

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Airpharma LLC		01/16/2007	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

Name:	Dexo, LLC
Street Address:	7455 Adamo Drive
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33619
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2004852	E-Z SPACER
Registration Number:	1769653	AH-CHEW
Registration Number:	1797487	SINUVENT
Registration Number:	2746145	SINUTUSS
Registration Number:	1815646	OMNIHIST
Registration Number:	2585999	ULTRATUSS
Registration Number:	2336096	D-FEDA II
Registration Number:	1819653	ULTRABROM

**CORRESPONDENCE DATA**

Fax Number: (646)728-2614  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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 Email: tmfilings@fishneave.com  
 Correspondent Name: Susan Progoff, Ropes & Gray LLP

CH \$215.00 2004852

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ATTORNEY DOCKET NUMBER:	104906-0001
NAME OF SUBMITTER:	Susan Progoff
Signature:	/Susan Progoff/
Date:	05/09/2007

Total Attachments: 3  
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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment") is made as of 6 November, 2006 by **AIRPHARMA LLC**, a Missouri limited liability company ("Assignor"), in favor and for the benefit of **DEXO LLC**, a ~~Florida~~ <sup>Delaware</sup> limited liability company ("Assignee").

**WHEREAS**, Assignor and Assignee are also parties to that certain Asset Purchase Agreement of 30 October 2006 (the "Asset Purchase Agreement"), pursuant to which Assignor is required to assign the trademarks and trademark registrations specified in Schedule A hereto (together, the "Trademarks") and all goodwill represented thereby to Assignee.

**WHEREAS**, Assignor is the current owner of the Trademarks and the goodwill represented thereby.

**NOW, THEREFORE**, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

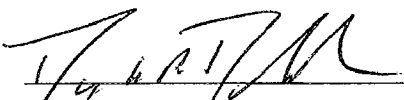
Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Trademarks, including all common law rights therein and all applications to register and registrations thereof and all goodwill represented thereby, as well as the right to sue for and collect damages in the Assignee's own name for any and all past, present or future infringements or other injury to the Trademarks or to the related goodwill and to continue with any ongoing disputes.

Assignor covenants to execute and deliver to the Assignee such instruments of transfer and all such other documents and do such other things as Assignee may request to effect the purposes of this Assignment and to assist the Assignee.

This assignment (i) is executed by and shall be binding upon Assignor and its successors and assigns, (ii) shall inure to the benefit of Assignee and its successors and assigns, (iii) shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles thereof, and (iv) shall be subject to the provisions of the Asset Purchase Agreement.

**IN WITNESS WHEREOF**, Assignor has executed and delivered this assignment as of the date first written above.

**AIRPHARMA LLC**

By:   
Name: Douglas R. Dockhorn  
Title: President

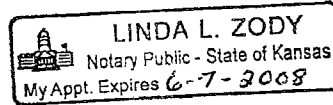
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**NOTARIAL ACKNOWLEDGMENT**

STATE OF KANSAS )  
 )  
COUNTY OF JOHNSON ) ss

On this [16] day of [January], 2007, before me personally appeared Douglas Dockhorn, who being by me duly sworn did depose and say that he is the President & CEO of airPharma LLC; that he is authorized to sign this assignment on behalf of airPharma LLC, the corporation described in and which executed the foregoing assignment, and that he signed his name to the foregoing assignment.

Linda L. Zody  
Notary Public



Schedule A  
Registered Trademarks

		Trademark Registration Number	Trademark Serial Number
1	E-Z Spacer	2004852	74558755
2	Ah-Chew	1769653	74304498
3	Sinuvent	1797487	74304497
4	Sinutuss	2746145	76326468
5	Omnihist	1815646	74304454
6	Ultratuss	2585999	75853499
7	D-Feda II	2336096	75722718
8	Ultrabrom	1819653	74367676

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