

1/20/04

01-22-2004

FORM PTO-1594 (Substitute)

RECOI

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



102651125

To the Director of the U.S. Patent and Trademark Office

documents or copy thereof.

1. Name of conveying party(ies):

XANODYNE PHARMACAL, INC.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Delaware
- Other: \_\_\_\_\_

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

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

Name: FAULDING PHARMACEUTICAL CO.

Address: 650 From Road

Floor 2

City: Paramus State: NJ Zip: 07652

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of 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 this assignment.)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: OCTOBER 29, 2003

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

A. Trademark Application No(s).

76/392,111; 76/444,436

B. Trademark Registration No(s).

Additional numbers attached?  Yes  No

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

Name: JOSHUA S. BISH, ESQUIRE

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6)): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(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 and correct copy of the original document.

JOSHUA S. BISH  
Name of Person Signing

*Joshua S. Bish*  
Signature

JANUARY 16, 2004  
Date

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

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,

01/21/2004 LMUELLER 00000208 76392111

P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Assignment of Trademarks") is made as of the 29<sup>th</sup> day of October, 2003, by XANODYNE PHARMACAL, INC. ("Assignor") for the benefit of FAULDING PHARMACEUTICAL CO. ("Assignee").

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the 29<sup>th</sup> day of October, 2003 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling to Assignee, and Assignee is purchasing and acquiring, among other things, certain assets connected with the Products (as such term is defined in the Asset Purchase Agreement) and used in the Business (as such term is defined in the Asset Purchase Agreement), including all right, title, and interest of Seller in, to and under the trademarks and/or service marks set forth on Schedule A hereto and all applications for registration thereof (collectively, the "Marks"), together with the goodwill of the business connected with the use of and symbolized with the Marks;

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over, and deliver to Assignee all of Assignor's rights, title and interest in and to the Marks, including all common law rights therein, together with the goodwill of the business connected with the use of and symbolized with the Marks.

**FURTHERMORE**, Assignor will, at the expense of Assignee (i) execute and deliver such further instruments including, without limitation, further instruments of assignment, as Assignee may reasonably request, and (ii) take such further actions as Assignee may reasonably request in order for Assignee to register this Assignment of Trademarks at the appropriate registries and to demonstrate Assignee's title to the Marks.

**IN WITNESS WHEREOF**, the Assignor has caused these presents to be signed and its corporate name and its corporate seal to be hereunto affixed by its officer thereunto duly authorized, this 29<sup>th</sup> day of October, 2003.

**XANODYNE PHARMACAL, INC.**

By: 

Print name: Stefan Antonsson

Title: President

ACKNOWLEDGEMENT

STATE OF OHIO  
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public of the State of Delaware personally appeared Stefan Antonsson, having been sworn by me according to law did depose and say he is the President of XANODYNE PHARMACAL, INC. and did acknowledge the execution of the foregoing on behalf of said XANODYNE PHARMACAL, INC.

WITNESS my hand and Notarial seal this 29th day of October, 2003.



LEE ANNE MIESELER STAUTBERG  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Notary

*Lee Anne Miesler Stautberg*

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
USA	THE ORIGINAL LEUCOVORIN	76392111	April 8, 2002
USA	THE ORIGINAL METHOTREXATE	76444436	August 28, 2002