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09-15-2000



Department of Commerce
Trademark Office
MARK

08-14-2000

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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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Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

09/15/2000 IJALLAH2 00000136 1423561

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002136 FRAME: 0264

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.

6

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)

1423561 1989291 1978408
1864160 1992073 _____

Number of Properties Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140

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


Signature

August 11, 1999
Date Signed

LICENSE ASSIGNMENT

WHEREAS, GenDerm Corporation ("GenDerm") is a wholly-owned subsidiary of Medicis Pharmaceutical Corporation ("Medicis");

WHEREAS, Bioglan AB ("Licensor") and GenDerm entered into a License Agreement dated as of January 31, 1998 ("License Agreement") pursuant to which the Licensor granted certain rights to GenDerm with regard to the Licensed Products (as defined in the License Agreement);

WHEREAS, Medicis and Bioglan Pharma Plc ("Bioglan"), have entered into an Asset Purchase Agreement dated as of June 29, 1999 whereby Medicis has agreed to cause GenDerm to sell, assign and transfer all its rights, duties and obligations under the aforementioned License Agreement to Bioglan Pharma, Inc. ("US Bioglan"), a wholly-owned subsidiary of Bioglan; and

WHEREAS, the Licensor has consented to the assignment of all of GenDerm's rights, duties and obligations under the License Agreement to US Bioglan.

ACCORDINGLY, FOR GOOD AND VALUABLE CONSIDERATION:

1. GenDerm hereby assigns, transfers and delivers all of its rights, duties and obligations under the License Agreement to US Bioglan.
2. US Bioglan hereby accepts the assignment and agrees to perform, from the effective date of this Assignment, all obligations of GenDerm under the License Agreement.
3. US Bioglan hereby indemnifies and agrees to defend and hold harmless Medicis and GenDerm from any breach of US Bioglan's duties under the License Agreement after the effective date of this Assignment.

4. US Bioglan agrees to be bound by the terms of the License Agreement and fully and faithfully perform all the duties and obligations of GenDerm under the License Agreement.
5. This Assignment shall be effective as of the date written below.
6. This Assignment shall be deemed to have been made in the State of Arizona and its form, execution, validity, construction and effect shall be determined in accordance with the laws of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. The parties hereto hereby agree to be subject to the exclusive jurisdiction of the Superior Court of the State of Arizona and in and for the County of Maricopa for any legal action, suit or proceeding arising out of or in connection with this Agreement.
7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Article X of the Asset Purchase Agreement by and between Medicis and Bioglan dated June 29, 1999 is incorporated herein in its entirety.

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IN WITNESS WHEREOF the parties, through their authorized officers, have executed this Assignment as of the 30th day of June, 1999.

MEDICIS PHARMACEUTICAL CORPORATION

By:

Mark A. Prygocki, Sr.
Chief Financial Officer

BIOGLAN PHARMA, INC.

By:

Terry I. Sadler
Chairman and Chief Executive Officer

GENDERM CORPORATION

By:

Mark A. Prygocki, Sr.
Vice President

001975.0006 NEW YORK 128358 v1

TOTAL P.06

TRADEMARK
REEL: 002136 FRAME: 0270

EXHIBIT A

MARK	REG. NO.	GOODS	REG. DATE	RENEWAL DATE
ZOSTRIX	1423561	Cream for relief of herpes zoster (shingles)	01/06/1987	01/06/2007
ZOSTRIX	1989291	Topical analgesic preparations	07/23/1996	07/23/2006
ZOSTRIX	1978408	Topical analgesic pharmaceutical preparations	06/04/1996	06/04/2006
ZONALON	1864160	Topical dermatological preparation	11/22/1994	11/22/2004
ZOSTRIX HP TRIPLE STRENGTH	1992073	Topical analgesic preparations	08/06/1996	08/06/2006