

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		07/20/2005	National Association:
RECEIVING PARTY DATA			
Name:	Xanodyne Pharmaceuticals, Inc.		
Street Address:	7300 Turfway Road, Suite 300		
City:	Florence		
State/Country:	KENTUCKY		
Postal Code:	41042		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	738956	LEVOPROME	
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. (051511/0038)		
Signature:	/sas for da/		
Date:	08/01/2005		

CH 738956 \$40.00

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of this 20th day of July, 2005 by PNC Bank, National Association, whose mailing address is 201 E . Fifth Street, Cincinnati, Ohio 45202 (the "Secured Party") in favor of Xanodyne Pharmaceuticals, Inc., a Delaware corporation, whose mailing address is 7300 Turfway Road, Suite 300, Florence, Kentucky 41042 (the "Debtor").

WHEREAS, the Debtor has granted to Secured Party a security interest in certain of Debtor's trademarks, in particular, those trademarks set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, the Secured Party wishes to release and terminate all of its security interests, liens, encumbrances, rights, title and interest in and to the Trademarks.

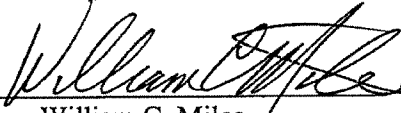
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby:

1. Irrevocably releases, discharges and terminates any and all security interest, lien, encumbrance, right, title and interest in and to the Trademarks.
2. Authorizes the Debtor, or its designee, including without limitation, Silver Point Finance, LLC, as collateral agent, to file or record this Release, and/or any other document, instrument, statement or certificate related thereto, with the appropriate governmental body or office, including without limitation the United States Patent and Trademark Office, in order to evidence the release, discharge and termination of the Secured Party's security interest, lien, encumbrance, right, title and interest in and to the Trademarks.

{The remainder of this page is intentionally left blank. Signature page immediately follows this page.}

IN WITNESS WHEREOF, the Secured Party has executed and delivered this Release as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: William C. Miles
Its: Vice President

STATE OF OHIO

ss.:

COUNTY OF HAMILTON

On this 20th day of July, 2005, before me personally came William C. Miles, 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 Vice President of PNC Bank, National Association, and that s/he executed the foregoing instrument in the firm name of PNC Bank, National Association, 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.

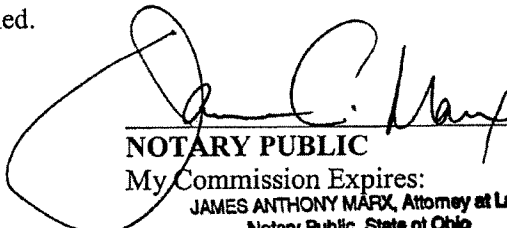

NOTARY PUBLIC
My Commission Expires:
JAMES ANTHONY MARX, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>PTO Reel/Frame No.</u>
LEVOPROME	738,956	2378/0756