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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

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- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

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09/15/2000 JJALLAHZ 00000137 1639471

01 FC:481
02 FC:482

40.00 OP
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TRADEMARK
REEL: 002136 FRAME: 0171

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 215-979-1282

Name Lewis F. Gould, Jr.

Address (line 1) Duane Morris & Heckscher

Address (line 2) One Liberty Place

Address (line 3) Philadelphia, PA, 19103-7396

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1639471 1797498 2315415
1732211 2305353 1744076
1853452 _____ _____

Number of Properties

Enter the total number of properties involved.

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 04-1679

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Lewis F. Gould, Jr.
Name of Person Signing

Lewis F. Gould, Jr.
Signature

August 11, 1990
Date Signed

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT, is made as of this 30th day of June, 1999, between Medicis Pharmaceutical Corporation, a Delaware Corporation (hereinafter "Medicis"), a corporation duly organized under the laws of the State of Delaware, with a principal place of business at 4343 East Camelback Road, Suite 150, Phoenix, AZ 85018-2700 and Bioglan Pharma, Inc., a Delaware corporation (hereinafter "US Bioglan"), with a principal place of business at 900 West Valley Road, Suite 400, Wayne, Pennsylvania 19087.

WHEREAS, Medicis is the owner certain rights in trademarks registered or pending in the United States Patent and Trademark Office (USPTO), as well as other registered or pending trademarks in countries other than the United States, all as more fully set forth in Exhibit A, attached hereto (hereinafter "Marks");

WHEREAS, Medicis has adopted, used and is using the Marks,

WHEREAS, Medicis has agreed to sell its entire right, title and interest in, to, and under the Marks, together with the good will of the business symbolized by said Marks, and the registrations thereof,

WHEREAS, US Bioglan is desirous of acquiring Medicis' right, title and interest in, to and under the Marks, together with the good will of the business symbolized by said Marks, and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, part of which includes the execution and delivery of an Asset Purchase Agreement, dated June 29, 1999, between Medicis and US Bioglan, pursuant to which Medicis is conveying certain other assets to US Bioglan, receipt of which is hereby acknowledged, Medicis does hereby sell, assign and transfer to US Bioglan its entire right, title, and interest in, to and under the Marks, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements or unauthorized use, and all rights corresponding thereto throughout the world, together with the good will of the business symbolized by such Marks and the registrations thereof, for US Bioglan's own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Medicis if this assignment and sale had not been made. Medicis further agrees to cooperate fully with US Bioglan in connection with the documentation and filing of all transfers of the Marks and shall provide all information and material reasonably requested by US Bioglan to accomplish such transfers and appropriate registration thereof.

the day and year first above written.

SELLER:
Medicis Pharmaceutical Corporation

By: _____
[Name]
[Title]

~~BUYER~~
~~Biogen Pharma, Inc.~~

By: _____
[Name] *TERRY J. JACOB*
[Title] *President*

EXHIBIT A

MARK	REG.NO.	GOODS	REG. DATE	RENEWAL DATE
ACTIVATED CONDITIONING SYSTEM	2315415	Conditioning component of a dermatologic hair shampoo	02/08/2000	02/08/2010
ACTIVATED CONDITIONING SYSTEM	1732211	Conditioning component of a dermatologic hair shampoo	11/10/1992	11/10/2002
ACTIVATED DELIVERY SYSTEM	2305353	Carrier component of dermatologic hair shampoo	01/04/2000	01/04/2010
ACTIVATED DELIVERY SYSTEM	1744076	Carrier component of a dermatologic hair shampoo, containing coal tar and conditioners	12/29/1992	12/29/2002
ACTIVATED HYDROSILICONE	1853452	Dermatologic preparation; namely, a component of a therapeutic skin emollient which functions to prevent moisture loss through the skin	09/13/1994	09/13/2004
THERAPLEX	1639471	Dermatological ointment, namely skin moisturizers	04/02/1991	04/02/2001
THERAPLEX CLEARLOTION	1797498	Dermatologic products; namely, a therapeutic skin emollient for the treatment of dry or damaged skin	10/12/1993	10/12/2003