

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY
CONVEYING PARTY DATA	
Name	Execution Date
Xanodyne Pharmaceuticals, Inc.	06/18/2007
RECEIVING PARTY DATA	
Name:	Silver Point Finance, LLC, as agent
Street Address:	Two Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11346710
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-756-2494
Email:	watt.wanapha@srz.com
Correspondent Name:	Watt Wanapha
Address Line 1:	919 Third Avenue
Address Line 2:	19th Floor
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	051511.0038
NAME OF SUBMITTER:	Watt Wanapha (051511.0038)

Total Attachments: 4

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**PATENT**

**500305001**

**REEL: 019493 FRAME: 0288**

**CH \$40.00 11346710**



## ASSIGNMENT FOR SECURITY

### PATENTS

WHEREAS, Xanodyne Pharmaceuticals, Inc. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement, dated July 25, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 18, 2007.

XANODYNE PHARMACEUTICALS, INC.

By:

Name:

S. A. Stamp

Title:

Chief Financial officer

STATE OF Ohio

COUNTY OF Hamilton

ss.:

On this 18 day of June, 2007, before me personally came Stephen A. Stone, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of Xanodyne Pharmaceuticals, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Xanodyne Pharmaceuticals, Inc. and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

R. Warner Off



ROBERT WARNER OFF  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

Schedule 1A

**Patents**

<b><u>Company</u></b>	<b><u>Country</u></b>	<b><u>Title</u></b>	<b><u>Application or Patent No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
Xanodyne Pharmaceuticals, Inc.	USA	Transexanic Acid Formulations with reduced adverse effects	11/346,710	3-Feb-06	N/A