

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
aaiPharma Inc.		05/04/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	401 S. Tryon Street, 12th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78508322	LYNXORB	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq. (051511/0020)		
Signature:	/sas for da/		
Date:	05/06/2005		

Total Attachments: 3
 source=wachovia1#page1.tif

900024287

**TRADEMARK
 REEL: 003079 FRAME: 0115**

CH \$40.00 78508322

source=wachovia1#page2.tif
source=wachovia1#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, aaiPharma Inc., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated April 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wachovia Bank, National Association, as collateral agent for holders of aaiPharma Inc. 11% Senior Subordinated Notes due 2010 (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 Secured Parties (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 Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks 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).

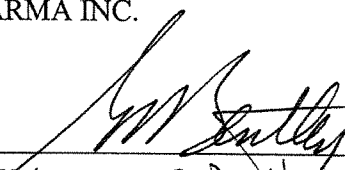
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee for the benefit of the Secured Parties (as such terms are defined in the Security Agreement) 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.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to the Security Agreement and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 23, 2004 (as amended, modified, supplemented or replaced from time to time, the "Intercreditor Agreement"), among Silver Point Finance, LLC, as Senior Collateral Agent, the Assignee, and the Assignor. In the event of any conflict between the terms of the Intercreditor Agreement and the Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 4, 2005.

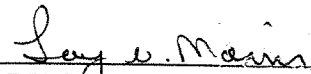
AAIPHARMA INC.

By: 
Name: Gregory S. Bentley
Title: Executive VP & General Counsel

STATE OF North Carolina

COUNTY OF Pender

On this 4th day of May, 2005, before me personally came Gregory S. Bentley 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 SVP / General Counsel ^{set} aaiPharma Inc., a Delaware corporation, and that s/he executed the foregoing instrument, 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.


[NOTARY SEAL]

SCHEDULE 1A
TO ASSIGNMENT FOR SECURITY

Trademark Applications Pending

Trademark Name	Pending Trademarks Application Number	Date
Lynxorb	78/508,322	October 29, 2004