell, and otherwise convey to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Marks throughout the world, including all U.S. federal and state and foreign trademark/servicemark registrations, pending applications, renewals thereof and any common law rights in or associated with the Marks, free and clear of all liens and encumbrances and any security interests (except as otherwise set forth in the Agreement, as defined below), together with the goodwill of the business symbolized by the Marks, for the use and on behalf of its successors, assigns, and other legal representatives. Assignor also assigns the right to sue and collect damages for any past infringements of the Marks. Assignor warrants that they are the current owners of the Marks and that any chains of title are complete with all necessary assignments for such chains of title being recorded at the U.S. Trademark Office.

This Assignment is being delivered in connection with the Asset Purchase Agreement between Assignor and Assignee dated on or about July 12, 2002, which is incorporated herein by this reference (the "Agreement"), and is subject to, and is entitled to the benefits in respect of, the Agreement. Nothing contained herein shall be deemed or construed to impair or alter any of the provisions of the Agreement. Any capitalized term used but not defined herein shall have the meaning given in the Agreement.

Except for the representations and warranties of Assignor expressly set forth in this Assignment or in the Agreement, neither Assignor nor its Affiliates nor any other Person makes any other express or implied representation or warranty on behalf of Assignor, or otherwise, with respect to the Marks.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the 12th day of July, 2002.

Dated: 7/13/02

DEXGEN PHARMACEUTICALS, INC.

By: *Robert E. Sosnowski*

Print Name: Robert E. Sosnowski

STATE OF NEW JERSEY)
COUNTY OF Ocean) SS

I certify that I know or have satisfactory evidence that Robert Sosnowski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President, of DEXGEN PHARMACEUTICALS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Alice J. Grippaldi
(Signature)

Alice J. Grippaldi
(Print Name)

Notary Public in and for the State of New Jersey
residing at Briar NJ 08723
My commission expires 7/15/02

ALICE JEAN GRIPPALDI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 15, 2002

Annex 1
to Assignment of Trademarks
Trademark Registrations
and Applications Therefor

Country	Mark	Reg. or Appl No.	Reg. or Filing Date
UNITED STATES	DEXALONE	2,559,752	04/09/02
UNITED STATES	COUGH RELIEF WITHOUT THE SPOON	78/027753	09/26/00

DexGen to Xanodyne - Trademark Assignment (July 12, 2002)

RECORDED: 11/05/2003

TRADEMARK
REEL: 002742 FRAME: 0048
TOTAL PAGES