

07-31-2002



Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

1. Name of conveying party(ies):  
CoolTouch Corporation

07.05.02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Icon Pharmaceuticals, Inc.  
Internal  
Address: 3300 Hyland Avenue  
Street Address: \_\_\_\_\_  
City: Costa Mesa State: CA Zip: 92626

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: February 20, 2002

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

A. Trademark Application No.(s)  
75/849137

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
2153205

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

Name: Robert D. Fish  
Internal Address: Rutan & Tucker, LLP  
P.O. Box 1950  
Costa Mesa CA 92626  
Street Address: 611 Anton Blvd., 14th Floor  
Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed  
 Authorized to be charged to deposit account


8. Deposit account number:  
502191

(Attach duplicate copy of this page if paying by deposit account)

07/30/2002 TDIAZ1 00000204 75849137  
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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.

Robert D. Fish                                            2 July 2002  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

# Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 76/164264 and 76/164416

B. Trademark Registration No.(s):

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of February 20, 2002 by COOLTOUCH CORPORATION, a California corporation ("Assignor"), in favor of ICN PHARMACEUTICALS, INC., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to an Agreement and Plan of Reorganization dated as of January 18, 2002 (the "Agreement").

B. This Assignment is made and entered into pursuant to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby mutually agree as follows:

1. Assignment. Assignor hereby assigns, transfers, sets over and delivers to Assignee, free and clear of all liens, encumbrances, security interests, charges and adverse claims, Assignor's entire right, title, interest, privileges, powers and benefits, for the United States and all foreign countries, in and to any and all trademarks, service marks, logos and other marks, including without limitation the trademarks listed on the attached Annex A, which assignment is made in connection with Assignee's acquisition of Assignor's business, and all goodwill associated therewith, pursuant to the Agreement.

2. No Prior Assignments. Assignor hereby represents and warrants to, and covenants with, Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

3. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of California, as applicable to contracts executed and to be performed entirely within the State of California.

4. Attorneys' Fees. The prevailing party in any action or proceeding between the parties arising out of or relating to this Assignment shall be entitled to recover from the other party all fees and expenses, including reasonable attorneys' fees, incurred in connection with any such action or proceeding.

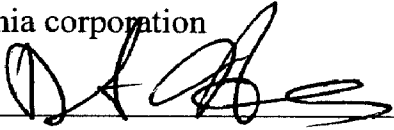
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

COOLTOUCH CORPORATION,  
a California corporation

By:



\_\_\_\_\_

Its:

CEO