

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elan Pharma International Limited		12/02/2003	Private limited company: IRELAND

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

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1861343	ORAMORPH
Registration Number:	1600106	PCL
Registration Number:	2686302	ROXICODONE
Serial Number:	76404992	ROXICODONE

CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-854-1400
Email:	lhall@myersbigel.com
Correspondent Name:	F. Michael Sajovec
Address Line 1:	P.O. Box 37428
Address Line 4:	Raleigh, NORTH CAROLINA 27627

ATTORNEY DOCKET NUMBER:	5573-222
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NAME OF SUBMITTER:	Lyndsey D. Hall
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CH \$115.00 1861343

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of December 2, 2003, is made by and between Elan Pharma International Limited, a private limited company organized under the laws of the Republic of Ireland ("Assignor") and aaiPharma Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is making this Assignment pursuant to the closing delivery requirements set forth in Section 2.5(a)(ii) of that certain Asset Purchase Agreement, dated October 22, 2003 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and Elan Pharmaceuticals, Inc., a Delaware Corporation (together with Assignor, the "Sellers"), pursuant to which Assignee purchased from the Sellers the Acquired Assets (as defined therein), including but not limited to the Trademarks (as defined in the Asset Purchase Agreement) and the Roxi Trademarks (as defined in the Asset Purchase Agreement) identified in Schedule A attached hereto and incorporated herein by reference;

WHEREAS, Assignor is willing to assign to Assignee all of its right, title and interest in and to the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for the good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee, free and clear of all Liens and Other Encumbrances (as defined in the Asset Purchase Agreement) all of Assignor's right, title and interest in, to and under the Trademarks and Roxi Trademarks set forth in Schedule A including, without limitation, the goodwill of the business symbolized by said Trademarks and Roxi Trademarks and associated therewith, and including the right to bring actions for past, present and future infringement of the Trademarks and Roxi Trademarks.

2. Assignor agrees that, in every jurisdiction where Assignor has an interest in the Trademarks, Assignor shall, at Assignee's sole expense and as reasonably requested by Assignee: (i) reasonably cooperate with Assignee in the filing and prosecution of any trademark registration for the Trademarks and Roxi Trademarks or application therefor; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer as necessary to fully effectuate and record this Assignment; and (iii) perform such other acts as Assignee lawfully and reasonably may request, to fully effectuate and record this Assignment.

3. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Asset Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Asset Purchase Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and this Assignment (to the extent consistent with the Asset Purchase Agreement).

4. This Assignment shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

7. This Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

ELAN PHARMA INTERNATIONAL LIMITED

By: *[Signature]*
Name: *Shirley J. [Signature]*
Title: *Authorized Signatory*

AAIPHARMA INC.

By: _____
Name:
Title:

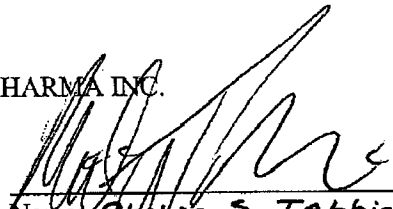
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

ELAN PHARMA INTERNATIONAL LIMITED

By: _____
Name:
Title:

AAIPHARMA INC.

By:  _____
Name: Philip S. Tabbiner
Title: President & CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>App./Reg. No.</u>
ROXICODONE	United States	Registered	2,686,302
ROXICODONE	Canada	Pending	1156716
ROXICODONE	Mexico	Pending	0572217
ROXICODONE logo	United States	Pending	76/404,992
ORAMORPH	United States	Registered	1,861,343
PCL	United States	Registered	1,600,106
ROXANOL		No applications for registration filed	
ROXIPRIN		No applications for registration filed	
ROXICET		No applications for registration filed	
ROXILOX		No applications for registration filed	

TRADEMARK