

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

aaiPharma, Inc.  
aaiPharma, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) July 25, 2005

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Xanodyne Pharmaceuticals, Inc.  
 Internal  
 Address: Suite 300  
 Street Address: 7300 Turfway Road  
 City: Florence  
 State: KY  
 Country: USA Zip: 41042

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/508,322

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
LYNXORB

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

Name: Kurt A. Summe  
 Internal Address: Wood, Herron & Evans, L.L.P.  
2700 Caraw Tower  
 Street Address: 441 Vine Street  
 City: Cincinnati  
 State: OH Zip: 45202  
 Phone Number: 513-241-2324  
 Fax Number: 513-421-7269  
 Email Address: ksumme@whepatent.com

**6. Total number of applications and registrations involved:** 1

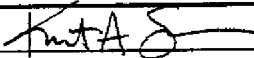
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-3000  
 Authorized User Name WHE

**9. Signature:**   
Signature

12/5/05  
Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 233000 78508322

Execution Copy

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of July 25, 2005, is made by and among aaiPharma Inc., a Delaware corporation ("aaiPharma"), aaiPharma, LLC, a Delaware limited liability company (together with aaiPharma, the "Assignors") and Xanodyne Pharmaceuticals, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors are making this Assignment pursuant to the closing delivery requirements set forth in Sections 4.2(i) and 4.3(i) of that certain Asset Purchase Agreement, dated May 6, 2005, as amended as of June 7, 2005 and July 18, 2005 (the "Asset Purchase Agreement"), by and among Assignors and Assignee, pursuant to which Assignee purchased from the Assignors the Purchased Assets (as defined therein), including but not limited to the Purchased Trademarks (as defined in the Asset Purchase Agreement) identified in Schedule A attached hereto and incorporated herein by reference;

WHEREAS, Assignors adopted and are presently using the Purchased Trademarks, and Assignors are willing to assign to Assignee all of their right, title, and interest in and to the Purchased Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignors' entire right, title, and interest in and to the Purchased 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. Assignors do hereby sell, assign, transfer, and convey to Assignee all of Assignors' right, title, and interest in, to, and under the Purchased Trademarks set forth in Schedule A including, without limitation, all applications, renewals, registrations and common law rights thereof, the goodwill of the business symbolized by said Purchased Trademarks and associated therewith, and including the right to bring actions for past, present, and future infringement of the Purchased Trademarks.
2. 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 Assignors 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). In the event of a conflict between

TRADEMARK

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this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

3. 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.
4. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
5. Each party represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.
6. 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.

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Execution Page to Trademark Assignment Agreement

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

aaiPharma Inc.



By: L. J. Reyniers  
Name: LUDO J. REYNERS  
Title: PRESIDENT/CEO

aaiPharma, LLC

By: L. J. Reyniers  
Name: LUDO J. REYNERS  
Title: PRESIDENT/CEO

Xanodyne Pharmaceuticals, Inc.

By: \_\_\_\_\_  
Name:  
Title:

Execution Page to Trademark Assignment Agreement

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

aaiPharma Inc.

By: \_\_\_\_\_  
Name:  
Title:

aaiPharma, LLC

By: \_\_\_\_\_  
Name:  
Title:

Xanodyne Pharmaceuticals, Inc.

By: \_\_\_\_\_  
Name: S.A. STUMP  
Title: CHIEF FINANCIAL OFFICER

**SCHEDULE A**1. **Registered Trademarks (United States)**

Trademark Name	Registration Number	Date
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
ROXICODONE	2,686,302	February 11, 2003
ORAMORPH	1,861,343	November 1, 1994

2. **Trademark Applications Pending (United States)**

Trademark Name	Pending Trademarks Application Number	Date
DARVOCET - A500	78/267,795	June 27, 2003
ROXICODONE Logo	76/404,992	May 8, 2002
ROXANOL	78/336,159	December 4, 2003
[LYNXORB	78/508,322	October 29, 2004] <sup>1</sup>

<sup>1</sup> This application is a newly-filed intent-to-use application, which raises the feasibility of assigning it at this time in light of 15 U.S.C. 1060(a)(1).