

12-16-1999

ET

U.S. Department of Commerce

(Rev. 6-93)

*MM 11-29-99*



Patent and Trademark Office

To the Honorable Commission

101224855

ed original documents or copy thereof.

1. Name of conveying party(ies):

Axcan Pharma U.S. Inc.  
c/o Axcan Pharma Inc.  
597 Laurier Boulevard  
Mont-Saint-Hilaire  
Quebec, Canada J3H 4X8

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 19, 1999

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

Name: Schwarz Pharma, Inc.

Internal Address: \_\_\_\_\_

Street Address: 6140 Executive Drive

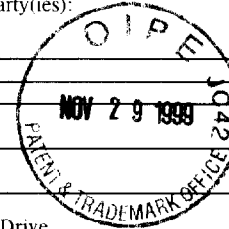
City: Mequon State: Wisconsin ZIP: 53902

Country: \_\_\_\_\_

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- 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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

B. Trademark No.(s)

1,976,987  
1,985,946

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver  
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed (Check No. 18117)
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Nora A. Whitescarver  
Name of Person Signing

*Nora A. Whitescarver*  
Signature

November 29, 1999  
Date

Total number of pages comprising cover sheet and document attachments: 6

12/16/1999 TTON11 00000007 1976987

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

TRADEMARK  
REEL: 001999 FRAME: 0072

## TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of November 19, 1999, is between Axcan Pharma U.S. Inc., a Delaware corporation (the "Grantor"), and Schwarz Pharma, Inc., a Delaware corporation (the "Beneficiary").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Beneficiary, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Loan Agreement, dated as of November 19, 1999 (the "Loan Agreement"), among the Grantor, Axcan Pharma Inc., a Canadian Corporation, and the Beneficiary.

SECTION 2. Grant of Security Interest. To secure all of the Indebtedness, the Grantor does hereby mortgage, pledge and hypothecate to the Beneficiary, and grant to the Beneficiary a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature referred to in Attachment 1 hereto (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the United States or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof;

(b) all reissues, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark registration referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Beneficiary in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Beneficiary under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Beneficiary thereunder) shall remain in full force and effect in accordance with its terms.

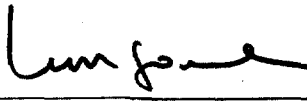
SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness, the Beneficiary shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Beneficiary with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AXCAN PHARMA U.S. INC.

By:   
Name:  
Title:

Address: c/o Axcán Pharma Inc.  
597 Laurier Boulevard  
Mont-Saint-Hilaire  
Quebec, Canada J3H 4X8

Attention: Chief Executive Officer

Telecopier: 450-464-9979

SCHWARZ PHARMA, INC.

By: \_\_\_\_\_  
Name:  
Title:

Address: 6140 Executive Drive  
Mequon, Wisconsin 53902

Attention: General Counsel

Telecopier: (414) 242-1641

Axcán Pharma U.S., Inc. Trademark Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AXCAN PHARMA U.S. INC.

By: \_\_\_\_\_

Name:

Title:

Address: c/o Axcán Pharma Inc.  
597 Laurier Boulevard  
Mont-Saint-Hilaire  
Quebec, Canada J3H 4X8

Attention: Chief Executive Officer

Telecopier: 450-464-9979

SCHWARZ PHARMA, INC.

By:  \_\_\_\_\_

Name: Klaus Veitinger MD

Title: President & CEO

Address: 6140 Executive Drive  
Mequon, Wisconsin 53902

Attention: General Counsel

Telecopier: (414) 242-1641

Registered Trademarks

	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	United States	URSO	1976987	
2.	United States	URSO & Design	1985946	