

Form PTO-1594 (Rev. 03/01) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
**Bank Of America, N.A.**

Individual(s)       Association  
 Corporation —  
 Other — **National Association**

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

2. Name and address of receiving party(ies)  
Name: **aalPharma LLC**

Internal  
Address: **2320 Scientific Park Drive**  
Street Address:  
City: **Wilmington** State: **NC** Zip: **28405**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement  
 Change of Name  
 Other - **termination of security interest in trademarks**

Execution Date: **April 23, 2004**

Limited Partnership  
 Corporation — **Delaware limited liability company**  
 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)  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
**2797504**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Daniel Angel, Esq.**  
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ **40.00**


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 - Schulte Roth & Zabel LLP**

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Daniel Angel, Esq.**            **April 28, 2004**

Name of Person Signing      Signature      Date

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

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

CH \$40.00 500675 2797504

**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 23, 2004 is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

**WHEREAS**, aaiPharma LLC (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks"); and

**WHEREAS**, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on February 2, 2004 at Reel 2786 and Frame 0839; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.


**NOW, THEREFORE**, for valuable consideration, the Secured Party hereby terminates and releases and reassigns to the Grantor, to the extent applicable, all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; and
4. any and all rights appurtenant to each Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

By:   
Name: CRAIG MURBLESS  
Title: PRINCIPAL

Termination of Security Interest in Trademarks  
naPharma LLC