

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): aaiPharma Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State (Delaware) Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association Internal Address: One Wachovia Center Street Address: 301 South College Street City: Charlotte State: NC Zip: 28288 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 23, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/ 52,057 78/230,629 78/262,908 78/348,249 78/ 186,020 78/267,795 78/245,491 78/348,247 78/ 112,668 78/249,649 78/196,070 78/332,238 78/ 112,671 78/233,325 78/133,903 78/336,159 78/ 246,168 78/216,417 78/278,834 78/ 233,839 78/249,415 78/404,992 78/233,837 78/211,699 78/359,257 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,942,885 952,573 2,650,838 1,647,669 949,683 2,647,476 1,622,884 2,797,504 2,650,837 1,946,829 2,723,850 2,612,966 2,346,573 2,715,555 2,672,825 1,033,587 2,647,477 2,823,015 664,975 2,716,676 2,672,324 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Heather M. Phillips, Paralegal Internal Address: Robinson, Bradshaw & Hinson, P.A. Street Address: 101 N. Tryon Street, Suite 1900 City: Charlotte State: NC Zip: 28246

6. Total number of applications and registrations involved: 53 7. Total fee (37 CFR 3.41) \$1,340.00 Enclosed Authorized to be charged to deposit account (shortage only) 8. Deposit account number: 500327 (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. Heather M. Phillips, Paralegal Signature Date May 12, 2004

Total number of pages including cover sheet, attachments, and documents: 8 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OP \$1340.00 76186020

Recordation Form Cover Sheet (Trademarks)

FORM PTO-1594

Additional Page

1. Additional Names of Conveying Parties

aaPharma LLC (Delaware limited liability company)

4.B. Additional Patent Numbers

2,747,955 2,759,076 2,686,302

1,861,343 1,600,106 2,805,084

2,874,296

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, aaiPharma Inc., a Delaware corporation ("Parent") and aaiPharma LLC, a Delaware limited liability company ("Pharma LLC", and together with Parent, collectively, the "Assignors") have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Security Agreement, dated April 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wachovia Bank, National Association, as collateral agent for holders of aaiPharma Inc. 11% Senior Subordinated Notes due 2010 (in such capacity, together with any successors and assigns, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to the Security Agreement and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 23, 2004 (as amended, modified, supplemented or replaced from time to time, the "Intercreditor Agreement"), among Silver Point Finance, LLC, as Senior Collateral Agent, the Assignee, and the Parent. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 23, 2004.

AAIPHARMA INC.

*OK to sign.
WLG*

By: *William L. Ginna, Jr.*
Name: William L. Ginna, Jr.
Title: Executive V.P. and CFO

AAIPHARMA LLC

By: *William L. Ginna, Jr.*
Name: William L. Ginna, Jr.
Title: V.P., CFO and Treasurer

STATE OF New York

COUNTY OF New York

ss.:

On this 22nd day of April, 2004, before me personally came William L. Grana, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EVP & CFO of aal Pharma Inc., a Delaware Corp., and that s/he executed the foregoing instrument in the firm name of Schulte Roth & Zabel LLP, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tracey F. Dillon

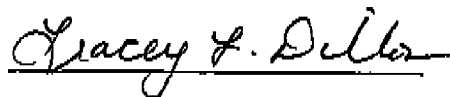
TRACEY F. DILLON
 Notary Public, State of New York
 No. 01D15038359
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires Jan. 8, 2007

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 22 day of April, 2004, before me personally came William L. Grina, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP, CFO & Treasurer of aaiPharma LLC, a Delaware Corp., and that s/he executed the foregoing instrument in the firm name of Schulte Roth & Zabel LLP, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



TRACEY F. DILLON
 Notary Public, State of New York
 No. 01D15036359
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires Jan. 8, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**Registered Trademarks**

Trademark Name	Registration Number	Date
AAI (design plus words)	1,942,885	December 19, 1995
AAI (typed drawing)	1,647,669	June 11, 1991
Applied Analytical Industries (typed drawing)	1,622,884	November 13, 1990
AAI (Design)	1,946,829	January 9, 1996
PROSORB	2,346,573	May 2, 2000
BRETHINE	1,033,587	February 7, 1976
DARVON	664,975	June 29, 1958
DARVON-N	952,573	February 6, 1973
DARVOCET-N	949,683	January 2, 1973
DARVOCET	2,797,504	December 23, 2003
aaiPharma	2,723,850	June 10, 2003
DEVELOPING CHEMISTRY INTO MEDICINE	2,715,555	May 13, 2003
GLOBAL BIOANALYTICAL SOLUTIONS	2,647,477	November 5, 2002
GLOBAL CLINICAL SOLUTIONS	2,716,676	May 13, 2003
GLOBAL CMC SOLUTIONS	2,650,838	November 12, 2002
GLOBAL PHARMACEUTIC SOLUTIONS	2,647,476	November 5, 2002
GLOBAL REGULATORY SOLUTIONS	2,650,837	November 12, 2002
PROCORE	2,612,966	August 27, 2002
PROMELT	2,672,325	January 7, 2003
PROSLO	2,823,015	March 16, 2004
PROSPHER	2,672,324	January 7, 2003
AZASAN	2,747,955	August 5, 2003
WITHIN THE SCIENCE LIES THE MEDICINE THAT WILL CHANGE A LIFE	2,759,076	September 2, 2003
ROXICODONE	2,686,302	February 11, 2003
ORAMORPH	1,861,343	November 1, 1994
PCL	1,600,106	June 5, 1990
THE NEXT STEP DOESN'T HAVE TO BE SO BIG	2,805,084	January 13, 2004
NEOSAN "O" DESIGN	2,874,296	November 18, 2003

Trademark Applications Pending

Trademark Name	Pending Trademarks Application Number	Date
aaiCalc	78/052,057	March 8, 2001
NEOSAN PHARMACEUTICALS AND DESIGN	76/186,020	December 20, 2000
BRANDS THAT MATTER MADE BETTER	78/112,668	March 5, 2002
RESTORES BALANCE - EVERY DAY!	78/112,671	March 5, 2002
aaiPharma assists	78/246,168	May 6, 2003
AQUAJECT D	78/233,839	April 4, 2003
AQUAJEX D	78/233,837	April 4, 2003
BETWEEN NSAIDS AND CIII NARCOTICS	78/230,629	March 27, 2003
DARVOCET - A500	78/267,795	June 27, 2003
Design of stylized AAI with Swoosh	78/249,649	May 14, 2003
DIAMOND SHAPE AND CURVED LINE LOGO	78/233,325	April 3, 2003
DOLOJEX	78/216,417	February 19, 2003
GET IT RIGHT, ON TIME.	78/249,415	May 14, 2003
METHAJEX	78/211,699	February 6, 2003
PANDAJEX	78/262,905	June 16, 2003
ProLonic	78/245,491	May 5, 2003
ZENIX	78/196,070	December 19, 2002
PROSORB-D	78/133,903	June 7, 2002
PROZOR	78/278,834	July 25, 2003
ROXICODONE Logo	76/404,992	May 8, 2002
IMPROVING MEDICINES THAT IMPROVE THE QUALITY OF LIFE	78/359,257	January 29, 2004
LUCEVE	78/348,249	January 6, 2004
PANQUELL	78/348,247	January 6, 2004
PROLONIC AQ	78/332,238	November 24, 2003
ROXANOL	78/336,159	December 4, 2003