

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Xanodyne Pharmaceuticals, Inc.		07/25/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silver Point Finance, LLC
<b>Street Address:</b>	Two Greenwich Plaza, 1st Floor
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	limited liability company: DELAWARE

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	729648	AMICAR
Registration Number:	738956	LEVOPROME
Registration Number:	2733288	BETTER PATIENT CARE FOR LIFE
Registration Number:	2639572	COUGH RELIEF WITHOUT THE SPOON
Registration Number:	2559752	DEXALONE DEXTROMETHORPHAN HYDROBROMIDE
Registration Number:	2765408	LUCIDEX
Registration Number:	2307762	URIMAX
Registration Number:	2417561	COLO-FRESH
Registration Number:	2660370	STUARTNATAL PLUS 3
Registration Number:	2586454	PLUS 3
Registration Number:	2655718	
Registration Number:	932809	STUARTNATAL
Registration Number:	601943	STUART PRENATAL
Registration Number:	2738615	

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Registration Number:	2754166	DUET
Registration Number:	2799653	STUART
Registration Number:	2417021	INTEGRITY PHARMACEUTICAL CORPORATION
Registration Number:	2420708	INTEGRITY PHARMACEUTICAL CORPORATION
Registration Number:	2422799	INTEGRITY
Registration Number:	2934291	
Serial Number:	76340242	XANODYNE PHARMACAL
Serial Number:	76386963	XANODYNE
Serial Number:	76386964	XANODYNE
Serial Number:	76436666	DEXALONE
Serial Number:	76501362	AMICAR RT
Serial Number:	76501361	AMICAR DS
Serial Number:	76426497	DUET ARRIVAL
Serial Number:	76426473	ARRIVAL
Serial Number:	76490545	STUARTNATAL OPTIMAL NUTRITIONAL PLAN
Serial Number:	76527215	COMPANION BY STUARTNATAL
Serial Number:	76582169	TURN THE COUGH OFF AT HOME OR ON THE GO
Serial Number:	76582172	STRONG, FAST, EASY COUGH RELIEF AT HOME OR ON THE GO
Serial Number:	76582170	LEAVE YOUR COUGH BEHIND
Serial Number:	76582171	CONVENIENT COUGH RELIEF WITHOUT THE MESS
Serial Number:	76584276	HYCET
Serial Number:	76590051	BABY. YOURSELF.
Registration Number:	664975	DARVON
Registration Number:	952573	DARVON-N
Registration Number:	949683	DARVOCET-N
Registration Number:	2797504	DARVOCET
Registration Number:	2686302	ROXICODONE
Registration Number:	1861343	ORAMORPH
Registration Number:	780998	
Serial Number:	78267795	DARVOCET A500
Serial Number:	76404992	ROXICODONE
Serial Number:	78336159	ROXANOL

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003131 FRAME: 0939**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

Total Attachments: 6  
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Xanodyne Pharmaceuticals, Inc., a Delaware corporation, with offices at 7300 Turfway Road, Suite 300, Florence, Kentucky 41042 (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 July 25, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, a Delaware limited liability company, with offices at Two Greenwich Plaza, 1st Floor, Greenwich, Connecticut 06830, as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

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 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 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);

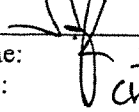
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agents and the Lenders a continuing security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

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 21, 2005.

XANODYNE PHARMACEUTICALS, INC.

By:   
Name: S.A. STAMP  
Title: CHIEF FINANCIAL OFFICER

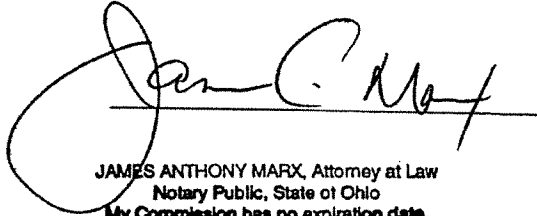
[ASSIGNMENT FOR SECURITY (TRADEMARKS)]

TRADEMARK  
REEL: 003131 FRAME: 0942

STATE OF Ohio

COUNTY OF HAMILTON SS.:

On this 21<sup>st</sup> day of July 2005, before me personally came Stephen A Stamp, 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.



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

[ASSIGNMENT FOR SECURITY (TRADEMARKS)]

SCHEDULE 1A

Trademarks and Trademark Applications

1. Xanodyne Pharmaceuticals, Inc. trademarks.

Country	Mark	Application or Registration No.
USA	AMICAR	0,729,648
Puerto Rico	AMICAR	13,048
USA	LEVOPROME	0,738,956
USA	BETTER PATIENT CARE FOR LIFE	2,733,288
USA	COUGH RELIEF WITHOUT THE SPOON	2,639,572
USA	DEXALONE DEXTROMETHORPHAN HYDROBROMIDE (and design)	2,559,752
USA	LUCIDEX	2,765,408
USA	URIMAX	2,307,762
USA	COLO-FRESH	2,417,561
USA	STUARTNATAL PLUS 3	2,660,370
USA	PLUS 3	2,586,454
USA	MISC. DESIGN	2,655,718
USA	STUARTNATAL	0,932,809
USA	STUART PRENATAL	0,601,943
USA	HEART-INSIDE-HEART DESIGN	2,738,615
USA	DUET	2,754,166
USA	STUART	2,799,653
USA	INTEGRITY PHARMACEUTICAL CO.	2,417,021

USA	INTEGRITY PHARMACEUTICAL CO. (AND DESIGN)	2,420,708
USA	INTEGRITY (and Design)	2,422,799
USA	MISC. DESIGN (HEART SHAPED VITAMIN)	2,934,291
USA	XANODYNE PHARMACAL	76/340,242
USA	XANODYNE	76/386,963
Canada	XANODYNE-CANADA	1,138,283
USA	XANODYNE (and design)	76/386,964
Canada	XANODYNE (and design)-CANADA	1,138,525
Canada	BETTER PATIENT CARE FOR LIFE-CANADA	1,138,282
Canada	LUCIDEX-CANADA	1,187,669
USA	DEXALONE	76/436,666
USA	AMICAR RT	76/501,362
USA	AMICAR DS	76/501,361
USA	DUET ARRIVAL	76/426,497
USA	ARRIVAL	76/426,473
USA	STUARTNATAL OPTIMAL NUTRITIONAL PLAN	76/490,545
USA	COMPANION BY STUARTNATAL	76/527,215
USA	TURN THE COUGH OFF AT HOME OR ON THE GO	76/582,169
USA	STRONG, FAST, EASY COUGH RELIEF AT HOME OR ON THE GO	76/582,172
USA	LEAVE YOUR COUGH BEHIND	76/582,170
USA	CONVENIENT COUGH RELEIF WITHOUT THE MESS	76/582,171



USA	HYCET	76/584,276
Canada	HYCET-CANADA	1,216,356
Puerto Rico	HYCET-PUERTO RICO	61,992
USA	BABY. YOURSELF.	76/590,051

2. Formerly aaiPharma, Inc. trademarks.

Country	Mark	Application or Registration No.
USA	DARVON	664,975
USA	DARVON-N	952,573
USA	DARVOCET-N	949,683
USA	DARVOCET	2,797,504
USA	ROXICODONE	2,686,302
USA	ORAMORPH	1,861,343
Mexico	ROXICODONE	780998
USA	DARVOCET – A500	78/267,795
USA	ROXICODONE Logo	76/404,992
USA	ROXANOL	78/336,159
Argentina	DARVOCET	2534485
Madrid Protocol	DARVOCET	Pending
Canada	ROXICODONE	1156716