

01-31-2001

ASSIGNMENT RECORD



Patents Only

101601285

To the Honorable Commissioner of Patents and Trademarks

January 18, 2001
Attorney Dkt 8789-22

1.7701

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Applied Analytical Industries, Inc.
1206 North 23rd Street
Wilmington, NC 28405

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

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

Endeavor Pharmaceuticals Inc.
127 Racine Drive, Suite 202
Wilmington, NC 28405

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

3. Nature of conveyance:

 Assignment
 Merger
 Security Agreement
 Change of Name
 Other Discharge of Security Interest
Execution Date: Assignment - **February 25, 2000**

4. U.S. Patent No. 5,928,668; Document Id No.: 101491614

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes No

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

F. Michael Sajovec
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

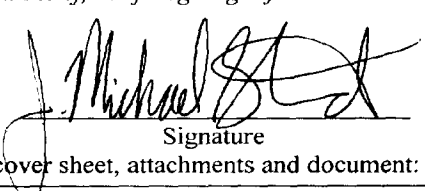
6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Previously paid with check no. 18678 (copy enclosed)
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0220

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.

J. Michael Strickland #47,115  January 18, 2001
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments and document: 7

ASSIGNMENT

THIS ASSIGNMENT, made by Applied Analytical Industries, Inc. ("AAI"), a Delaware Corporation having a principal place of business at 1206 North 23rd Street, Wilmington, N.C. 28405 ("AAI"), to Endeavor Pharmaceuticals Inc., a Delaware Corporation having a principal place of business at 127 Racine Drive, Suite 202, Wilmington, N.C. 28405 ("Endeavor");

WHEREAS, AAI is the assignee of record of the world-wide patent rights to the invention described in U.S Patent No. 5,928,668 entitled METHOD FOR DRY BLEND COMPRESSION OF MEDICAMENTS (hereinafter referred to as the "'668 Patent"); and

WHEREAS, Endeavor desires to acquire all world-wide right, title, and interest in and to said '668 Patent, including any continuing, reissue, and/or reexamination applications which issue as Letters Patent(s) in the United States of America, and their foreign counterparts (hereinafter referred to as "Letters Patent");

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

AAI hereby sells, assigns, transfers, and conveys to Endeavor, its successors and assigns, the entire world-wide right, title, and interest in and to the '668 Patent including any continuing, reissue, and reexamination applications and in and to any all continuations or continuations-in-part which issue as Letters Patent of the United States of America, and their foreign counterparts, for the full term for which said Letters Patent may be granted along with any term extensions granted thereon or therefor, together with the right to claim the priority of the '668 Patent and its related application(s) in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by Endeavor, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by AAI if this assignment and sale had not been made.

AAI further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to said invention and the '668 Patent and all related foreign applications, and that AAI has the unencumbered right and authority to make this assignment.

AAI further agrees to promptly communicate to Endeavor or its designated representative(s) Endeavor's request for AAI's employees and/or inventors, who, upon the date of such request remain as employees of AAI, to testify in any interference or legal proceedings involving said Invention, to execute any additional papers related to the '668 Patent which may be requested to confirm the right of Endeavor, its representatives, successors, or assigns, to secure patent or similar protection for the '668 Patent in all countries, and to vest in Endeavor complete title to the Invention and Letters Patent without further compensation, but each at the expense of Endeavor, its successors, assigns, and other legal representatives.

Nothing in this agreement shall be deemed to be a representation or warranty by AAI of the validity of any of the patents included herein or the patentability, in any country, of the '668 Patent. AAI shall have no liability whatsoever to Endeavor or any other person for or on account of any injury, loss, damage, or expense of any kind or nature, sustained by, or any damage assessed, asserted against, or any other liability incurred by or imposed upon Endeavor or any other person arising out of or in connection with or resulting from any use of the '668 Patent and/or Letters Patent. Endeavor holds AAI, and its directors, officers, agents, and/or employees, harmless from any and all costs, expenses, damages, judgments and liabilities (including reasonable attorneys' fees) incurred by or rendered against Endeavor, its directors, officers, or employees in any claim made or suit brought, or in the event AAI or its directors, officers, agents, or employees, and/or its successors, and/or assigns is held liable for actions or inactions in relation to the '668 Patent assigned herein. AAI shall give prompt written notice of any such claim or suit, and Endeavor shall undertake the defense thereof, at Endeavor's expense. AAI shall cooperate in such defense, to the extent reasonably requested by Endeavor, at Endeavor's expense. AAI shall have the right to participate in such defense, at its own expense, to the extent that in its judgment Endeavor may be prejudiced thereby. In any claim made or suit brought for which AAI seeks indemnification, AAI shall not settle, offer to settle, or admit liability or damages without the prior written consent of Endeavor. Endeavor shall indemnify and hold Assignor harmless with respect to any and all damages and costs associated with the '668 Patent.

This Assignment shall be executed concurrent with the execution of the Patent License Agreement and Assignment between AAI and Endeavor.

Nothing in this Agreement shall be construed as a warranty or representation that any manufacture, lease, use, sale, offer for sale will be free from infringements of third party patents.

Assignor and Assignee agree that if any part, term, or provision of this Agreement is found illegal, or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

