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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bank Of America, N.A.

Individual(s) Association
 Corporation -
 Other - **National Association**

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

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

Internal
Address: **2320 Scientific Park Drive**
Street Address:
City: **Wilmington** State: **NC** Zip: **28405**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other - **termination of security interest in trademarks**

Execution Date: **April 23, 2004**

Limited Partnership
 Corporation - **Delaware**
 Other:

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached schedules

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached schedules

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Daniel Angel, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41)..... \$ **415.00**

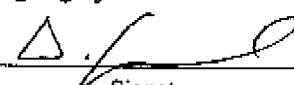
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

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.

Daniel Angel, Esq.  **April 28, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$415.00 500675 78052057

Schedule A**Registered Marks**

GLOBAL CMC SOLUTIONS	2650838	11/12/02
GLOBAL REGULATORY SOLUTIONS	2650837	11/12/02
GLOBAL CLINICAL SOLUTIONS	2716676	05/13/03
GLOBAL BIOANALYTICAL SOLUTIONS	2647477	11/05/02
GLOBAL PHARMACEUTICAL SOLUTIONS	2647476	11/05/02
AZASAN	2747955	08/05/03
PROSORB	2346573	05/02/00
PROCORE	2612966	08/27/02
WE DEVELOP SCIENCE INTO BUSINESS	2136832	02/17/98
AAI and Design	1946829	01/09/96
AAI and design	1942885	12/19/95
AAI	1647669	06/11/91
APPLIED ANALYTICAL INDUSTRIES	1622884	11/13/90

Pending Applications

AAICALC (Stylized)	78052057	03/08/01
NEOSAN PHARMACEUTICALS	76186020	12/20/00

Abandoned Applications

NEOSAN	76184867	12/20/00

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 23, 2004 is made by Bank of America, N.A., as Administrative Agent (the "Secured Party").

WHEREAS, aaiPharma Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks"); and

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on March 28, 2002 at Reel 2503 and Frame 0951; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases and reassigns to the Grantor, to the extent applicable, all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of the Grantor's Trademarks to which the Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; and
4. any and all rights appurtenant to each Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT

By: 

Name: CRAIG MURLESS

Title: PRINCIPAL

Schedule A**Registered Marks**

		Registration Date
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