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Patent and Trademark Office

Attorney Docket No: MDPC220059

To the Honorable Commissioner for Trademarks. 101992204

documents or copy thereof.

## 1. Name of conveying party(ies):

Aventis Pharmaceuticals, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other 2-4-02

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution date: November 15, 2001

## 4. Application number(s) or registration number(s):

A. Trademark Application No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: Medicis Pharmaceutical CorporationAddress: 8125 North Hayden RoadCity: Scottsdale State: AZ ZIP: 85258

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association State of \_\_\_\_\_  
☐ General Partnership State of \_\_\_\_\_  
☐ Limited Partnership State of \_\_\_\_\_

☒ Corporation-State State of Delaware☐ Other \_\_\_\_\_If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ NoB. Trademark Registration No(s). 1,284,012

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

Daiva K. Tautvydas, Esq.  
 CHRISTENSEN O'CONNOR  
 JOHNSON KINDNESS<sup>PLLC</sup>

1420 Fifth Avenue  
 Suite 2800  
 Seattle, WA 98101-2347  
 206.682.8100

6. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41): .....\$ 40.00Check No. 135/25 in the amount of \$40.00 is enclosed.

8. The Commissioner is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.*

Daiva K. Tautvydas  
 Name of Attorney or Agent  
 Registration No. 36,077  
 Direct Dial 206.695.1727

Signature

1/11/02

Date

Total number of pages including cover sheet, attachments and document: 2

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: Box Assignment, Director, U.S. Patent and Trademark Office, Washington, D.C. 20231 on: Date: January 11, 2002

Macey K. Kalata

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TRADEMARK  
 REEL: 002448 FRAME: 0634

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT")** is made effective as of November 15, 2001 by Aventis Pharmaceuticals Inc., a Delaware corporation (formerly known as "Hoechst Marion Roussel, Inc.") located and doing business at Route #202-206 N, P.O. Box 6800, Bridgewater, New Jersey 08807-0800, USA ("ASSIGNOR"), in favor of Medicis Pharmaceutical Corporation, a Delaware corporation located and doing business at 8125 N. Hayden Road, Scottsdale, Arizona 85258-2463, USA ("ASSIGNEE").

**WHEREAS**, pursuant and subject to that certain Asset Purchase Agreement, dated as of November 15, 1998 and effective as of November 15, 2001 (the "PURCHASE AGREEMENT"), ASSIGNOR has agreed to assign to ASSIGNEE the trademark specified herein.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that for good and valuable consideration, including without limitation consideration transferred pursuant to the PURCHASE AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, ASSIGNOR has sold, assigned and transferred and by these presents does sell, assign and transfer unto ASSIGNEE, (i) all right, title and interest in and to the following trademark registration:

U.S. Trademark Registration Number 1,284,012 for the mark A/T/S

and (ii) all right, title and interest of ASSIGNOR in and to the mark A/T/S in the United States of America.

**TO HAVE AND TO HOLD** unto ASSIGNEE, its successors and assigns forever, together with the good will attached thereto related to the products sold to ASSIGNEE pursuant to the PURCHASE AGREEMENT in the United States of America. This ASSIGNMENT (i) is executed by and shall be binding upon ASSIGNOR and its successors and assigns, (ii) shall inure to the benefit of ASSIGNEE and its successors and assigns, (iii) shall be governed by and construed in accordance with the laws of Delaware without regard to conflict of laws principles thereof, and (iv) shall be subject to the provisions of the PURCHASE AGREEMENT.

**IN WITNESS WHEREOF**, ASSIGNOR has duly executed this ASSIGNMENT as of the day and year above first written.

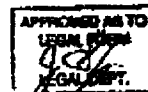
**AVENTIS PHARMACEUTICALS INC.**

By: MA Yeomans

Name: MICHAEL A. YEOMANS

Title: VP, HEAD OF GLOBAL BUSINESS

DEVELOPMENT



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