

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Name of Assignor previously recorded on Reel 003067 Frame 888. Assignor(s) hereby confirms the Name of the Assignor, which was incorrect..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carolina Pharmaceuticals, Inc.		07/01/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cornerstone Pharmaceuticals, Ltd.
<b>Street Address:</b>	8000 Regency Parkway
<b>Internal Address:</b>	Suite 430
<b>City:</b>	Cary
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27511
<b>Entity Type:</b>	CORPORATION: ANGUILLA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1361351	HUMIBID
Registration Number:	1361350	DECONSAL

**CORRESPONDENCE DATA**

Fax Number: (813)314-5160  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 813-227-8500  
 Email: karen.lee@hklaw.com  
 Correspondent Name: James B. Lake  
 Address Line 1: P.O. Box 1288  
 Address Line 4: Tampa, FLORIDA 33601-1288

<b>NAME OF SUBMITTER:</b>	Karen Lee
<b>Signature:</b>	/karen lee/

**CH \$65.00 1361351**

Date:

04/18/2005

**Total Attachments: 4**

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ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, Carolina Pharmaceuticals, Inc., a Delaware corporation ("Carolina") or its Affiliates (as defined herein), is the owner of all right, title and interest in the United States and Puerto Rico (the "Territory") in the trademarks used by Carolina or any of its Affiliates set forth on Schedule A attached hereto, and is the owner of the Registrations of, or the Applications to register, such trademarks in the Territory (including registrations and applications in any state or at the United States Patent and Trademark Office) identified on such Schedule A; and

WHEREAS, Cornerstone Pharmaceuticals, Ltd. ("Cornerstone"), is desirous of acquiring the "Trademarks, Registrations and Applications" (as defined in Schedule A below); and

WHEREAS, Carolina and Cornerstone have entered into an Asset Purchase Agreement dated as of the date hereof, pursuant to which Carolina has agreed to sell, assign and transfer the Trademarks, Registrations and Applications pursuant to the terms thereof and hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carolina does hereby assign, sell and transfer unto Cornerstone all right, title and interest in and to the trademarks, registered or unregistered, or service marks used by Carolina or any of its Affiliates in the Territory and any Registrations (including renewals or extensions) or Applications to register such trademarks or service marks in the Territory including without limitation those set forth on Schedule A hereto (collectively the "Trademarks, Registrations and Applications"), together with all common law and statutory right, title and interest in and to the Trademarks, Registrations and Applications, all goodwill relating thereto in the Territory, and all rights of registration, maintenance, renewal and protection of the Trademarks, Registrations and Applications, including without limitation all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Trademarks, Registrations and Applications.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of North Carolina (regardless of that jurisdiction's or of any other jurisdiction's choice of law principles that would lead to a contrary result). The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in Cary, North Carolina and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby.

As used in this Assignment the term "Affiliate" means any entity controlling, controlled by or under common control with Carolina, where "control" shall mean (a) the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity, or the right to elect or appoint a majority of the board of directors or other governing body of such

entity, or (b) the power to directly or indirectly direct or cause the direction of the management and policies of such entity by any means whatsoever.

IN WITNESS WHEREOF, Carolina, by its duly authorized officer, has executed this Assignment of Trademarks and Trademark Applications, as an instrument under seal, on this 7<sup>th</sup> day of July, 2004.

CAROLINA PHARMACEUTICALS, INC.

By: Craig A. Colwell  
Name: *Craig A. Colwell*  
Title: *President*

The foregoing assignment of the Trademarks, Registrations and Applications by Carolina to Cornerstone is hereby accepted as of the 7<sup>th</sup> day of July, 2004.

CORNERSTONE  
PHARMACEUTICALS, LTD.

By: Craig A. Bellard  
Name: *Craig A. Bellard*  
Title: *President & CEO*

Schedule A

Trademarks, Registrations Applications

<u>Title</u>	<u>Serial / Registration No.</u>	<u>Application / Issue Date</u>
<u>Trademark Registrations</u> <u>("Registrations")</u>		
<u>Humibid</u>	73496470 / 1,361,351	8-27-1984 / 9-24-1985
<u>Deconsal</u>	73496469 / 1,361,350	7-16-1985 / 9-24-1985

Trademark Applications  
("Applications")

None